

DISCLOSURES AND DEPOSIT ACCOUNT AGREEMENT

I. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

II. TERMS AND CONDITIONS OF YOUR ACCOUNT

This Disclosures and Deposit Account Agreement ("Agreement") contains provisions which governs your account(s) with us, Pinnacle Bank, including your checking, savings and money market accounts ("Accounts"). Please read this Agreement carefully and retain it for future reference. When you complete your new account enrollment, you agree to be bound by the terms of this Agreement. If not included elsewhere in this Agreement, you will receive a separate and current schedule of interest rates, qualifying balances, and fees ("charges") that apply to your Accounts. These charges are also part of this Agreement. We reserve the right to alter or modify these charges at our discretion upon 30 days' advance notice to you. These altered or modified charges become part of this Agreement. If you have any questions, please call us. Much of our relationship with our depositors is governed by state and federal law and rules (which may change from time to time). This body of law is too large and complex to be reproduced here. The purpose of this Agreement is to:

- Summarize the existing rules applicable to the more common transactions;
- Establish rules to govern transactions or events which the law does not regulate;
- Establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and
- Provide you our funds availability and electronic funds transfer disclosures.

Unless stated differently in this Agreement, your Accounts are subject to the substantive laws of the state where your account is opened. In the case of Accounts opened online in states where Pinnacle Bank does not have a branch presence, the applicable state law will be Tennessee.

We may permit some variations from this Agreement, but any of those variations must be agreed to by us in writing either on our signature card for the Account or in some written form.

As used in this Agreement, the words: a) "we," "our," and "us" mean Pinnacle Bank, and b) the words "you" and "your" mean Account holders and any authorized signers on your Account; and unless specifically otherwise defined within the applicable regulatory disclosures included within this Agreement c) the words "day" or "days" mean calendar day or days, and d) the

words "business days" mean Monday through Friday, except for federal holidays.

Please use telephone number 1-888-282-2605 when calling us with any telephone inquiries, notice of possible errors, or other questions about your Accounts. Also, as used in this Agreement, written notice to us is not effective until the day we receive it and does not extend any notification time period while in transit. Any mailed written notice should be addressed to:

Pinnacle Bank
Health & Benefits
PO Box 2863
Fargo, ND 58108-2863

LIABILITY

Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement and the Account and the schedule of charges that may be imposed.

You authorize us to deduct these charges as accrued directly from the Account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not specifically stated in this Agreement. Each of you also agrees to be jointly and severally liable for any Account deficit resulting from charges or overdrafts, whether caused by you or another signer authorized to withdraw from this Account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees and costs.

DEPOSITS

Any items, other than cash, accepted for deposit (excluding checks not drawn on a U.S. bank or not in U.S. currency) will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). This includes checks drawn "on us." Unless prohibited by law, we also reserve the right to charge back to your Account the amount of any item deposited to your Account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit.

We are not responsible for transactions initiated by mail or outside depository until we can actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day we are open. At our option, we may take an item for collection rather than for deposit which means we will credit your Account only after we have received payment for the item from the paying bank.

WITHDRAWALS

Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including authorized signers, may withdraw or transfer all or any part of the Account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this Account or any other transaction with us.

The fact that we may honor withdrawal requests which overdraw the final collected Account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this Account or reclassify it as a checking or other transaction account. If we reclassify your Account, your Account will be subject to the fees and earnings rules of the new account classification. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing Account other than a time deposit or demand deposit, or from any other savings Account as defined by Regulation D. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty.

VERIFICATION AND CORRECTION OF TRANSACTIONS

The Bank has no duty to compare for accuracy the items listed on the deposit slip with the items accompanying the slip when the deposit is received by the Bank as the Bank relies upon the information you provide on your deposit slip when initially processing your deposit. Therefore, you have a duty to accurately record cash, each item being deposited, and the total amount of your deposit on your deposit slip. If an error in your deposit greater than one dollar (\$1) is later detected, it will be corrected by the Bank unless otherwise agreed. Final credit to your Account is based on the total sum of the cash and items actually received by the Bank. You will be sent a notice of any adjustment we make to your deposit that is more than one dollar (\$1).

OWNERSHIP OF ACCOUNT & BENEFICIARY DESIGNATION

Subject to applicable state law, these rules apply to the Account depending on the form of ownership and beneficiary designation, if any, specified on the Account records.

Individual Account – is owned by one individual. Upon the death of such individual, the Account will belong to the owner's estate and will be administered by the person designated or appointed by court order.

Joint Account – With Survivorship (and not as Tenants in Common or Tenants by the Entirety)—is owned by two or more

individuals. Each of you intends that upon your death the balance in the Account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the Account as joint tenants with survivorship and not as tenants in common.

Joint Account – No Survivorship (as Tenants In Common)—is owned by two or more individuals, but none of you intend (merely by opening this Account) to create any right of survivorship in any other individual. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Joint Account – Tenants by the Entirety – if recognized by applicable state law where the Account is opened, is owned by two legally married partners together. For signature withdrawal purposes, the title of the Account will reflect the connector "or" between the names of the two legally married partners. Upon the death of one of the legally married partner owners, the Account will belong to the surviving legally married partner owner. Each owner may withdraw, by any means we make available, any or all of the funds on deposit, close the Account, enter into special agreements regarding the Account including overdraft protection transfer agreements, and stop payment of any check or draft drawn on the Account. Each owner also authorizes the Bank to exercise its right of offset (setoff) and enforce Pinnacle's security interest in the entire Account, even though only one of the owners is the debtor; these rights exist irrespective of who contributed funds to the Account. Similarly, we can enforce overdraft liability in the Account against any owner individually.

Revocable Trust (ITF) or Pay-On-Death Account – is an Account in which one or more individuals may designate one or more beneficiaries to receive the Account's funds upon the death of the Account owner or last surviving Account co-owner. If two or more of you create such an Account, you own the Account jointly with survivorship. The beneficiaries acquire the right to withdraw only if: (1) all individuals creating the Account die, and (2) one or more of the beneficiaries are then living. If two or more beneficiaries are named and survive the death of all individuals creating the Account, those beneficiaries will own this Account in equal shares, without right of survivorship. Each of the individuals creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

Personal Agency Account – is a North Carolina individual Account designated on the signature card or other written contract as a "Personal Agency Account". The signature card or other written contract shall name an agent who shall have authority on behalf of the Depositor to make, sign, or execute checks drawn on the Account or otherwise make withdrawals or transfers from the Account; endorse checks made payable to the Depositor for deposit only into the account; and deposit cash or negotiable instruments, including instruments endorsed by the Depositor, into the Account. No ownership rights or interest in the Account is granted to the agent. In addition, you may elect to extend the authority of your agent so your agent may act notwithstanding your subsequent incapacity or mental incompetence. Your agent's authority would then end at such time as the agent receives notification from a qualified guardian or duly appointed

attorney-in-fact. If you do not extend the authority of your agent, then your subsequent incapacity or mental incompetence will terminate the authority of your agent. At the death of the Depositor, there is no right of survivorship to the Account and the funds remaining in the account will become part of the Depositor's estate.

Corporate, Partnership, and other Organizational Accounts – We will usually require a separate authorization form designating the person permitted and conditions required for withdrawals from any Account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

STOP PAYMENTS

A stop-payment order must be given in the manner prescribed by us, must be received in time to give us a reasonable opportunity to act on it (usually 24 hours), and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this Account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment. Each stop-payment order is effective for six (6) months. A fee for the stop-payment order will be charged against the Account to which the stop-payment order applies. If you want the stop-payment order to continue after the initial six (6) month period, you will need to place a new stop-payment order for an additional six (6) months.

TELEPHONE TRANSFER

A transfer of funds from an Account to another Account with us, by telephone, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another Account, or to third parties, to a maximum of six per month (less the number of certain "preauthorized transfers" during the month). Other Account transfer restrictions are shown elsewhere in this Agreement.

AMENDMENTS

We may change any term of this Agreement. Rules governing changes in interest rates have been or will be provided separately. We will give you reasonable advance notice of other changes either in writing or by any other method permitted by law. If you have a separate internet banking agreement with us, written notice by us to you includes information provided to you pursuant to your internet ("online") Account access.

CLOSURE OF ACCOUNTS

We may close an Account by sending notice of closure ten (10) days in advance of the closure date if the Account is not overdrawn and the collected funds balance of the Account exceeds zero. Notice from us to any one of you is notice to all of you.

We may close this Account, without prior notice to you anytime the Account is overdrawn, the collected funds balance of the Account does not exceed zero, or we suspect fraudulent activity.

ADMINISTRATIVE ACCOUNT HOLDS

We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your Account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.

NOTIFICATION OF ERRORS OR UNAUTHORIZED ACCOUNT ACTIVITY

If you do not notify us within a reasonable time (not to exceed 30 days) after we send or make available to you your Account statement and items, you cannot assert against us:

- An unauthorized signature or alteration on an item, even if we are unable to show a loss due to your failure.
- Any unauthorized signatures or alterations by the same wrongdoer on items paid by us before we receive your notice.
- Any statement errors, items missing signatures, items with unauthorized endorsements, or other problems causing you to incur a loss which we could have prevented had you notified us within the 30 days.

We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 30 days of when we send or make available to you the statement and items.

ACCOUNT TRANSFER

An Account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your Account, you authorize us to deduct the amount of our liability to the federal government from this Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. You also authorize us to use any other legal remedy to recover the amount of our liability.

RIGHT TO SET-OFF ACCOUNT

You each agree that we may, without prior notice and when permitted by law, set off the funds in this Account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, up to the extent of your right to withdraw. You agree that such a right includes the Bank's right to use proceeds from government benefits, including social security, to pay such debts, including overdrafts and account fees.

If the debt arises from a note, "any due and payable debt" includes the total amount to which we are entitled to demand

payment under the terms of the note at the time we set off, including any balance for which we properly accelerate the due date. This right of set-off does not apply to this Account if:

- It is an Individual Retirement Account or other tax-deferred retirement account; or
- The debt is created by a consumer credit transaction under a credit card plan; or
- The debtor's right of withdrawal arises only in a representative capacity; or
- Setoff is prohibited by the Military Lending Act or its implementing regulations.

You agree we will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this Account and agree to hold us harmless from any claim arising because we exercised our right of set-off.

ADDITIONAL AUTHORIZED SIGNATORY (Individual Accounts Only)

This designation means that the person named as additional authorized signatory shall have the authority during your lifetime to withdraw moneys from the Account. We may release all funds in the Account to, or honor checks or orders drawn by, or withdrawal requests from, that authorized signatory until we are notified in writing of revocation of that authority. You do not intend to give any ownership rights in the Account merely by designating an additional authorized signatory.

RESTRICTIVE LEGENDS

We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of Pinnacle Bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

POST-DATED ITEMS

We will not be liable for post-dated items that are paid.

LEVY OR GARNISHMENTS

You agree that we may charge a fee for processing a levy or garnishment that attaches to your Account.

UNLAWFUL INTERNET GAMBLING NOTICE

You certify that you will not use your Account or any Bank service for any illegal transactions or activity including but not limited to those activities prohibited by the Unlawful Internet Gambling Enforcement Act (Regulation GG). Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

TRANSACTION PROCESSING ORDER

Your transactions may not be processed in the order in which they occurred. In the normal course of business, generally items are processed in the order of which they are received (First In, First Out). We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account.

Deposits and payments not made on a business day, or made after our offices are closed on a business day, will be processed

the next business day as if they occurred that next business day, and will be processed collectively with all other deposits and payments to be processed that next business day, in the order set out in the previous paragraph above.

OTHER INFORMATION

Some Accounts consist of a checking sub account and a savings sub account. Pinnacle Bank may periodically transfer funds between these two sub accounts. If your Account is one on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

RESOLUTION OF DISPUTES

To the extent eligible, and except as otherwise required by state or federal law, you and we agree that each and every action to interpret or enforce any provision of this Account Agreement, or related to the rights or obligations concerning your Accounts:

1. If in Tennessee, will be brought exclusively in or transferred to the "Business Court" established by Orders of the Tennessee Supreme Court;
2. If in North Carolina, will be brought exclusively in or transferred to the "Business Court" as established and governed by N.C. Gen. Stat. § 7A-45.4; or
3. If in South Carolina, will be brought exclusively in or transferred to the "Business Court" established by Orders of the South Carolina Supreme Court.

JURY TRIAL WAIVER

YOU AND WE AGREE THAT TO THE EXTENT PERMITTED BY LAW EACH AND EVERY ACTION TO INTERPRET OR ENFORCE ANY PROVISION OF THIS AGREEMENT, OR RELATED TO THE RIGHTS OR OBLIGATIONS CONCERNING YOUR ACCOUNTS, WILL BE DECIDED AND RESOLVED BY THE COURT SITTING WITHOUT A JURY, AND EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL OF ALL SUCH ACTIONS.

NO CLASS ACTION

You and we agree that to the extent permitted by law each and every action to interpret or enforce any provision of this Agreement, or related to the rights or obligations concerning your Accounts, will be brought on an individual basis only, and not as a purported class or collective proceeding. You and we expressly waive any right to bring any or all of such actions on a class or collective basis.

SOLE AGREEMENT

This Agreement constitutes a single, integrated written contract, and contains all the rights and obligations of you and us relating to your Accounts. No statements, promises, agreements, representations, or warranties of any kind have been made by you or us concerning your Accounts except as set out in this Agreement.

AMENDMENT OR MODIFICATION

Any claimed amendment or modification of this Agreement by you is void unless accepted by us in writing.

SEVERABILITY

If any provision of this Agreement is to any extent contrary to law, otherwise invalid, or incapable of being enforced, that provision shall be excluded to the extent of that invalidity or unenforceability. All other provisions will remain in full force and effect.

COMMERCIAL ACH TRANSACTIONS

The following rules and regulations apply to Automated Clearing House (ACH) transactions received by commercial depositors for non-personal purposes, which are not covered by the Electronic Fund Transfer Act as implemented by Regulation E.

Provisional Payment – Credit given by us to you with respect to an Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt of ACH Items – Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law – We may accept on your behalf payments to your account, which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the substantive laws of the state of Tennessee.

DORMANT ACCOUNTS

We may, after 12 months of inactivity, consider your Account dormant. Dormant accounts will be subject to a monthly dormant account fee as shown on the “Disclosure of Fees and Service Charges” provided at Account opening. Any active debit cards associated with the Account will be closed. We reserve the right not to send statements on Accounts we consider dormant. Accounts which have been dormant for the applicable statutory number of years will be transferred in accordance with state law where your Account is opened. In this case, we will have no further liability to you for these funds.

TELEPHONE MONITORING AND RECORDING

You agree that we may monitor and/or record any telephone conversation with you for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each telephone call that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law.

CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

To provide you with the best possible service in our ongoing business relationship for your Account we may need to contact you about your Account from time to time by telephone, text

messaging or email. However, we must first obtain your consent to contact you about your Account pursuant to consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this Account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes.

With the above understandings, you authorize us to contact you regarding this Account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

III. ELECTRONIC FUNDS TRANSFERS:

YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Funds Transfer section only applies to Accounts held for personal, family or household purposes and is therefore not applicable to business, trust accounts, or any such account held for non-personal purposes.

There are a number of services offered by Pinnacle that allow the transfer of funds into or from your Account by electronic means. These transfers are referred to as electronic funds transfers (EFTs). The EFTs we are capable of handling are indicated below, some of which may not apply to your Account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions.

DIRECT DEPOSITS

You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts.

PRE-AUTHORIZED WITHDRAWALS

You may make arrangements to pay certain recurring bills from your checking or savings accounts.

ATM TRANSFERS

You may access your Account by using your Automated Teller Machine (“ATM”) or check card and personal identification number (PIN), to:

- Withdraw cash from a checking or savings account
- Transfer funds from a savings to a checking account
- Transfer funds from a checking to a savings account

Get information about:

- The account balance of your checking accounts
- The account balance of your savings accounts

Please note that some of these services may not be available at all terminals.

TYPES OF ATM CARD POINT-OF-SALE TRANSACTIONS

You may use your ATM card and PIN to access your checking account to purchase goods (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

TYPES OF CHECK CARD POINT-OF-SALE TRANSACTIONS

You may use your check card to access your checking account to purchase goods (in person, by phone, by internet or by mail), pay for services (in person, by phone, by internet, or by mail), get cash from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card).

ELECTRONIC FUNDS TRANSFER INITIATED BY THIRD PARTIES

You may authorize a third party to initiate electronic funds transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your Account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. You should only provide your financial institution and Account information (whether over the phone, the internet or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking or savings account using information from your check to pay for purchases or to pay bills.

INTERNET BANKING

If you have entered into a separate Internet Banking Agreement with us, you may access your Account(s) through the internet using your access codes, to:

- Transfer funds between your Accounts
- Make payments to loan accounts
- Make payments to third parties
- Get information about your Accounts with us

LIMITATIONS ON TRANSFERS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a money market or savings account to another Account or to third parties by preauthorized, automatic, electronic or telephone transfer are limited to six per statement cycle.
- You may withdraw from your checking or savings account up to \$500 daily using your Pinnacle ATM or check card. Certain non-Pinnacle ATMs may impose a surcharge fee. Disclosure of this surcharge fee may be displayed at those participating ATMs.

- You may purchase up to \$2,500 worth of goods or services daily using your Pinnacle ATM or check card in our point-of-sale transfer service.

CHARGES FOR ELECTRONIC FUNDS TRANSFERS

We do not charge for direct deposits to any type of consumer Account. We do not charge for preauthorized withdrawals from any type of consumer Account. The number of preauthorized withdrawals allowed is limited on some savings accounts. Except as indicated elsewhere, we do not charge for electronic fund transfers on consumer Accounts.

RIGHTS TO DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your Account using an ATM.

Direct Deposits. If you have arranged to have direct deposits made to your Account from the same person or company, you can call us at 1-888-282-2605 to find out whether or not the deposit has been made.

Periodic Statements. You will receive a monthly account statement, either mailed or made electronically available.

UNAUTHORIZED USE OF ATM OR CHECK CARD

Tell us AT ONCE if you believe your ATM card or check card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your Account (plus the maximum amount of your overdraft line of credit).

If you tell us within two business days after you learn of the loss or theft of your ATM or check card and/or PIN, you can lose no more than \$50 if someone used your ATM or check card and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your ATM or check card and/or PIN, and we can prove we could have stopped someone from using your ATM or check card and/or PIN without your permission if you had told us, you can lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by ATM or check card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made electronically available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (ex. a long trip or a hospital stay) kept you from telling us, we may, in our discretion, extend the time for a reasonable period.

If you believe your ATM or check card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account using information from your check without your permission, call us at 1-888-282-2605 or write us at the address listed at the end of this disclosure.

BUSINESS DAYS OF INSTITUTION

For purposes of this disclosure, our business days are Monday through Friday, except for federal holidays.

NOTICE REGARDING ATM FEES BY OTHERS

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

UNAUTHORIZED USE OF MASTERCARD

Certain rights and obligations concerning your use of a MasterCard issued through us are set out in a separate MasterCard Guide to Benefits. If you believe your MasterCard card has been lost or stolen, call us at 1-888-282-2605. Telephoning is the best way of keeping your possible losses down.

Provided you report your MasterCard card as lost or stolen within two business days of when you discover or reasonably should have discovered the loss or theft, you will have no liability for any unauthorized use of your card. If you do not report the loss or theft of your MasterCard card within two business days after you discover or reasonably should have discovered the loss or theft, you may be liable for \$50 for unauthorized transactions utilizing a PIN.

STOP PAYMENT PROCEDURES ON MASTERCARD CHECK CARD TRANSACTIONS

You do not have the right to stop payment on any transfer originated by the use of your MasterCard check card. If you have a dispute with a merchant, you should first attempt to resolve it directly with the merchant. We will attempt to assist in resolving the matter.

PREAUTHORIZED HOLDS

The use of the MasterCard check card to purchase goods or services at merchant locations or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your account, even though the transfer may not be posted to your account until a later date. You must have sufficient funds in your account to cover the transfer on the date that you initiate the transfer and these transfers will be posted to your account with the same legal effect as checks drawn on your account. Merchants honoring the MasterCard check card may be required to obtain authorization for any transfer over a certain dollar amount. This authorization will create a hold on your account and reduce the available balance by the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant's request). The hold may affect the availability of funds from your deposit account to pay checks or for other electronic funds transfers. We will not be responsible for damages for wrongful dishonor if any item is not paid because of this hold, and fees and charges could apply.

STOP PAYMENT PROCEDURES OF PREAUTHORIZED TRANSACTIONS

Right to Stop Payment: If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call or write us at the telephone number or address listed at the end of this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. Each stop payment order may be subject to a fee.

Notice of Varying Amounts: If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the

previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

Liability for Failure to Make Transfers: If we do not complete a transfer to or from your Account in time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the transfer would go over the credit limit of your overdraft line.
- If the ATM where you are making the transfer does not have the capability to complete this transaction.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

There may be other exceptions.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed at the end of this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. Failure to provide your complaint in writing may result in a delay in provisional credit and/or our investigation.

We will provide provisional credit for the amount that you think is in error within 10 business days of your complaint and begin an investigation of the transaction(s). In most cases, we will disclose the results of the investigation within 10 business days

of your complaint. If the transfer involved a point-of-sale transaction or a foreign initiated transfer, we will respond within 20 days. We will correct any error promptly.

If we need more time to investigate the complaint, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to complete our investigation. However, you will have use of the funds in question during our investigation.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Pinnacle Bank
Health & Benefits**

PO Box 2863
 Fargo, ND 58108-2863
 1-888-282-2605

IV. FUNDS AVAILABILITY DISCLOSURE

Our policy is to make funds from your deposits available to you on the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during daily office hours on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the office is closed or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit through the Night Depository after 8:00 a.m. on a business day that we are open, or on a day when we are not open, we will consider the deposit made on the next business day that we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our associates, or if we decide to take this action after

you have left the office, we will mail you a notice of this action by the next business day after we receive your deposit. If you will need the funds from a deposit right away, ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- The account is a new account.
- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

"COLLECTED" FUNDS AVAILABILITY FOR BUSINESS ACCOUNTS

When you deposit a non-Pinnacle check into your account, the Bank must collect the funds from the "paying bank". The check is sent to the Federal Reserve Bank (or another clearing bank) and the Bank receives provisional credit (pending final payment by the paying bank). The check is then presented to the paying bank. Once the presentment process is completed, the funds are deemed "collected." Use of these funds prior to this time is considered "drawing against uncollected funds." A charge may be assessed to your account if you draw against uncollected funds. Non-Pinnacle checks that are deposited will be considered collected on the next business day after the day of deposit. Only collected funds can be used for wire transfers or commercial sweeps.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new client, the following special rules could be applied during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of the day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our associates, the first \$5,000 will not be available until the second business day after the day of your deposit.