

# DEPOSIT ACCOUNT DISCLOSURE

KS StateBank  
Westloop Branch  
1010 Westloop  
Manhattan, KS 66502  
November 17, 2025

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

## CHECKING PLUS

**Eligibility Requirements:** Minors aged 12 to 17 are eligible to open this account. A parent or legal guardian must be named as a joint account holder and all associated services are available to the minor (e.g., debit card, online banking, combined statements, etc.). A parent or legal guardian must co-sign for the debit card.

Eligibility requirements per statement cycle to receive the premium interest rate are:

- 1) Have at least ten (10) debit card Point of Sale transactions post and clear your account\*
- 2) Have at least one (1) Automated Clearing House (ACH) transaction (over \$1.00) post and clear your account
- 3) Receive E-Statements

\*ATM withdrawals do not count as qualifying debit card transactions

**Rate Information:** The interest rate on your account is 0.250% with an annual percentage yield of 0.25%

**Additional Rate Information. Accounts that meet "eligibility requirements":**

The interest rate for balances of \$25,000.00 or less will be 2.50%

The interest rate for balances over \$25,000.00 will be 1.50%

The annual percentage yield for this tier will range from 2.53% to 1.51% depending on the balance in the account.

**Determination of Rate:** Your interest rate and annual percentage yield are subject to change at our discretion without notice.

If you do not meet the eligibility requirements during the qualification cycle, the interest rate paid in your account on the entire balance will be 0.250% with an annual percentage yield of 0.25%.

**Frequency of Rate Changes:** We may change the interest rate on your account every day.

**Limitations on Rate Changes:** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$100.00 to open this account.

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Dormant/Inactive Account Information:** Inactive accounts: \$5.00 per month after 12 months of inactivity and minimum balance is below \$300.00.

**Processing Order:** Transactions may not be processed in the order they occur. The order in which transactions are received and processed can affect the total of overdraft fees incurred. The processing order of these items is important because if there is not enough money in the account to pay the item in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of the fees.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**Accrual on Noncash Deposits:** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example ACH, checks, or wires).

**Transaction Limitations:** No transaction limitations apply to this account.

**Additional Information Regarding Your Account:**

**Additional feature:**

ATM refunds up to \$25.00 per statement cycle, if eligibility requirements are met\*

\*If you have met your qualifications for the specified qualification cycle, we will reimburse you for domestic ATM surcharges up to \$25.00 per qualification cycle. ATM surcharge reimbursements will be credited to your account on the last day of your statement cycle. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after your statement cycle when the reimbursement was applicable.

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

**Fees and Charges:** Please refer to the Fee Schedule provided to you within this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## CLASSIC CHECKING

**Eligibility Requirements:** Minors aged 12 to 17 are eligible to open this account. A parent or legal guardian must be named as a joint account holder and all associated services are available to the minor (e.g., debit card, online banking, combined statements, etc.). A parent or legal guardian must co-sign for the debit card.

**Minimum Balance Requirements:** You must deposit \$100.00 to open this account.

**Dormant/Inactive Account Information:** Inactive accounts: \$5.00 per month after 12 months of inactivity and minimum balance is below \$300.00.

**Processing Order:** Transactions may not be processed in the order they occur. The order in which transactions are received and processed can affect the total of overdraft fees incurred. The processing order of these items is important because if there is not enough money in the account to pay the item in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of the fees.

**Transaction Limitations:** No transaction limitations apply to this account

**Fees and Charges:** Please refer to the Fee Schedule provided to you within this disclosure for information about fees and charges associate with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or changes change, and upon request.

## SIMPLE SAVINGS

**Eligibility Requirements:** The Simple Savings account is available to individuals under 18 years of age and requires a parent or legal guardian as a co-owner. Minor accounts cannot be opened online.

**Rate Information:** The interest rate on your account is 1.000% with an annual percentage yield of 1.00%.

**Determination of Rate:** Your interest rate and annual percentage yield are subject to change at our discretion without notice.

**Frequency of Rate Changes:** We may change the interest rate on your account every day.

**Limitations on Rate Chagres:** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$100.00 to open this account. Accountholders under the age of 18 may open with \$20.

You must maintain a minimum daily balance of \$0.01 in the account each say to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Dormant/Inactive Account Information:** Inactive accounts: \$5.00 per month after 12 months of inactivity and minimum balance is below \$300.00.

**Processing Order:** Transactions may not be processed in the order they occur. The order in which transactions are received and processed can affect the total of overdraft fees incurred. The processing order of these items is important because if there is not enough money in the account to pay the item in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of the fees.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example ACH, checks, or wires).

**Transaction Limitations:** You may make six (6) withdrawal(s) from your account per month at no charge. You may only make six (6) preauthorized transfers through an ACH or EFT, automatic transfers for overdraft protection, telephone and internet transactions, checks (including bill payments) or drafts payable to third party, and transfers to another account per month at no charge at KS StateBank.

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, ksstate.bank/rates.

**Fees and Charges:** Please refer to the Fee Schedule provided to you within this disclosure for information about fees and charges associate with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or service charges change, and upon request.

There is a per debit item fee of \$5.00 after six (6) withdrawals.

The \$2.00 paper statement fee can be avoided by signing up for Online Banking and receiving your statements by E-Statements.

## ADVANTAGE MONEY MARKET

**Rate Information:** The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	0.350%	0.35%
2	Equal to or greater than \$2,500.00 but less than \$25,000.00	1.000%	1.00%
3	Equal to or greater than \$25,000.00 but less than \$100,000.00	2.000%	2.02%
4	Equal to or greater than \$100,000.00	3.000%	3.04%

**Determination of Rate:** Your interest rate and annual percentage yield are subject to change at our discretion without notice.

**Frequency of Rate Changes:** We may change the interest rate on your account every day.

**Limitations on Rate Chagres:** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting:** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$2,500.00 to open this account.

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Dormant/Inactive Account Information:** Inactive accounts: \$5.00 per month after 12 months of inactivity and minimum balance is below \$300.00.

**Processing Order:** Transactions may not be processed in the order they occur. The order in which transactions are received and processed can affect the total of overdraft fees incurred. The processing order of these items is important because if there is not enough money in the account to pay the item in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of the fees.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**Accrual on Noncash Deposits:** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example ACH, checks, or wires).

**Transaction Limitations:** You may make six (6) withdrawal(s) from your account per month at no charge. You may only make six (6) preauthorized transfers through an ACH or EFT, automatic transfers for overdraft protection, telephone and internet transactions, checks (including bill payments) or drafts payable to third party, and transfers to another account per month at no charge at KS StateBank.

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

**Fees and Charges:** Please refer to the Fee Schedule provided to you within this disclosure for information about fees and charges associate with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or service charges change, and upon request.

There is a per debit item fee of \$5.00 after six (6) withdrawals.

The \$2.00 paper statement fee can be avoided by signing up for Online Banking and receiving your statements by E-Statements.

## IRA MONEY MARKET

**Time Deposit Renewal Notice:** Please see the separate Maturity Notice information you receive at the time of account opening on the current maturity date, grace period, and renewal maturity date for this account. The rate(s) and annual percentage yield(s) for the renewal account have not yet been determined. They will be available on the date disclosed on the Maturity Notice. Please call 800-588-6805 to learn the rate(s) and annual percentage yield(s) for your renewal account.

### THE INFORMATION CONTAINED IN THE FOLLOWING SECTIONS RELATED TO THE RENEWAL ACCOUNT.

**Rate Information:** The interest rate(s) and annual percentage yield(s) for the renewal account have not yet been determined. Refer to the TIME DEPOSIT RENEWAL NOTICE section you receive at the time of account opening to find out how to obtain the interest rate.

You will be paid that interest rate until maturity.

**Compounding and Crediting:** Interest will not be compounded and will be credited to the account at maturity.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account.

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day you deposit noncash items (for example ACH, checks, or wire).

**Transaction Limitations:** No transaction limitations apply to this account.

**Individual Retirement Account:** Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

**Renewal Policies:** Your account will automatically renew at maturity. There is no grace period following the maturity of this account to withdraw funds without an early withdrawal penalty.

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate(s) and annual percentage yield information, please call 800-588-6805.

## 6 MONTH CERTIFICATE OF DEPOSIT \$500 – \$250,000

**Rate Information:** The current interest rate on this account is 4.040% with an annual percentage yield of 4.10%. You will be paid this interest rate until maturity.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page on our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 6 months after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 3 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 6 MONTH CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 4.040% with an annual percentage yield of 4.10%. You will be paid this interest rate until maturity.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page on our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 6 months after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 3 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 1 YEAR CERTIFICATE OF DEPOSIT \$500 – \$250,000

**Rate Information:** The current interest rate on this account is 3.990% with an annual percentage yield of 4.05%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page on our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly.

The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 1 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed

will equal 6 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 1 YEAR CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 3.990% with an annual percentage yield of 4.05%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page on our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly.

The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 1 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 6 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/7/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 2 YEAR CERTIFICATE OF DEPOSIT \$500 – \$250,000

**Rate Information:** The current interest rate on this account is 3.800% with an annual percentage yield of 3.850%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 2 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 9 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

## 2 YEAR CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 3.800% with an annual percentage yield of 3.85%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 2 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 9 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

## 3 YEAR CERTIFICATE OF DEPOSIT \$500-\$250,000

**Rate Information:** The current interest rate on this account is 3.800% with an annual percentage yield of 3.85%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 3 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 12 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

## 3 YEAR CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 3.800% with an annual percentage yield of 3.85%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you

designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 3 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 12 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 4 YEAR CERTIFICATE OF DEPOSIT \$500-\$250,000

**Rate Information:** The current interest rate on this account is 3.800% with an annual percentage yield of 3.85%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 4 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 15 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 4 YEAR CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 3.800% with an annual percentage yield of 3.85%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 4 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 15 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 5 YEAR CERTIFICATE OF DEPOSIT \$500-\$250,000

**Rate Information:** The current interest rate on this account is 3.890% with an annual percentage yield of 3.95%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 5 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 18 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

### 5 YEAR CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 3.890% with an annual percentage yield of 3.95%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 5 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 18 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).



## 7 YEAR CERTIFICATE OF DEPOSIT \$500-\$250,000

**Rate Information:** The current interest rate on this account is 4.040% with an annual percentage yield of 4.10%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$500.00 to open this account. You must maintain a minimum daily balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 7 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 18 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

## 7 YEAR CERTIFICATE OF DEPOSIT >\$250,000

**Rate Information:** The current interest rate on this account is 4.040% with an annual percentage yield of 4.10%.

**Determination of Rate:** Rates are subject to change at our discretion without notice. The interest rate and annual percentage yield are included in the Deposit Rates page within our website at [ksstate.bank/rates](https://ksstate.bank/rates) and on your Receipt of Time Deposit upon application approval. The interest rate and annual percentage yield will not change for the term of the account. You will be paid this interest rate until maturity.

**Compounding and Crediting:** Interest will compound quarterly and will credit to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. If the account was opened in-branch you can deposit the interest into an account that you designate. A withdrawal will reduce earnings. If interest is credited to another account, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements:** You must deposit \$250,000.00 to open this account. You must maintain a minimum daily balance of \$250,000.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on Noncash Deposits:** Interest begins to accrue on the business day we receive your deposit or noncash items (for example, ACH, checks, or wire).

**Transaction Limitations:** You may not make deposits into your account until the maturity date.

**Maturity Date:** Your account will mature 7 year after funding. Refer to your Receipt of Time Deposit for your opening and maturity dates.

**Early Withdrawal Provisions:** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 18 month of interest.

**Renewal Policies:** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**One Signer Required for Withdrawals.**

**Current Rate Information:** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 11/17/2025. To obtain the current rate and annual percentage yield information, please call 800-588-6805 or visit the Deposit Rates page on our website, [ksstate.bank/rates](https://ksstate.bank/rates).

## OTHER ACCOUNT FEES

The following fee applies to all of your accounts with us except Certificates of Deposit and Time Deposit Accounts:

Returned Deposit Item: \$10.00

The following fees apply to Checking Plus; Classic Checking; Advantage Money Market; Enhanced Business Checking; Small Business Checking; Community Checking; and Business Money Market Accounts:

Overdraft: \$25.00 - each debit or check paid

Insufficient Funds: \$25.00 each debit

The following fees apply to Checking Plus; Classic Checking; Simple Savings; Advantage Money Market; Enhanced Business Checking; Small Business Checking; Community Checking; and Business Money Market Accounts:

Stop Payments: \$25.00

Inactive Accounts: \$5.00 per month after 12 months of inactivity and minimum balance is below \$300.00

Garnishments: \$15.00

Account Closing Fee: \$25.00 - If new account is closed within 90 days

Levies: \$15.00

## MISCELLANEOUS FEES AND CHARGES

**Account Reconciliation/Research:** \$25.00 hour/\$10.00 minimum - \$1.00 copy charge

**Backup Withholding:** \$12.00/year

**Returned Mail:** \$5.00

**Photocopies of Checks and Statements:** \$2.00

**Sweeps:** \$2.00

### Bank Checks

Cashier's Checks: \$5.00

**Coin Counting:** Free for clients

### Collection Items

Incoming: \$20.00

Outgoing: \$7.50

**Copies of Checks:** \$2/page

### Debit/ATM Card

Replacement: \$5.00

Reissue PIN: \$5.00

Rush Order of Replacement Card: Costs Vary

### Foreign Transactions

Currency Exchange: Call for Quote

Foreign Drafts: Call for Quote Foreign

Checks: \$7.50/each

**Notary:** Free for clients

### Wire Transfers

Outgoing - Foreign: \$40.00 - other charges may apply

Outgoing - Domestic: \$20.00

Incoming - Customer: Incoming - Free

### Safe Deposit Box Fees

Box Size: Annual Rent

2X5: \$15.00

3X5: \$20.00

5X5: \$30.00

3X10: \$35.00

5X10: \$55.00

10X10: \$100.00

Drill and Replace Locks: \$150.00

### Statements

E-Statements: Free

Statement returned due to no forwarding address: Reprint of Statement: \$2.00

Paper Statement on Electronic Accounts: \$2.00 (Includes Checking PLUS, Simple Savings and Advantage Money Market)

Returned Mail: \$5.00

**Savings/Money Market Excess Withdrawals:** \$5/each

**Inactive Account**

Inactive Account: \$5.00 if balance falls below \$300.00

If you have not made a withdrawal from, or a deposit to, your Account for a twelve month period of time, your Account may be classified by us as inactive. Subject to applicable law, we may charge an inactive account fee on the Account. We reserve the right not to send statements on accounts we consider inactive subject to applicable law.

**Secure Token for Online Banking**

Hard Token Annual Payment: \$12.00/year

Virtual Token: Free

**Bank to Bank Transfers**

Incoming Transfer: Free Outgoing

Transfer: \$3.99/each

**FUNDS AVAILABILITY POLICY DISCLOSURE**

**Purpose of this Disclosure:** Our general policy is to allow you to withdraw funds deposited in a transaction account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below. For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to KS StateBank. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

**Determining the Availability of Your Deposit:** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. 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. When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions. In order to establish that a deposit is made on a particular Business Day, we establish a cut-off time. You must make your deposit before the cut-off time in order for it to be considered to have been made on that Business Day.

LOCATION	CUT-OFF TIME
All KS StateBank Branches	6:00 PM Central Time
All KS StateBank ATM Locations	2:30 PM Central Time

However, if you make a deposit after the cut-off time shown above or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**Availability Schedule:**

**Same Day Availability:** Funds from deposits of:

- electronic direct deposits
- cash\*
- wire transfers

will be available on the day of deposit.

**Next Day Availability:** Funds from deposits of:

- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- Cashier's, Certified, or Teller's checks\*\*
- checks drawn on us

will be available on the first Business Day after the day of deposit.

**Other Check Deposits:** Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

**\* Cash Deposits:** If the cash deposits are made in person to an employee of KS StateBank, then the funds will be made available on the day we receive your deposit. If they are not made in person to an employee, then the funds will be made available no later than the next Business Day after the day of your deposit.

**\*\* Check Deposits:** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's Checks. In order for these check deposits to be made available according to the funds availability schedule above, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

**Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, 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 employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

- (a) if we believe a check you deposit will not be paid;

- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications 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 sixth Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Special Rules for New Accounts:** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

**Same Day Availability:** Funds from cash\*, wire transfers, and electronic direct deposits made to your account, and checks drawn on us will be available on the day we receive the deposit.

**Next Day Availability:** Funds from the first \$5,525 of a day's total deposits of:

- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- Cashier's, Certified, or Teller's checks\*\*
- Traveler's Checks\*\*

are available on the first Business Day after the day of your deposit.

**Funds Exceeding \$5,525:** The excess over \$5,525 of a day's total check deposits will be available on the 7 Business Day after the day of your deposit.

**Other Check Deposits:** Funds from all other check deposits will be available on the 7 Business Day after the day of deposit.

**\* Cash Deposits:** If the cash deposits are made in person to an employee of KS StateBank, then the funds will be made available on the day we receive your deposit. If they are not made in person to an employee, then the funds will be made available no later than the next Business Day after the day of your deposit.

**\*\* Check Deposits:** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's Checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the first \$5,525 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

**Foreign Checks:** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**Deposits at Automated Teller Machines:** We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to KS StateBank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**Terms and Conditions:** The following provisions govern the use of EFT services through accounts held by KS StateBank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference

**Definition of Business Day:** Business days are Monday through Friday excluding holidays.

## ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**Debit Card Services:** The services available through use of your debit card are described below.

Debit Card Services:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).
- You may use your card at any merchant that accepts Mastercard® debit cards for the purchase of goods and services.

### ATM Services:

**Network:** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using

and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following network(s): Pulse®

**ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Point of Sale Transactions:** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**Currency Conversion - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**IMPORTANT ADDITIONAL FEE NOTICE.** We may impose a fee of up to 1.10% of the US dollar amount on each foreign/international transaction.

**Services Provided Through Use of Telephone Banking:** You may perform the following functions through use of Telephone Banking:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

In addition, you may perform other transactions such as: Obtain account information and determine if a particular check has cleared

**Preauthorized Transfer Services:**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), and money market account(s).

**Services Provided through Use of Online Banking and Mobile Banking:** KS StateBank offers its customers use of our Online Banking and Mobile Banking service.

Transfer funds between your deposit accounts, obtain account and balance information, determine if a particular check has cleared.

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

## LIMITATIONS ON TRANSACTIONS

**Transaction Limitations – Debit Card:**

**Cash Withdrawal Limitations:** You may withdraw up to \$1,000.00 through use of ATMs in any one day.

**Point of Sale Limitations:** You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service.

**Total Daily Limits:** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$1,000.00 in any one day

**Other Limitations:**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

**Limits on Transfers from Certain Accounts:** We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per month for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

**Right to Receive Documentation of your Transfers:**

**Transaction Receipts:** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**Periodic Statements:** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**Preauthorized Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- You can call us at 800-588-6805 to find out whether or not the deposit has been made.

**Using Your Card and Personal Identification Number ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify KS StateBank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM, via the telephone, or You may change your PIN at out Westloop, Wichita or Phoenix locations.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**Rights and Procedure to Stop Payments:** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, contact us by:

Phone at: 800-588-6805

Mail at: KS StateBank  
1010 Westloop Place  
Manhattan, KS 66502

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**Notice of Varying Amounts:** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**Our Liability for Failure to Stop Preauthorized Transfer Payments:** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**Your Responsibility to Notify us of Loss of Theft:** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen, contact us by:

Phone at: 800-588-6805 (8:00 AM to 5:00 PM CT)

Mail at: KS StateBank  
1010 Westloop Place  
Manhattan, KS 66502

During non-banking hours please call 866-546-8273.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Consumer Liability:** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code 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 the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**Consumer Liability for Unauthorized Transactions Involving Debit Card:** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**Illegal Use of Debit Card:** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

**In Case of Errors or Questions About Your Transactions:** In case of errors or questions about your electronic fund transfers, please contact us by:

Phone at: 800-588-6805

Mail at: KS StateBank  
1010 Westloop Place  
Manhattan, KS 66502

Email at: [clientcare@ksstate.bank](mailto:clientcare@ksstate.bank)

Or, use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact KS StateBank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**Liability for Failure to Complete Transaction:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. 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 result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction. There may be other exceptions provided by applicable law.

**Charges for Transfers of the Right to Make Transfers:**

**Fees:** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Rate and Fee Schedule, which is hereby incorporated into this document.

**Disclosure of Account Information:** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release KS StateBank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**Amending or Terminating the Agreement:** We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**Safety Precautions for ATM Terminal Usage:** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.

- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

## ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and KS StateBank.

## SUBSTITUTE CHECK POLICY DISCLOSURE

### Important Information about Your Account

#### Substitute Checks and Your Rights

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account.

If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: 800-588-6805

Mail at: KS StateBank  
1010 Westloop Place  
Manhattan, KS 66502

Email at: [clientcare@ksstate.bank](mailto:clientcare@ksstate.bank)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

## ACCOUNT AGREEMENT

**Definitions:** Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, KS StateBank.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.



**General Agreement:** You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**Your Choice of Account:** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**Individual Account:** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**Joint with Right of Survivorship Account:** The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

**Payable on Death Account:** A Payable On Death account permits the account owners to transfer the account to named beneficiaries. You may designate primary and contingent beneficiaries. Named beneficiaries are assumed to be primary unless indicated as contingent. The account owners may withdraw all or part of the funds at any time. If a Payable On Death account is opened in the name of more than one account owner, then the account owners must designate whether between the account owners, the account is held as a joint account with right of survivorship, or a joint account without right of survivorship. The account owners may change the named beneficiaries at any time by written direction, in a form acceptable to us.

The following additional rules apply if the Payable On Death account is held as a joint account with right of survivorship. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

The beneficiary can only acquire withdrawal rights by surviving all of the account owners. If more than one named beneficiary survives all of the account owners, then the beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no beneficiary survives all of the account owners, then the account shall be treated as an individual account (if there is one surviving account owner) or as a joint account with right of survivorship (if there is more than one surviving account owner). In that case, the account will be in the name(s) of the surviving account owner(s), rather than a Payable On Death Account.

**Transfers and assignments:** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**Multiple Account Owners:** If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of signatures on the Account Information form must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**Power of Attorney:** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**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 the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**Stale or Postdated Checks:** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**Preauthorized Checks or Drafts:** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**Verifying Funds Availability for Check:** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**Check Safekeeping:** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Rate and Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**Your Responsibility for Bank of Check:** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**Electronic Checks and Electronically-Created Items:** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**Substitute Checks:** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**Remote Deposit Capture:** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at KS StateBank only."

**Remotely Created Checks:** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

**Withdrawals:** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**Deposits:** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

**Collection of Deposited Items:** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**Statements:** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**Electronic Statements and Notices:** You may have the option to have statements and notices regarding this account provided to you in an electronic form, to a designated e-mail address, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

**ACH and WIRE Transfers:** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Kansas. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment:** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the 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.

**International ACH Transactions:** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**Notice of Receipt:** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. 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, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

#### **Stop Payments:**

**Stop Payment on Checks:** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

**Stop Payment of ACH Debits:** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not

**Death of Incompetency:** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### **Non-Sufficient Funds and Overdrafts:**

**How we Decide to Pay an Item of Debit – Available Balance:** We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How we Assess Fees – Actual (Ledger) Balance:** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Items for Non-Sufficient Funds:** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts:** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

**Signatures:** Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**Payment of Interest:** Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

**Fees, Service Charges and Balance Requirements:** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as

provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**Set-Offs and Security Interest:** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**Claims:** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**Dormant/Inactive Accounts:** You understand that if your account is dormant or inactive, your account if interest-bearing will continue to earn interest and we may charge fees specified in the Disclosures, to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**Attorney's Fees and Expenses:** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**Legal Process Against Account:** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**Closing Account:** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**Our Waiver of Rights:** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**Your Waiver of Notice:** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**Notice:** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**Telephone and Electronic Communication:** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**Online or Mobile Services:** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**Amendments and Alterations:** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**Effective Applicable Laws and Regulations:** You understand that this Agreement is governed by the laws of Kansas, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

## NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

### NOTICE

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report**

**FACTS****WHAT DOES KS STATEBANK  
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons KS StateBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does KS StateBank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call toll-free at 800-588-6805 or visit us online at [ksstate.bank](http://ksstate.bank).

## What we do

<b>How does KS StateBank protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does KS StateBank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● open an account or apply for a loan</li> <li>● provide account information or give us your contact information</li> <li>● show your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>KS StateBank does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>KS StateBank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>KS StateBank doesn't jointly market.</i></li> </ul>

## Other important information