

INVESTORSBANK
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e-Banking Deposit Account Agreement

All deposit products offered through InvestorsBankdirect.com will be opened through InvestorsBank, a Wisconsin state chartered bank insured by the FDIC. **General Agreement.** The terms "you" and "your" refer to the depositor (whether single or multiple party) and the terms "we," "us" and "our" refer to InvestorsBank. You understand the following e-Banking Deposit Account Agreement (the "Agreement") governs your account with us along with any other documents applicable to your account, which includes the Truth In Savings Account Disclosure and the Privacy Policy. And if applicable to your account, the Funds Availability Policy, and the Electronic Fund Transfer Agreement. These documents are collectively the "Disclosures", and are incorporated into this Agreement. The Disclosures are available at www.investorsbank.com. You understand that your account is also governed by applicable law.

General Rules. The following rules apply to all types of accounts:

1. **Deposits.** Deposits may be made through an external account and by mail. An external account must be a personal (non-business) checking account at another U.S. chartered bank. You may not make cash deposits. 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 deposits. 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 and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned, and all related costs and expenses related to the collection of some or all of the amount from you. Funds deposited to your account are available in accordance with the Disclosures.

2. **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.

3. **Set-offs.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us. If the account(s) is/are held jointly, we may offset funds for the debt of any one of the joint owners.

4. **Expenses.** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

5. **Dormant Accounts.** You understand that if your account is dormant, you will be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

6. **Joint Accounts, Marital Accounts, Payable on Death Accounts and Custodial Accounts.** You acknowledge that if your account is set up as a joint account, marital account, payable on death ("P.O.D.") account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

7. **Joint Accounts and Marital Accounts.** If this is a joint or marital account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. When the joint owners are husband and wife, the intent is that all property in the account, including earnings, be held as community property. 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 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.

8. **Account Ownership.** If the account is noted as a single party account, at the death of the individual, the ownership of the funds remaining in the account will pass to the individual's estate. If the account is noted as a P.O.D. account with single party, upon the death of the party, ownership passes to the pay on death beneficiary(ies) and will not be part of the deceased party's estate. If the account is designated as a joint account, upon the death of one of the parties to the account, ownership of the funds in the account vest in and belong to the surviving party(ies) as his or her separate property and estate. If the account is designated as a P.O.D. account with multiple parties, upon the death of one of the parties, ownership passes to the survivor(s). Upon the death of the last surviving party,

ownership passes to the payable on death beneficiary(ies) and is not part of the last surviving party's estate. If the account is designated as a marital account, this account is established without the right of survivorship between a husband and wife, which is payable on request to either or both of the parties. Upon the death of either of them, the survivor owns 50% of the sums on deposit. Upon the receipt of written notice of death, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. If the account is designated as a marital account with P.O.D. beneficiaries, the account is owned as a marital account and upon the death of either party, 50% of the sums on deposit are owned by the P.O.D. beneficiary(ies) named by the deceased party and 50% are owned by the survivor.

9. **Payable on Death Account.** If this account is noted as a Payable on Death ("P.O.D.") account, you may change the named beneficiary(ies) at any time by a written direction to us. To the extent permitted by law, we may require the beneficiaries to indemnify us for losses we incur in reliance on the beneficiary(ies) representations that you have died, that all the beneficiaries have joined in the request for payment of the account, and for any tax or other imposition on the account occurring after payment.

10. **Custodial Account.** Any custodial account maintained is subject to the Uniform Transfers to Minors Act or other similar applicable law as adopted by the state in which the account is opened. The account must be opened in the name of a custodian. There may be only one custodian and one minor or beneficiary for each account.

11. **Agency (Power of Attorney).** If you wish to name an agent(s) to act as your attorney-in-fact or agent in connection with your account, we may use the form of appointment found on the signature card or some other appropriate form. An agent(s) may make account transactions for parties but has no ownership or rights at death unless named as a P.O.D. beneficiary(ies). If you have designated that the agent(s) will continue to have power after your disability, the agent's(s') authority survives your disability. The agent(s) may act for a disabled party until the authority of the agent(s) is terminated. If you have noted that the agent(s) will not have power after your disability, the agent's(s') authority extinguishes upon your disability. Death of the sole party or the last surviving party terminates the authority of the agent(s).

12. **Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

13. **Non-Sufficient Funds.** If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return such item for non-sufficient funds and will charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, if any. We may process checks and any other debit activity in any order, including from highest dollar amount to lowest dollar amount.

14. **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 email address shown on the account records. You are responsible for notifying us of any email address changes. If electronic mail is returned as undeliverable an attempt will be made to contact you. If contact cannot be made, a paper copy of the notification will be sent by U. S. mail to the street address shown on the account records. Only one notice will be given in the case of joint account holders.

15. **Notices.** You are responsible for notifying us of any email address or street address or name changes, the death of an account holder or other information affecting your account. Notices must be in writing, signed by the account owner(s), 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 a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing.

16. **Closing Account.** We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

17. **Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

18. **Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened, unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

19. **ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. 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 to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

Provisional Payment. Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. 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.

Notice of Receipt. Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which 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 this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

20. **Payment of Interest.** If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.
21. **Stop Payments.** If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for 6 months. The stop payment request of a recurring preauthorized transfer will suspend all further payment to the stated payee under this stated payment schedule until you notify us to resume. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the stop payment may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security.
22. **Checks.** 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, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not 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 this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.
23. **Substitute Checks.** To make check processing faster, federal law permits financial institutions 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 check(s).

24. **Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, 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.

25. **Check Safekeeping.** If you can write checks on your account and: utilize a check safekeeping 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 is subject to a fee. 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.

26. **Statements.** If your account is a InvestorsMoney, InvestorsChecking or any other Checking, NOW, Money Market, or Statement Savings account, available by or from us, we will provide you with a periodic statement showing the account activity. 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. We may, with your consent, provide statements in electronic form to the last email address you have provided. If you consent to receive your statements electronically, we will not be required to mail you paper copies of such statements. You may withdraw your consent by contacting the Bank, in writing, and requesting that statements be mailed to you. Joint account statements sent to any joint owner will be considered "delivered" for all purposes. You must notify us within 30 days after we email, mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our 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 email or mailing address, we may stop sending your statements until you specifically make a written request that we resume sending your statements and you supply us with a proper email or mailing address.

27. **Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files and contain the required number of signatures for this purpose.

28. **Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "must be

presented within 90 days" or "not valid for more than \$1,000.00."

29. **No Waiver.** 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.

CHECKING AND NOW ACCOUNTS

In addition to the General Rules, your Checking Account and Negotiable' Order of Withdrawal (NOW) Account will be subject to the following; rules:

1. **Withdrawals.** Deposits will be available for withdrawal consistent; with the terms of our Disclosures. Withdrawals may be subject to a service charge.
2. **Withdrawal Notice Requirements.** If your account is a NOW or interest bearing checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

1. **Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
2. **Access Limitations.** You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. The Disclosures will also specify the maximum number of checks that may be written on your account per month. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to a checking or other transaction account if these restrictions are violated.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

In addition to the general rules, your Certificate of Deposit/Time Deposit ("Certificate") Account will be subject to the following rules:

1. **Terms.** The term of deposit, interest rate(s) and Annual Percentage Yield ("APY") of your Certificate are specified on your Certificate, and in the Disclosures provided to you at the time of opening the Certificate.
2. **Payment on Maturity.** Your Certificate is payable on the maturity date noted on the Certificate and in your Disclosures. If this is a joint account, payment is subject to the terms discussed in the Joint Account provisions of this Agreement.
3. **Interest.** The Certificate bears interest at the rate and basis as set forth on the Certificate and in the Disclosures. Interest will not be compounded unless noted on the Certificate and in the Disclosures; and will be paid according to the payment frequency set forth, and in the manner indicated, on the Certificate, and in your Disclosures. Withdrawal of interest prior to maturity will affect the APY. For any renewal of a Certificate, interest will be paid at the rate then in effect at this financial institution for similar accounts and any such renewal will be for a

time period equal or similar to the original term and subject to these terms and conditions. Except for any grace period interest discussed in paragraph 7 or any post-maturity interest discussed in paragraph 8 below, no interest will be paid on a certificate after the maturity date of its term.

4. **Transferability.** No right in, or title to, the Certificate is transferable, except on the books of this financial institution.

5. **Withdrawal Prior to Maturity.** You have contracted to keep the funds evidenced by the Certificate on deposit from the issue date until the maturity date of the Certificate's term. Acceptance of a request by you for withdrawal of some or all of the funds prior to the maturity date is at our discretion, or as referenced in the Withdrawals and Additional Deposits during Term provision of the Agreement.

6. **Early Withdrawal Penalty.** If we allow a withdrawal, either partial or in whole, prior to the maturity date, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth on the Certificate, and in the Disclosure. In no event shall such penalty be less than seven (7) days simple interest on the amount withdrawn and the penalty may invade the Certificate's principal.

7. **Automatic Renewal.** Automatic Renewable Certificates will renew automatically on the stated maturity date of its term. If the deposit is withdrawn during the grace period as set forth on the Certificate, and in the Disclosures, we will not charge an early withdrawal penalty. If interest is paid on the Certificate until withdrawal during the grace period, it shall be that interest described on the Certificate under Grace Period Interest.

8. **Single Maturity.** Single Maturity Certificates are not automatically renewable and mature on the stated maturity date of this term as set forth on the Certificate and in the Disclosures. No interest will be paid on the Certificate after the maturity date unless described on the Certificate under Post-Maturity Interest.

9. **Withdrawals and Additional Deposits during Term.** No withdrawal or additional deposits will be allowed during the term of the Certificate unless allowed by the product, as disclosed by your Certificate and in the Disclosures.

10. **Callable Time Deposit.** If your Certificate has a "call" feature, we may redeem the Certificate prior to the stated maturity date as disclosed by your Certificate and the Disclosures.

11. **Bump Up Time Deposit.** If your Certificate has a "bump up" feature, you may bump up the interest rate on your Certificate prior to the stated maturity date, as disclosed by your Certificate and the Disclosures.

12. **Step Rate Time Deposit.** If your Certificate has a "step rate" feature, there are two or more interest rates that will take effect for the specified time periods as disclosed by your Certificate and the Disclosures.

13. **Tiered Balance Time Deposit.** If your Certificate has a "tiered balance" feature, there is an identified interest rate and APY, or range of APYs, applicable to specified portions of the Certificate's balance, as disclosed by your Certificate and the Disclosures.