

AGREEMENT - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without our written consent.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this form is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

LIABILITY - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless otherwise clearly indicated on the account records, any one of you who is an authorized signer may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each signer authorizes the other signers (until we receive written notice to the contrary) to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge a check against your account, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your Notice of Penalties for early withdrawal.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire 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 financial institution or beneficiary, 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. You agree to be bound by automated clearing house association rules. These rules provide among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - You intend these rules to apply to this account depending on the form of ownership and beneficiary designation. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account** - is owned by one person. **Joint Account - With Survivorship (And Not As Tenants In Common)** - is owned by two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal. **Revocable Trust or Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdrawal only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. Any such beneficiary may withdrawal all or any part of the account balance. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdrawal all or part of the deposit at any time. **Corporate, Partnership, and other Organizational Accounts** - We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

STOP-PAYMENTS - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the

person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

AMENDMENTS AND TERMINATION - From time to time we may amend any term of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed the total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SET-OFF - You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

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 on file, or that are filed separately with us, and contain the required number of signatures for this purpose.

AUTHORIZED SIGNER - (Individual Accounts only) - An authorized signer is someone you designate to conduct transactions on your behalf, but does not have any ownership or rights at death unless named as a Pay-on-Death or Revocable Trust beneficiary.

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 one of our officers. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

FORGERIES - In the event a forged, altered, or fraudulently completed item ("Forged Item") is presented for payment from or secured by your account and we honor such presentation, you have sixty (60) days to notify us of your claim of forgery or alteration. To commence the investigation of your claim, you will complete a forgery affidavit, a sworn statement that the item was forged or altered and that you had no prior knowledge of and did not consent to such forgery or alteration. You will also cooperate with us in any investigation or prosecution necessary to recover against the forger including, but not limited to, providing further affidavits, testifying, filing police reports, or pressing charges. We will have ten (10) business days to investigate your claim ("Investigation Period"). If we determine during the Investigation Period that a forgery or alteration did occur, we may provide you provisional credit in the amount of the Forged Item so long as you have not made any misrepresentations regarding your claim and you cooperate with any prosecution. If it is determined you have made a misrepresentation regarding your claim or you fail to assist in prosecution, we may revoke any provisional credit related to the claim and charge such credit to any of your accounts with us, including closed accounts. Prosecution of a claim may result in the arrest and prosecution of an individual. You will indemnify and hold harmless Emprise Bank, its agents, employees or representatives from any claim, liability or damage that may result from said arrest and/or prosecution if your representations to Emprise Bank or its representatives regarding this claim should prove to be false.

SCHEDULE OF CHARGES - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to pay the service fees charged by us for special services. See Schedule of Charges showing our current fee schedule for such services, which fees may change from time to time. Each of you agrees to be jointly and severally liable for the service fees incurred with respect to this account and any account deficit resulting in whole or in part from our charging a service fee and the costs we incur to collect the deficit, to the extent permitted by law, including reasonable attorneys' fees.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

06/01/10

RULES GOVERNING YOUR ABILITY TO WITHDRAW FUNDS

Funds Availability Policy - This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. It does not apply to any of the savings or money market accounts we offer. Feel free to ask us whether any of your other accounts might also be under this policy.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit at any branch, on a business day that we are open, we will consider that day to be the day of deposit. If you make a deposit at a Hays ATM before 2 p.m. or at a Wichita ATM before 8 p.m., we will consider that day to be the day of deposit. If you make a deposit at a branch after it is closed or on a day it is not open, we will consider that the deposit was made on the next business day. If you make a deposit at a Hays ATM after 2 p.m. or at a Wichita ATM after 8 p.m., we will consider that the deposit was made on the next business day.

Longer Delays May Apply - In some cases, (on a case-by-case basis) we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you and 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.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- A check you deposited was previously returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- The checks you deposited on this day exceed \$5000.
- There is an emergency, such as failure of communications or computer equipment.

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

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount, less \$100, of the funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit with us. These funds may not be available for withdrawal until the seventh business day after the day we accepted the deposit.

Special Rule For New Accounts - If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5000 of a day's total deposits of cashier's, certified, teller's, traveler's and Federal, State and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5000 will not be available until the second business day after the day of your deposit. The excess over \$5000 will be available no later than the ninth business day after the day of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

03/01/10

RULES GOVERNING ELECTRONIC FUNDS TRANSFERS (Applicable to consumer accounts only)

ELECTRONIC DEVICE USAGE - You may use Emprise Access 24 Hour Telephone Banking or Emprise Internet Website (website) to:

- Transfer funds between your accounts.
- Learn the balance in your account.
- Make loan payments.

In addition to the above functions, you may use the Website to:

- Pay bills to third parties.
- View completed transactions on your account.

You may use your ATM Card and VISA Check Card (Check Card) to:

- Withdraw cash from your account at automated teller machines (ATMs).
- Transfer funds between your accounts
- Learn the balance in your account.

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.
- Pay for bills.

In addition to the above functions, you may use your Check Card to:

- Pay for purchases anywhere VISA Debit cards are accepted.

The following transactions will be covered by "Rules Governing Electronic Fund Transfers" in addition to EFTs listed in Electronic Device Usage:

Electronic Check Conversion - When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Computer Initiated bill payments - We accept payments made under a bill payment service, unless the terms of the bill payment service explicitly state that all payments, or all payments to a particular payee or payees, will be solely by check, draft, or similar paper instrument drawn on the your account, and the payee or payees that will be paid in this manner are identified to you.

FEES ASSOCIATED WITH RETURNED CHECKS - If your payment is returned due to insufficient funds in your account, you authorize us to make a one-time electronic fund transfer from your account to collect a fee. The fee will be determined as set forth in our Schedule of Charges.

BUSINESS DAYS - Our business days are Monday through Friday. Saturdays, Sundays and holidays are not included.

LIMITATIONS ON FREQUENCY OR AMOUNTS OF TRANSFERS - Your total cash withdrawals with your ATM or Check Card at ATMs may not exceed \$600 per calendar day. You may have point of sale transactions up to \$5000 per calendar day with your Check Card which includes the \$600 daily ATM cash limit. Daily ATM limits are reset each calendar day at 12:00 a.m., at which time you are given access to your full limit again. All ATM transactions done before 2:00 p.m. are posted the same business day. Transactions done after 2:00 p.m. will be posted the following business day. This includes transfers done at the ATM. When you transfer funds using internet banking or telephone banking, you will be given immediate credit for the transfer if it is made prior to 8:00 p.m. on any business day. If you make a transfer after 8:00 p.m. you will receive credit by 8:00 am of the first business day following the transfer. There are limits imposed by law on the number of transfers we may process on certain accounts. Up to six transfers or payments per calendar month are permitted from your savings or money market account to another account with us or to a third party if made by pre-authorized, automatic, telephone arrangement or otherwise.

DEPOSITS AND FUNDS AVAILABILITY - All payments and transfers are subject to proof and verification by us. Deposits, transfers, loan payments, and bill payments made after our cut-off time or on a non-business day will be credited the following business day. Loan applications submitted after our cutoff time will be considered received on the following business day. When you transfer funds, we will give you immediate credit for the transfer if it is made prior to 8:00 p.m. on any business day. If you make a transfer after 8:00 p.m. you will receive credit on the first business day following the transfer. When you make a deposit at an ATM (this service may not be available at all terminals), we will credit your account for the deposit in accordance with the following schedule. If you make a deposit at a Hays ATM on a business day by 2:00 P.M. or at a Wichita ATM on a business day by 8:00 p.m., the deposit will be credited to your account the next business day. If you make a deposit at a Hays ATM on a business day after 2:00 p.m. or at a Wichita ATM on a business day after 8:00 p.m., on Saturday, Sunday, or a holiday, the deposit will be credited to your account on the second business day following your deposit.

SERVICE CHARGES - Applicable service charges are listed under Schedule of Charges in the last section of this agreement, or are available from any of our offices. If you use an ATM that is not operated by us, you may be charged a fee by the operator of the ATM and/or by an automated transfer network.

DOCUMENTATION - You will receive the following documentation on electronic funds transfers:

- You will get a receipt when you use your Check Card at an ATM.
- If you have arranged to have your direct deposits made to your account at least once every 60 days from the same person or company, you can call (316) 383-4301 or (800) 201-7118 to find out whether the deposit has been made.
- Your monthly account statement will include a description of all electronic funds transfers. The description identifying each bill payment transaction will consist exclusively of the information you provide on the line labeled "description" when making a payment on the Website. (We will not be liable for your failure to complete the "description" line or for any erroneous or inaccurate information you provide.) You will receive a monthly statement for any month in which you have had an electronic funds transfer.
- You will receive a statement at least quarterly if no electronic fund transfer has occurred.

PRE-AUTHORIZED PAYMENTS - If you have made arrangements for any person or company to withdraw payments from your account electronically, and if regular payments may vary in amount from the previous transfer under the same authorization or from the pre-authorized amount, the person you are going to pay will tell you 10 days before the payment when it will be made and how much it will be. You can stop these payments by completing a stop payment order form. The completed form must be received at least three business days before the payment is scheduled to be made. It is important that you know the exact amount of the payment and inform us. If you order us to stop a pre-authorized debit three business days or more before the transfer is scheduled and we do not do so, the bank will be liable for your losses or damages.

LIABILITY LIMITATIONS - If we do not complete an electronic funds transfer to or from your account on time and in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew this when you started your transaction.
- If circumstance beyond our control (such as fire or flood) prevent the transfer from occurring, despite reasonable precautions we have taken.
- If the electronic funds transfer would exceed the limit of the overdraft line of credit (if any) associated with your account.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer.
- If you have not provided the correct information about your payee and/or payment when establishing a bill payment transaction;
- If the payee mishandles or delays handling payments sent by us.

There may be other exceptions stated in our agreement with you.

DISCLOSURES TO THIRD PARTIES - We will disclose information to third parties about your account for the electronic funds transfers you make under one or more of the following conditions:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with a government agency or court orders.
- If we have written permission from you.

CONSUMER LIABILITY, LOST OR STOLEN CARDS - DO NOT write your Personal Identification Number, Password, User Code or other security code (collectively, "Access Code") on anything or keep it in any form with your ATM Card/Check Card or where it can be accessed by anyone not authorized to use it. You agree not to disclose in any manner whatsoever the Access Code to anyone other than authorized users of the device. By disclosing the Access Code to anyone, you authorize that person to use the device to access your account(s).

Notify us at once if your ATM Card/Check Card or 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. You could lose all the money in your account (plus your overdraft line

of credit). Telephoning is the best way to keep your possible losses down. If you notify us within four (4) business days of when you discover your ATM Card/Check Card and/or Access Code has been lost or stolen, you can lose no more than \$50 if someone used your Check Card and/or Access Code without permission. If you do not tell us within four (4) business days after you learn of the loss or theft of your Check Card and/or Access Code, and we can prove we could have stopped someone from using your ATM Card/Check Card or Access Code without your permission if you had told us, you could lose as much as \$300.

Also, if your statement shows transfers that you did not make including those made by ATM Card/Check Card, Access Code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

LIABILITY FOR UNAUTHORIZED VISA POINT OF SALE DEBIT TRANSACTIONS - Notify us at once if you believe your VISA Check Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sales transactions that take place on the VISA system is Zero (\$0.00). We may require that you send us a written statement regarding claims of unauthorized VISA point of sale transactions.

These provisions limiting your liability do not apply to commercial cards or ATM transactions, or to transactions using your Personal Identification Number (PIN) which are not processed by VISA. If we determine you have been grossly negligent or fraudulent in handling your card or account, your liability limits may be exceeded to the amount allowed under applicable law (see **Consumer Liability** section above).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER - If you believe your Check Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (316) 383-4301 or (800) 201-7118 during business hours. After business hours call (866) 227-2670 (within the U.S.) or (402) 399-3600 (outside the U.S.). You can also write to notify us of a lost or stolen Check Card or Access Code. Send your correspondence to Emprise Bank, Deposit Operations, P.O. Box 2970, Wichita, Kansas 67201-2970. 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. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN ACCESS CODES OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

If you forget your Emprise 24 Hour Telephone Banking or Website Access Code, please call (316) 383-4301 or (800) 201-7118 during the business hours listed above. (Note that the Bank can not access your Check Card Access Code.) The Website enables you to change your Access Code associated with the Website; we suggest that you do so regularly. You agree that if you give your Access Code to anyone else, you are authorizing that person to act on your behalf, and we may accept any instructions such person gives us to make transfers or otherwise access account information.

We reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your Access Code was used in connection with a particular transaction. If any unauthorized use of your Access Code occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

We reserve the right to permanently or temporarily revoke your right to use your Check Card, your Access Code, Emprise Access 24 Hour Telephone Banking services and/or Internet banking services on the Website, and to close your account if:

- We have evidence proving your failure to safeguard your Check Card or your Access Code.
- You overdraw your account using one of those services.
- You fail to notify us of a change of your address.

ERRORS OR QUESTIONS - In case of errors or questions about your electronic funds transfers, call us at (316) 383-4301 or (800) 201-7118 or write Emprise Bank, Deposit Operations, P.O. Box 2970, Wichita, Kansas 67201-2970 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement in which the error or problem appeared.

WE WILL NOT ACCEPT REQUESTS FOR INFORMATION OR ERROR RESOLUTION BY ELECTRONIC MAIL.

You will need to:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the notice of error involves an electronic funds transfer to or from the account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the notice of error involves an electronic funds transfer to or from the account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. (If the electronic funds transfer in question (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to the account was made, the applicable period for investigation is 90 days rather than 45.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide there is no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

APPLICABLE TO VISA POINT OF SALE DEBIT TRANSACTIONS - Notify us at once if your Check Card has been lost or stolen. Once you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. If you report a lost or stolen VISA Check Card, we will investigate promptly and we will tell you the results of your investigation within five (5) business days. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will recredit your account within five (5) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

DISCLOSURES REGARDING ELECTRONIC "WHOLESALE CREDIT" TRANSACTIONS SUBJECT TO UNIFORM COMMERCIAL CODE ARTICLE 4-A

PROVISIONAL PAYMENT - Credit given by us to you with respect to an authorized clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree

that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

NOTICE OF RECEIPT OF ENTRY - Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW - We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Kansas, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

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TRUTH IN SAVINGS DISCLOSURE

General Information (Applicable to all consumer account types)

All interest-bearing accounts are variable rate accounts with the exception of fixed rate CDs and IRAs. Interest rates and annual percentage yields are subject to change daily at bank discretion. All interest-bearing accounts are tiered rate accounts with the exception of Regular Savings, Savings Builder, variable rate CDs and IRAs. Interest on CDs and IRAs with maturity greater than one year and on all checking and savings accounts is compounded and credited monthly and at maturity. CDs and IRAs with maturity less than one year are paid simple interest at maturity. Additionally, interest on all IRAs is paid at year-end. Fees and withdrawals may reduce earnings. If interest is based on tiers, only one tier of interest will be applied to your account per day. The available balance in your account will determine which tier of interest will be used to calculate your interest for that day. This method applies a periodic rate to the full amount of principal (available balance) in the account for each day of the period that the available balance equals or exceeds the minimum principal balance requirement. The average monthly balance is calculated by adding the principal in the account for each day of the period and dividing the figure by the number of days in the period. On all checking and savings accounts, interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items. The accrued interest on non-timed interest bearing accounts will not be paid if the account is closed before the interest is credited. On CDs and IRAs, interest begins to accrue on the business day you deposit non-cash items. All deposits are subject to the rules and regulations governing such deposits. Average available balance includes negative available balances. You agree that when funds are insufficient to pay all items on a given day, the Bank may pay one or more items, and return any dishonored items, in any order the Bank deems appropriate. The Bank currently processes checks with the highest dollar amount first. This method may allow some of your more important items to be paid; however, it may also result in more insufficient funds fees. The Bank will periodically offer a bonus at new account opening. If you qualify, \$25 will be credited to your account at account opening. Please refer to the product brochures for account features and benefits. See [Schedule of Charges](#) for a listing of fees that may be assessed to your account. The interest rate and annual percentage yield for the accounts are found in the [Interest Rate Sheet](#).

Regulatory Balance Reporting – Your checking account will be classified as a master deposit account. This simply means that for regulatory reporting purposes, different parts of your account balance may be classified in different ways from time to time. For example, based on the account activity, a portion of the balance may be reported as a transaction account and the remainder may be reported as a non-transaction account. The reporting of the balances in your account are for the purpose of improving our efficiency and will have no effect on your account or your ability to use it. The amount of interest you earn (if your account is interest bearing), the amount of charges you incur (if any), and your monthly checking statement will not be affected.

Relationship Checking

- **Rate Information:** Interest will be calculated daily on the available balance in your account. Interest will be based on tiers; only one tier of interest will be applied to your account per day. The available balance in your account will determine which tier of interest will be used to calculate your interest for that day. Interest is compounded and credited on a monthly basis.
- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$100. You can avoid the monthly maintenance fee of \$15 by having either an average daily balance of \$5,000 or a total deposit relationship of \$20,000 or a combined relationship of \$50,000. Deposit relationship includes Emprise checking, savings, money market, CDs or IRAs. The combined relationship includes deposit accounts (Emprise checking, savings, money market, CDs and IRAs) and personal loans. Commercial deposits and loans do not qualify. The deposit and combined relationships are based on primary ownership of each account. The deposit relationship balance is determined by adding the average balances of each account at the statement date, and combined relationship balance is determined by adding the current balances of each loan account and the average balances of the deposit accounts at the statement date.
- **Statement:** You will receive a detailed monthly statement of the account, including images of all deposits and checks.
- **Emprise ATM Fees:** Each month, Emprise will waive the fees that Emprise would normally charge you for your use of an ATM owned by another institution if you meet the balance requirements for waiving the maintenance fee.

Interest Checking

- **Rate Information:** This account earns a variable rate of interest calculated on daily available balances of \$1,500 or more. Interest will be based on tiers; only one tier of interest will be applied to your account per day. The available balance in your account will determine which tier of interest will be used to calculate your interest for that day. Interest is compounded and credited to your account on a monthly basis.
- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$100. You can avoid the monthly maintenance fee of \$10 by having either an average daily balance of \$1,500 or a total deposit relationship of \$5,000 or a combined relationship of \$25,000. Deposit relationship includes Emprise checking, savings, money market, CDs or IRAs. The combined relationship includes deposit accounts (Emprise checking, savings, money market, CDs and IRAs) and personal loans. Commercial deposits and loans do not qualify. Total deposit and combined relationships are based on primary ownership of each account. The deposit relationship balance is determined by adding the average balances of each account at the statement date, and combined relationship balance is determined by adding the current balances of each loan account and the average balances of the deposit accounts at the statement date.
- **Statement:** You will receive a detailed monthly statement of the account, including images of all deposits and checks.

eRewards Checking

- **Rate Information:** Interest will be based on tiers. The available balance in your account will determine which tier(s) of interest will be used to calculate your interest for that day. Interest is compounded and credited on a monthly basis. Interest paid will be determined by balance and the successful completion of all account requirements listed below. You will be paid the higher rate of interest on your first cycle regardless of qualifications.
- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$100. There is no monthly maintenance fee.
- **Statement:** You will receive a detailed monthly statement of the account. Electronic statements include images of all deposits and checks.
- **ATM Fees:** If you have met your eRewards Checking eligibility requirements, we will refund ATM fees up to \$25.00 per cycle. You will receive ATM fee refunds on your first cycle regardless of qualifications.
- **Account Requirements:** To qualify for eRewards Checking rates, you must:
 - Have 12 posted check card transactions per qualification cycle (excluding ATM transactions)
 - Receive one ACH direct deposit or one ACH direct debit per qualification cycle
 - Receive your monthly statement electronically during qualification cycle
 A qualification cycle will include the activity on the last business day of the month through the business day prior to the last business day of the following month.
 If account requirements are not met, we will pay no less than the minimum rate on your account.

Free Checking

- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$100. There is no monthly maintenance fee.
- **Statement:** You will receive a detailed monthly statement of the account without images of checks or deposits.

Regular Savings

- **Rate information:** This account earns a variable rate of interest calculated on the daily available balances of \$50 or more in your account. Interest is compounded and credited to your account on a monthly basis.
- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$100. You can avoid the monthly maintenance fee of \$5 by having an average daily balance of \$250 in your account.
- **Service Fees:** Monthly maintenance fee will be waived for customers 21 years of age and under and for customers 65 years of age and older. The first three-(3) withdrawals are free. Each subsequent withdrawal will be charged a \$1.00 fee. Unlimited free withdrawals are provided at Emprise ATMs.
- **Regulatory Transaction Limitations:** Federal regulations state that you may make no more than six (6) third party withdrawals or transfers per month, including preauthorized transfers through an ACH or EFT, automatic transfers for overdraft protection, telephone (Emprise Access), fax and internet transactions, and transfer of funds to another account at Emprise. There is no limit on the number of withdrawals or transfers between your accounts in person or at ATM. Your account will be restricted, closed, or converted to a different account if you exceed your limit of three times in a 12-month period.
- **Statement:** You will receive a monthly statement for any month in which you have had an electronic funds transfer.

Savings Builder

- **Rate Information:** This account earns a variable rate of interest calculated on the daily available balances of \$25 or more in your account. Interest is compounded and credited on a monthly basis.
- **Minimum Balance Requirements:** You can open this account with \$0 if you schedule an automatic debit within the first 30 days of account opening. You are required to have a minimum deposit of \$25 per month through automatic debit from an Emprise Checking or Savings account.
- **Service Fees:** You will avoid the monthly maintenance fee of \$5 by meeting the \$25 automatic debit requirement for the month. You can have one (1) free withdrawal per monthly cycle. Each subsequent withdrawal will be charged a \$5.00 fee.
- **Regulatory Transaction Limitations:** Federal regulations state that you may make no more than six (6) third party withdrawals or transfers per month, including preauthorized transfers through an ACH or EFT, telephone (Emprise Access), fax and internet transactions, and transfer of funds to another account at Emprise. There is no limit on the number of withdrawals or transfers between your accounts in person. Your account will be restricted, closed, or converted to a different account if you exceed your limit of three times in a 12-month period.
- **Statement:** You will receive a monthly statement for any month in which you have had an electronic funds transfer.

Money Market

- **Rate Information:** Interest will be calculated daily on the available balance in your account. Interest will be based on tiers; only one tier of interest will be applied to your account per day. The available balance in your account will determine which tier of interest will be used to calculate your interest for that day. Interest is compounded and credited to your account on a monthly basis.
- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$100. You can avoid the monthly maintenance fee of \$10 by having either an average daily balance of \$2,500 or a total deposit relationship of \$10,000. The total deposit relationship includes Emprise checking, savings, money market, CDs or IRAs. The total deposit relationship is based on primary ownership of each account. The deposit relationship balance is determined by adding the average balances of each account at the statement date.
- **Service Fees:** Six (6) free withdrawals are allowed per month. Each subsequent withdrawal will be charged a \$5.00 fee. Unlimited free withdrawals are provided at Emprise ATMs.
- **Regulatory Transaction Limitations:** Federal regulations state that you may make no more than six third party withdrawals or transfers per month, including preauthorized transfers through an ACH or EFT, automatic transfers for overdraft protection, telephone (Emprise Access), fax and internet transactions, checks (including bill payments) or drafts payable to a third party, and transfer of funds to another account at Emprise. There is no limit on the number of withdrawals or transfers between your Emprise accounts in person or at ATM. Your account will be restricted, closed, or converted to a different account if you exceed your limit of three times in a 12-month period.
- **Statement:** You will receive a monthly statement for any month in which you have had an electronic funds transfer.

Money Market Plus

- **Rate Information:** Interest will be calculated daily on the available balance in your account. Interest will be based on tiers; only one tier of interest will be applied to your account per day. The available balance in your account will determine which tier of interest will be used to calculate your interest for that day. Interest is compounded and credited to your account on a monthly basis.
- **Minimum Balance Requirements:** To open this account, you must have a minimum deposit of \$10,000. You can avoid the monthly maintenance fee of \$10 by having an average daily balance of \$10,000.
- **Service Fees:** Six (6) free withdrawals are allowed per month. Each subsequent withdrawal will be charged a \$5.00 fee. Unlimited free withdrawals are provided at Emprise ATMs.
- **Regulatory Transaction Limitations:** Federal regulations state that you may make no more than six third party withdrawals or transfers per month, including preauthorized transfers through an ACH or EFT, automatic transfers for overdraft protection, telephone (Emprise Access), fax and internet transactions, checks (including bill payments) or drafts payable to a third party, and transfer of funds to another account at Emprise. There is no limit on the number of withdrawals or transfers between your Emprise accounts in person or at an ATM. Your account will be restricted, closed, or converted to a different account if you exceed your limit of three times in a 12-month period.
- **Statement:** You will receive a monthly statement for any month in which you have had an electronic funds transfer

Certificates of Deposit and Individual Retirement Accounts (Applicable to all CD and IRA accounts)

- The minimum opening deposit for a variable rate CD, a variable rate IRA or a Roth IRA is \$100; and for a fixed rate CD or IRA with a term of 91 days or greater is \$1000.
- CDs and IRAs must remain on deposit until maturity to earn the advertised annual percentage yield. Fixed rate CDs and IRAs will be paid at the opening rate until the maturity date. The annual percentage yield assumes interest will remain on deposit until maturity.
- On automatically renewable CDs and IRAs, you have a grace period of 10 calendar days after maturity to withdraw funds or change terms without being charged a penalty. On automatically renewable CDs and IRAs, interest will accrue at the new rate for the entire 10-day grace period. No interest will be paid on automatically renewable CDs and IRAs following maturity, if the account is closed during the grace period. Interest will not be paid on non-automatically renewable CDs and IRAs after maturity.
- 24-month and 36-month Jump CDs will allow you to "bump" the rate one time during the term of the account. If you have 24-month Jump CD, the rate may be increased to the current rate being paid for a standard 24-month CD. If you have 36-month Jump CD, the rate may be increased to the current rate being paid for a standard 36-month CD. You may not make deposits or withdrawals from these accounts until maturity. At maturity, these Jump CDs will automatically renew to standard CDs with same maturity without the "bump" option.
- Except as mentioned above, you may not withdraw any principal from this account before a stated maturity date without the bank's consent. We may impose a penalty for early withdrawal as follows: for terms less than 12 months - penalty equals 91 days of interest; for terms of 12 months through 23 months - penalty equals 180 days interest; for terms of 24 months through 47 months - penalty equals 12 months interest; and for terms equal to or greater than 48 months - penalty equals 18 months of interest. Fees and withdrawals may reduce earnings. These early withdrawal penalties may invade principal.
- If you have a Relationship or Interest Checking account, you may be eligible for one free emergency withdrawal from your CD (12 month-60 month terms only) per year per household. To qualify for a free withdrawal, you may not withdraw within six days of date of the deposit (fixed or variable CD) or of any additional deposit (variable CDs) or of any earlier partial withdrawal. On IRAs, this penalty will be waived if over 59 1/2 years of age. The bank will waive the penalty fee, if the deposits in an IRA are withdrawn within seven days after establishment of the IRA. We must grant a request for early withdrawal without penalty if any account owner dies or is declared incompetent. You may add to your variable rate CD or IRA in minimums of \$100 without affecting the maturity (subject to limitations of applicable law.)

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Member FDIC



SCHEDULE OF CHARGES

Service	Fee
Account Reconciliation	\$25.00 per hour, 1 hour minimum
ATM & Check Card Fees	Available for no issuance fee. Replacement cards are \$5.00 each.
ATM & Check Card Transaction Fees	No charge for transactions at Emprise ATMs. \$1.50 per withdrawal at ATM's not displaying the Emprise Bank logo, free non-Emprise transactions for Relationship Checking customers if the balance requirements are met. 1% transaction fee for international transactions taking place outside of the U.S.A.
Automatic Transfers between Emprise accounts (overdraft protection, maintain minimum balance, etc.)	\$5.00 each transfer, free to Relationship Checking customers
Check Cashing (non-customer, item not drawn on Emprise)	1% or \$10.00, whichever is greater
Closing Fee	\$25.00 (applies to all checking & savings accounts if closed within 180 days)
Currency Charges	\$2.00 per \$100 Coin Counting \$0.08 each Rolled Coin \$0.28 each Currency Straps
Collection Items	\$10.00 customer, \$25.00 non-customer
Dormant/Inactive Account Fees	Inactive fee \$10.00 per month on accounts with a balance of \$100 or less. Dormancy fee \$10.00 per month all balances all account types. Inactive is defined as no debits or credits for 12 months (checking), 36 months (savings). Dormancy is defined as loss of contact and account inactive for 12 months (checking), 36 months (savings).
Fax service	Local Incoming or outgoing \$1.00 per page, Long distance \$2.00 per page
Foreign Currency Fees	\$10.00 per purchase or exchange
Garnishments/Tax Levies	\$10.00 per garnishment or tax levy
Insufficient Funds/Overdraft	\$29.00 per item. An insufficient funds item may be created by check, in-person withdrawal, ATM withdrawal, or other electronic means. No NSF fee charged for account balances overdrawn less than \$5.00. Limit of five NSF fees charged per day.
Money Orders	\$2.00 each, free to Relationship Checking customers
Notary Service	No charge to customers, \$10.00 for non-customers
Official Checks	\$4.00 each, free to Relationship Checking customers
Online Bill Payment Transactions	\$2.95 per month includes first 15 payments. \$0.40 for each additional payment over 15. No monthly fee for Relationship Checking and PCG customers for first 15 payments. \$0.40 for each additional payment will apply.
Padded Money	\$2.00 per pad, plus face value
Record Research	\$25.00 per hour, one hour minimum, plus \$1.00 per page
Returned Deposited Item	\$2.00 Reclears \$5.00 Chargebacks \$10.00 per item with special instructions
Safe Deposit Box Late Charge	\$10.00 if Safe Deposit Box rent is not paid within 30 days of due date
Safekeeping (for customers only)	\$25.00 per receipt, \$5.00 credit processing
Signature Guarantee	\$10.00 (for customers only)
Statement Processing Requests	\$3.00 Interim statement (text only) \$5.00 Interim statement (text plus images) \$5.00 Duplicate Statement (each)
Statement Reproduction	See Record Research
Stop Payment	\$29.00 per item
Temporary checks	\$2.00 per pack of ten
Travelers Cheques, Travelers Cheques for two	\$2.00 per \$100, plus face value, free to Interest and Relationship Checking customers
Wire Transfer	\$10.00 incoming (for customers) \$25.00 incoming (for non-customers) \$15.00 outgoing domestic wire (for customers) \$31.00 outgoing international wire (for customers)
Zipper Bags	\$10.00 per bag

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