

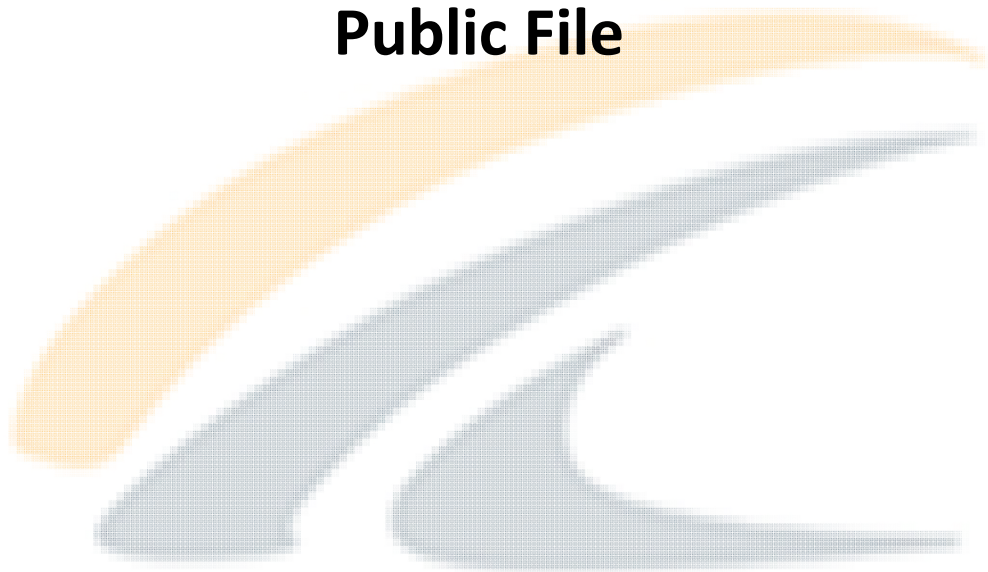


Working Together.  
Building Community.

**National Cooperative Bank, N.A.**

**Community Reinvestment Act**

**Public File**





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## Public Comments



As of December 31, 2025

National Cooperative Bank, N.A. has received no public comments for the previous quarter and prior two calendar years specifically related to the Bank's performance in helping meet community credit needs.



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## Performance Evaluation





## **PUBLIC DISCLOSURE**

October 14, 2025

### **COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION**

National Cooperative Bank, N.A.  
Charter Number 25093

139 S High St  
Hillsboro, OH 45133-1474

Office of the Comptroller of the Currency

400 7th Street S.W.  
Washington, DC 20219

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, and should not be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

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## Overall CRA Rating

**Institution's CRA Rating:** This institution is rated **Outstanding**.

The following table indicates the performance level of National Cooperative Bank, N.A. (NCB, bank) with respect to the Lending, Investment, and Service Tests:

Performance Levels	National Cooperative Bank, N.A. Performance Tests		
	Lending Test*	Investment Test	Service Test
Outstanding	X		X
High Satisfactory			
Low Satisfactory		X	
Needs to Improve			
Substantial Noncompliance			

\*The Lending Test is weighted more heavily than the Investment and Service Tests when arriving at an overall rating.

The major factors that support this rating include:

- The Lending Test rating is based on the bank's performance in the state of Ohio and in selected markets outside the bank's assessment area (AA). The overall rating reflects excellent borrower distribution, excellent geographic distribution, and lending activity that demonstrates excellent responsiveness to identified affordable housing needs. The bank originated a high level of community development (CD) loans, which had a positive impact on the Lending Test rating.
- The Investment Test rating is based on the bank's performance in the state of Ohio and in markets outside the AA. The bank maintained an adequate level of qualified investments in the AA, given the limited investment opportunities within the AA and its strategic focus on serving the banking and lending needs of its cooperative entities located nationwide. The bank also maintained an adequate level of investments in the broader statewide or regional area (BSRA), and these investments had a positive impact on the bank's CD Investment Test rating.
- The Service Test rating is based on the bank's performance in the state of Ohio. The bank provided relatively high levels of CD services targeted to low- and moderate-income individuals and households.

### Innovative or Flexible Lending Products

During the evaluation period, the bank offered the following flexible lending products:

- *Fannie Mae HomeReady Mortgage Program:* The HomeReady Mortgage program is intended for low- to moderate-income borrowers with limited funds for down payment or closing costs. Borrower income must not exceed 80 percent of the area median income (AMI) for the property's location. The program allows down payments as low as three percent of the purchase price, with eligible sources of funds including gifts and grants. For purchase transactions, at least

one borrower must complete homebuyer education. Eligible property types include one- to four-unit owner-occupied principal residences. Loans may be underwritten through Fannie Mae's Desktop Underwriter or manually under program guidelines. During the evaluation period, the bank extended two loans through this program totaling \$259,000.

- *Closing Cost Assistance Program:* The bank provides a Closing Cost Assistance Program that provides a lender credit of \$1,000 for purchase transactions and \$500 for refinance transactions. During the evaluation period, the bank originated 18 mortgage loans totaling \$1.7 million and provided \$14,000 in lender credits under this program.
- *NCB Homebuyer Grant Program:* The NCB Homebuyer Grant is a community reinvestment program offered exclusively in Highland County, Ohio. The program provides a grant of up to \$10,000 per household to assist with the purchase of a primary residence. Homebuyers must contribute at least \$500 of their own funds and complete a homebuyer counseling program before closing. Seller-paid closing credits may not exceed three percent of the sales price. Funds are limited to households with incomes at or below 80 percent of the Department of Housing and Urban Development (HUD) AMI. During the evaluation period, the bank originated four loans totaling \$344,900 under this program and provided \$35,000 in lender grants.

### **Broader Statewide or Regional Area (BSRA)**

NCB operates under a cooperative charter with a nationwide business model that provides financial services, capital, and technical assistance to housing cooperatives, community-based organizations, and mission-driven enterprises that support low- and moderate-income individuals and communities. Because of this structure, the bank's CD activities extend beyond its AA to include broader statewide, regional, and national initiatives.

After evaluating the bank's responsiveness to CD needs within its AA and the BSRA, examiners considered CD loans originated to Low-Income Credit Unions (LICUs) located outside these areas. LICUs are federally designated credit unions that primarily serve low-income members and provide affordable financial services in underserved communities.

### **Lending in Assessment Area**

A very small percentage of the bank's loans were in its AA.

The bank originated and purchased 0.9 percent of its total loans inside the bank's AA during the evaluation period. This percentage is considered adequate given the bank's business model, which centers on providing credit and financial services to cooperatives and community-based entities nationwide.

This analysis is performed at the bank, rather than the AA, level. This percentage does not include extensions of credit by affiliates that may be considered under the other performance criteria.



Table 1: Lending Inside and Outside of the Assessment Area										2022 - 2024
Loan Category	Number of Loans				Total #	Dollar Amount of Loans \$(000s)				Total \$(000s)
	Inside		Outside			Inside		Outside		
	#	%	#	%		\$	%	\$	%	
Home Mortgage	19	0.87	2,161	99.13	2,180	1,561	0.07	2,153,007	99.93	2,154,568
Small Business	1	1.54	64	98.46	65	100	0.31	32,068	99.69	32,168
Total	20	0.89	2,225	99.11	2,245	1,661	0.08	2,185,075	99.92	2,186,736
Source: 1/1/2022 - 12/31/2024 Bank Data.										
Due to rounding, totals may not equal 100.0%										

## Description of Institution

National Cooperative Bank, N.A. is an intrastate national bank headquartered in Hillsboro, Ohio. The bank is the wholly owned and principal operating subsidiary of the National Consumer Cooperative Bank (NCCB). NCCB was established to promote wealth accumulation and distribution in underserved communities by advancing the cooperative form of homeownership and business development. In 1981, NCCB was privatized as a cooperatively owned financial institution and is currently owned by 3,439 customer-owners located across the country.

The bank conducts its retail operations through one branch office and one automated teller machine (ATM) located in the city of Hillsboro, Ohio, within Highland County. Highland County is designated as a non-metropolitan statistical area (non-MSA) and contains 11 census tracts. The majority of the county is rural with extensive agricultural land. NCB's customers represent a diverse range of cooperatives across various industry sectors. These include consumer-owned and independent grocery stores, small business purchasing cooperatives, worker-owned cooperatives, housing cooperatives, condominiums, homeowners' associations, and member-owned credit unions. Other customers include nonprofit and community-based organizations engaged in activities such as education, social services, renewable energy, and community development.

To serve its cooperative customer base, the bank maintains administrative offices in Arlington, Virginia; Anchorage, Alaska; and New York, New York. The bank's business strategy focuses on multifamily and commercial real estate lending, commercial banking, cooperative and community development lending, and retail banking. Housing cooperative lending is primarily concentrated in large metropolitan areas such as New York City, Chicago, Los Angeles, and Washington DC. The bank also operates a Corresponding Banking Program for credit unions, several of which serve low-income and underserved communities. Through this program, the bank served 74 credit unions and 26 non-member credit union customers. Of these institutions, 35 were designated as LICUs and 16 were certified Community Development Financial Institution (CDFI) credit unions.

As of December 31, 2024, NCB reported total assets of \$3.8 billion, total deposits of \$3.2 billion, net loans and leases of \$2.9 billion, and tier 1 capital of \$403.2 million. The loan portfolio was comprised of 67.8 percent residential real estate mortgages, 29.6 percent commercial loans, and 2.6 percent individual loans. Other loans and leases accounted for less than one percent of the total. Of total deposits, \$135.5 million, or 4.2 percent, were derived from the Ohio branch footprint, and \$3.1 billion, or 95.8 percent, were sourced from the bank's national customer base.

There are no known legal, financial, or other factors impeding NCB's ability to help meet the credit needs of its AA. The bank received a Satisfactory rating in its previous CRA evaluation dated September 6, 2022.

## Scope of the Evaluation

### Evaluation Period/Products Evaluated

This performance evaluation assesses the bank's CRA performance under the Large Bank Lending, Investment, and Service Tests. The evaluation period spanned from January 1, 2022, to December 31, 2024. Examiners evaluated home mortgage loans reported under the Home Mortgage Disclosure Act (HMDA). The bank did not originate or purchase a sufficient volume of small business or small farm loans within the AA to support a meaningful analysis. Consumer loans were not evaluated, as they did not represent a substantial portion of the bank's lending activity during the review period.

NCB mission is to support the development and expansion of cooperatives and community-based enterprises nationwide. Because of its national cooperative mandate, much of the bank's lending extend beyond its AA. After assessing the bank's lending performance within the AA, examiners also evaluated borrower distribution of home mortgage loans in selected markets outside the AA where the bank originated a significant volume of home mortgage loans. Five states: California, New York, Maryland, Michigan, and the District of Columbia were selected as a representative sample of the bank's entire marketplace.

CD activities benefiting individuals or geographies within the BSRA that includes the bank's AA were also considered in this evaluation. The BSRA encompassed the Great Lakes and Northeast regions of the United States. The Great Lakes Region included Ohio, Pennsylvania, New York, Michigan, Minnesota, Illinois, Indiana, and Wisconsin. The Northeast Region included Connecticut, Delaware, the District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Puerto Rico, Rhode Island, Vermont, the Virgin Islands, Virginia, and West Virginia.

### Selection of Areas for Full-Scope Review

In each state where the bank has an office, one or more AA(s) within that state was selected for a full-scope review. For purposes of this evaluation, bank delineated AAs located within the same metropolitan statistical area (MSA), multistate metropolitan statistical area (MMSA), or combined statistical area (CSA), if applicable are combined and evaluated as a single AA. Similarly, bank delineated non-MSA AAs within the same state are combined and evaluated as a single area. These combined AAs may be evaluated as full- or limited-scope. Refer to the "Scope" section under each State Rating section for details regarding how full-scope AAs were selected. Refer to appendix A, Scope of Examination, for a list of full- and limited-scope AAs.

### Ratings

NCB operates with a non-traditional business model. Accordingly, the bank's overall rating reflects its performance in the Highland County non-MSA AA, as well as activities conducted outside the AA in the BSRA and nationwide.

Refer to the **Scope** section under the State Rating section for details regarding how the areas were weighted in arriving at the respective ratings.

## **Discriminatory or Other Illegal Credit Practices Review**

Pursuant to 12 CFR 25.28(c) (March 29, 2024) in determining a national banks or federal savings association's (collectively, bank's) CRA rating, the OCC considers evidence of discriminatory or other illegal credit practices in any geography by the bank, or in any assessment area by an affiliate whose loans have been considered as part of the bank's lending performance. As part of this evaluation process, the OCC consults with other federal agencies with responsibility for compliance with the relevant laws and regulations, including the U.S. Department of Justice, the U.S. Department of Housing and Urban Development, and the Consumer Financial Protection Bureau, as applicable.

The OCC has not identified that this institution has engaged in discriminatory or other illegal credit practices that require consideration in this evaluation.

The OCC will consider any information that this institution engaged in discriminatory or other illegal credit practices, identified by or provided to the OCC before the end of the institution's next performance evaluation in that subsequent evaluation, even if the information concerns activities that occurred during the evaluation period addressed in this performance evaluation.

## State Rating

### State of Ohio

**CRA rating for the State of Ohio:** Outstanding

**The Lending Test is rated:** Outstanding

**The Investment Test is rated:** Low Satisfactory

**The Service Test is rated:** Outstanding

The major factors that support this rating include:

- Lending levels reflected excellent responsiveness to credit needs in the AA.
- The overall geographic and borrower distribution of loans was excellent.
- The bank was a leader in making CD loans. A relatively high level of CD lending in the BSRA had a positive impact on the Lending Test rating.
- The bank made an adequate level of qualified investments and donations. Qualified investments were responsive to identified CD needs.
- The bank made a relatively high level of CD services.

### Description of Institution's Operations in Ohio

NCB's Ohio operations consisted of one branch and one cash-dispensing ATM in Highland County, which is a non-MSA.

According to the FDIC Summary of Deposits as of June 30, 2024, NCB held a 77.9 percent deposit market share and ranked first out of nine depository institutions in the AA. For FDIC reporting purposes, the bank's nationwide deposits are attributed to its branch office in Hillsboro, Ohio, resulting in an inflated local market share. Based on the bank's internal data as of December 31, 2024, deposits sourced from customers within the AA totaled approximately \$135.5 million, or 4.2 percent of total deposits and \$3.1 billion, or 95.8 percent were derived from the bank's national customer base.

According to the most recent 2024 Peer Mortgage Data, there were 134 HMDA reporters who originated or purchased \$157.7 billion home mortgage loans within the bank's AA. NCB ranked 32 with a 0.8 percent market share. The five most prominent financial institutions accounted for 31.8 percent of the total market share.

### Demographic Data

Based on the information in the table below, low-income families make less than \$40,800 and moderate-income families make less than \$65,280. One method used to determine housing affordability assumes a maximum monthly principal and interest payment of no more than 30 percent of the applicant's income. This calculates to a maximum monthly mortgage payment of \$1,020 for low-income borrowers and

\$1,632 for moderate-income borrowers. Assuming a 30-year mortgage with a six percent interest rate, and not considering any down payment, homeowner's insurance, real estate taxes, or additional monthly expenses, the monthly mortgage rate for a home at the MSA median housing value would be \$1,306. Under these assumptions, low-income borrowers would be challenged to afford a mortgage loan on a median-priced home, while moderate-income borrowers would typically be able to afford a mortgage within this AA.

The following table depicts demographic information for the bank's AA:

Table 2: Assessment Area - NCB Highland County non-MSA AA						
2022 - 2024						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts)	11	0.00	18.18	72.73	9.09	0.00
Population by Geography	43,317	0.00	9.99	76.59	13.43	0.00
Housing Units by Geography	19,321	0.00	11.45	74.89	13.65	0.00
Owner-Occupied Housing by Geography	11,732	0.00	9.13	75.34	15.53	0.00
Occupied Rental Units by Geography	5,015	0.00	9.27	79.48	11.25	0.00
Vacant Units by Geography	2,574	0.00	26.30	63.91	9.79	0.00
Businesses by Geography	1,120	0.00	5.54	82.14	12.32	0.00
Farms by Geography	145	0.00	2.07	80.69	17.24	0.00
Family Distribution by Income Level	11,658	22.73	19.87	21.06	36.34	0.00
Household Distribution by Income Level	16,747	27.92	16.62	17.89	37.57	0.00
Unemployment rate (%)	4.81	0.00	8.27	4.95	2.79	0.00
Households Below Poverty Level (%)	17.50	0.00	27.60	18.38	6.24	0.00
Median Family Income (Non-MSAs - OH)		\$66,160	Median Housing Value			\$126,700
Median Family Income (Non-MSAs - OH) for 2024		\$81,600	Median Gross Rent			\$693
			Families Below Poverty Level			13.14
FFIEC File - 2020 Census						
FFIEC File - 2024 Census						
2024 Dun & Bradstreet SBSF Demographics						
Due to rounding, totals may not equal 100.0%						
(*) The NA category consists of geographies that have not been assigned an income classification						

## Economic Data and Employment

According to the Moody's Analytics report dated October 2024, Ohio's economy remains in a mid-expansion phase of the business cycle with growth trending slightly below the national average. The state benefits from a diverse industrial base, a low cost of living, and strong performance in healthcare, higher education, and advanced manufacturing, though population growth and labor force gains remain modest. Major employers include the Cleveland Clinic Foundation, Walmart, Kroger, Ohio State University, Wright-Patterson Air Force Base, and Procter & Gamble, along with major hospital systems such as University Hospitals and OhioHealth. Key industries contributing to the state's output are manufacturing, healthcare, education, trade and transportation, and professional services. Exports are concentrated in automotive products, chemicals, and industrial machinery, with primary trading partners in Canada, Mexico, and China.

Moody's projects that Ohio's economy will slow over the next year, with growth lagging the national pace. Weaker manufacturing activity, slower consumer spending, and reduced business investment are expected to temper near-term performance. Despite these headwinds, stable household finances, infrastructure investment, and a diverse industry base will help cushion the slowdown and support gradual recovery beyond 2025.

According to the U.S. Bureau of Labor Statistics, the unemployment rate as of December 2024 in Highland County was 4.6 percent, compared with 4.3 percent for Ohio and 4.1 percent nationwide.

## **Community Contacts**

Examiners leveraged information from the Ohio Housing Finance Agency's (OHFA) 2024–2025 Housing Needs Assessment and a community contact interview conducted during the evaluation period to identify the area's primary community development needs. The contact represented a local nonprofit organization that provides housing, utility assistance, and supportive services to low-income residents of Highland County.

The OHFA assessment highlighted ongoing shortages of affordable rental and owner-occupied housing, particularly for low- and moderate-income households, seniors, and individuals with disabilities. Rising home prices, limited new construction, and an aging housing stock have contributed to housing cost burdens, especially among lower-income residents. The assessment also emphasized the need for rehabilitation of existing homes and investments in infrastructure to support stable, affordable neighborhoods.

The community contact emphasized the need for affordable housing rehabilitation, emergency utility assistance, and supportive services addressing transportation, childcare, and healthcare access. These conditions reflect broader economic constraints facing rural communities with modest employment opportunities and limited infrastructure investment.

## **Scope of Evaluation in Ohio**

The evaluation included the bank's performance in the Highland County non-MSA AA and lending in markets outside the AA. The review focused on the bank's largest residential markets in the states of California, Maryland, Michigan, New York, and the District of Columbia.

## **CONCLUSIONS WITH RESPECT TO PERFORMANCE TESTS IN OHIO**

### **LENDING TEST**

The bank's performance under the Lending Test in Ohio is rated Outstanding.

#### **Conclusions for Area Receiving a Full-Scope Review**

Based on a full-scope review, the bank's performance in the Highland County non-MSA AA was excellent.

### **Lending Activity**

Lending levels reflected excellent responsiveness to AA credit needs. In reaching the overall conclusions, examiners took into account the bank's business model, which is centered in serving

cooperatives and other member-controlled organizations nationwide, resulting in limited retail lending activity within the AA.

Table 3: Lending Activity						2022 - 2024
Number of Loans						
Assessment Area	Home Mortgage	Small Business	Community Development	Total	% Rating Area Loans	% Rating Area Deposits
Highland County Non-MSA	19	1	4	24	22.02	100.00
Broader Statewide or Regional Area	--	--	43	43	39.45	--
Nationwide	--	--	42	42	38.53	--
<b>Total</b>	<b>19</b>	<b>1</b>	<b>89</b>	<b>109</b>	<b>100.00</b>	<b>100.00</b>
Dollar Volume of Loans (\$000s)						
Assessment Area	Home Mortgage	Small Business	Community Development	Total	% Rating Area Loans	% Rating Area Deposits
Highland County Non-MSA	1,561	100	7,000	8,561	1.77	100.00
Broader Statewide or Regional Area	--	--	319,962	319,962	65.85	--
Nationwide	--	--	157,261	157,261	32.37	--
<b>Total</b>	<b>1,561</b>	<b>100</b>	<b>484,223</b>	<b>485,884</b>	<b>100.00</b>	<b>100.00</b>
Source: 1/1/2022 - 12/31/2024 Bank Data.						
Due to rounding, totals may not equal 100.0%						

\*The tables present the data for all assessment areas. The narrative below addresses performance in full-scope areas only.

According to the FDIC Deposit Market Share Report dated June 30, 2024, the bank held a 77.9 percent deposit market share and ranked first among nine depository institutions in the AA.

Based on 2024 peer mortgage data, the bank held a 0.8 percent market share of home mortgage originations and purchases and ranked 32 out of 982 lenders. The top three lenders, with a combined market share of 21.6 percent, were First State Bank (8.9 percent), Fifth Third Bank, N.A. (6.8 percent), and Rocket Mortgage (5.9 percent). The bank's home mortgage lending rank in the AA was significantly lower than its deposit market share and deposit rank. As previously noted, a substantial majority of the bank's deposits are derived from cooperative customers outside the AA and are reported under the bank's single branch in Hillsboro, Ohio. As a result, the deposit market share in the AA is elevated and reflects deposits derived from both local customers and, to a large extent, the bank's national cooperative customer base.

### Distribution of Loans by Income Level of the Geography

The bank exhibited an excellent geographic distribution of loans in its AA.

#### Home Mortgage Loans

Refer to Table 7 in the state of Ohio section of appendix D for the facts and data used to evaluate the geographic distribution of the bank's home mortgage loan originations and purchases.

Based on the data in the tables and considering the performance context factors discussed above, the overall geographic distribution of home mortgage loans was excellent.

The AA did not include any low-income geographies. The percentage of home mortgage loans in moderate-income geographies exceeded both the percentage of owner-occupied housing units located in those geographies and the aggregate percentage of all reporting lenders.

### ***Lending Gap Analysis***

Examiners reviewed summary reports and maps to analyze the geographic distribution of home mortgage loans. Examiners did not identify any unexplained conspicuous lending gaps in the bank's AA.

### **Distribution of Loans by Income Level of the Borrower**

The bank exhibited an excellent distribution of loans among individuals of different income, given the product lines offered by the institution.

### ***Home Mortgage Loans***

Refer to Table 8 in the state of Ohio section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's home mortgage loan originations and purchases.

Based on the data in the tables and considering the performance context factors discussed above, the overall borrower distribution of home mortgage loans was excellent.

The percentage of home mortgage loans to both low- and moderate-income borrowers exceeded both the percentage of those families and the aggregate percentage of all reporting lenders.

### **Distribution of Loans by Income Level of the Borrower Outside the bank's AA**

After evaluating NCB's performance within the AA, examiners analyzed borrower distribution of loans originated or purchased outside the bank's AA. The analysis focused on the bank's largest residential markets in the states of California, Maryland, Michigan, New York, and the District of Columbia as a representative sample of the bank's entire marketplace.

Overall, lending performance in the markets outside the bank's AA was good with excellent performance in Maryland, good performance in California and Michigan, and adequate performance in the District of Columbia.

In New York, the bank originated or purchased a high percentage of HMDA-reportable loans to commercial entities that were not natural persons with approximately 49 percent during 2022-2023 analysis period and 55.1 percent in 2024 analysis period. The bank was not required to report income information on these loans for HMDA data purposes. Considering the high percentage of loans without borrower income in New York, the analysis of borrower income distribution was not meaningful.

Refer to Table 8 in each state section of appendix D for the facts and data used to evaluate the borrower distribution of the bank's home mortgage loan originations and purchases.



***California***

The bank's borrower distribution of home mortgage loans was good.

For the 2022-2023 analysis period, the percentage of home mortgage loans to low-income borrowers was well below the percentage of low-income families and near to the aggregate percentage of all reporting lenders. The percentage of home mortgage loans to moderate-income borrowers was below the percentage of moderate-income families but exceeded the aggregate percentage of all reporting lenders.

The bank's performance in 2024 was weaker than the 2022 -2023 analysis period. Weaker performance was due to a lower percentage of loans to low-and-moderate- income borrowers compared to the demographic and aggregate benchmarks.

***District of Columbia***

The bank's borrower distribution of home mortgage loans was adequate.

For the 2022-2023 analysis period, the percentage of home mortgage loans to low-income borrowers was well below the percentage of low-income families and below the aggregate percentage of all reporting lenders. The percentage of home mortgage loans to moderate-income borrowers exceeded both the percentage of moderate-income families and the aggregate percentage of all reporting lenders.

The bank's performance in 2024 was consistent with the performance in 2022-2023 analysis period.

***Maryland***

The bank's borrower distribution of home mortgage loans was excellent.

For the 2022-2023 analysis period, the percentage of home mortgage loans to both low-and moderate-income borrowers exceeded both the percentage of low-income families and the aggregate percentage of all reporting lenders.

The bank's performance in 2024 was weaker than the 2022-2023 analysis period due to a weaker distribution of loans to moderate-income borrowers compared to the aggregate and demographics benchmarks.

***Michigan***

The bank's borrower distribution of home mortgage loans was good.

For the 2022-2023 analysis period, the percentage of home mortgage loans to low-income borrowers exceeded both the percentage of low-income families and the aggregate percentage of all reporting lenders. The percentage of home mortgage loans to moderate-income borrowers was below the percentage of moderate-income families and the aggregate percentage of all reporting lenders.

The bank's performance in 2024 was stronger than the 2022-2023 analysis period due to a better distribution of loans to moderate-income borrowers compared to the aggregate performance and demographics benchmarks.

## Community Development Lending

The institution was a leader in making CD loans.

Refer to Table 3 in the Lending Activity section for the information and data used to evaluate the institution's level of CD lending. These tables include all CD loans, including multifamily loans that also qualify as CD loans.

During the evaluation period, NCB originated 89 CD loans totaling \$484.2 million representing 120.1 percent of tier 1 capital. Of these, four loans for \$7 million were made in the AA, 43 loans for \$320 million in the BSRA, and 42 loans for \$157.3 million nationwide to LICUs. CD loans were responsive to identified community credit needs of the AA and positively influenced the bank's Lending Test performance.

Examples of CD loans include the following:

- The bank made a \$5.5 million construction loan supported by Low-Income Housing Tax Credits (LIHTC) to finance a 56-unit affordable housing development in Hillsboro Ohio.
- The bank made 10 loans totaling \$200.2 million to support a cooperative affordable housing development in New York that provides long-term affordable housing for low- and moderate-income families. The development operates under state oversight with restrictions intended to preserve long-term affordable housing and promote shared cooperative ownership.
- The bank made a \$10 million loan to support the preservation of an affordable housing development within a limited-equity cooperative in Pennsylvania. The project includes HUD-subsidized units through Section 8 vouchers serving very low-income residents.
- The bank made a \$6.9 million to finance a multifamily rental housing leveraging LIHTC and state and federal bond financing.
- The bank made a \$10 million loan to support an impact-investment initiative focused on financing small businesses and cooperatives in underserved markets nationwide.

## Product Innovation and Flexibility

The institution used flexible lending practices in order to serve AA credit needs. All flexible loan programs were bankwide and were not innovative. These programs were responsive to affordable housing needs within the AA. Refer to the "Description of the Institution" section for additional details regarding flexible lending programs.

## INVESTMENT TEST

The bank's performance under the Investment Test in Ohio is rated Low Satisfactory.

### Conclusions for Area Receiving a Full-Scope Review

Based on a full-scope review, the bank's performance in the Highland County non-MSA AA was adequate.

The institution had an adequate level of qualified investments, including grants, but not in a leadership position, particularly those that are not routinely provided by private investors.

The institution exhibited adequate responsiveness to credit and community development needs. The institution did not use innovative and/or complex investments to support CD initiatives.

Table 4: Qualified Investments*									2022-2024	
Assessment Area	Prior Period		Current Period		Total				Unfunded Commitments	
	#	\$(000's)	#	\$(000's)	#	% of Total #	\$(000's)	% of Total \$	#	\$(000's)
Highland County non-MSA AA	0	0	64	174	64	37.6	174	1.4	-	-
Broader Statewide or Regional Area	8	1,935	98	10,555	106	62.4	12,490	98.6	-	--
<b>Total</b>	<b>8</b>	<b>1,935</b>	<b>162</b>	<b>10,729</b>	<b>170</b>	<b>100.0</b>	<b>12,664</b>	<b>100.0</b>	<b>-</b>	<b>-</b>

\* The table presents the data for all assessment areas. The narrative below addresses performance in full-scope areas only.

The bank made 64 qualified investments totaling \$174,000 during the evaluation period, all of which were donations made to 31 CD organizations in the AA. These donations primarily supported community services to low- and moderate-income individuals and, to a lesser extent, affordable housing and economic development.

In the BSRA, the bank made 98 qualified investments totaling \$10.6 million during the evaluation period. Of this amount, \$5.5 million were qualified investments and \$5.1 million were grants and donations. In addition, the bank benefitted from ongoing impact of eight prior period qualified investments with an outstanding balance of \$1.9 million. The dollar volume of current- and prior- period investments represented 3.1 percent of tier 1 capital.

Examples of CD investments and donations included:

- The bank made four donations totaling \$47,500 to an organization that provides a wide range of services targeting low- and moderate-income individuals and families in the bank's AA. The organization's programs include housing assistance, energy support/HEAP, early childhood education/Head Start, workforce development, transportation services, and food support.
- The bank partnered with a national nonprofit CDFI to fund three catalytic grants totaling \$4.5 million in the BSRA to support cooperative projects designed to expand economic opportunity, affordable housing, and access to healthy food in underserved and low-wealth communities.

- The bank made a \$5 million equity investment in a social impact fund that financed healthcare facilities in medically underserved markets. The investment supported revitalization efforts within the BSRA by expanding access to medical care in underserved communities.

## SERVICE TEST

The bank's performance under the Service Test in Ohio is rated Outstanding.

### Conclusions for Area a Full-Scope Review

Based on a full-scope review, the bank's performance in the Highland County non-MSA was excellent.

### Retail Banking Services

Service delivery systems were reasonably accessible to geographies and individuals of different income levels in the institution's AA.

Table 5: Distribution of Branch Delivery Systems													2022-2024
Assessment Area	Deposits	Branches							Population				
	% of Rated Area Deposits in AA	# of Bank Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)					% of Population within Each Geography				
				Low	Mod	Mid	Upp	NA	Low	Mod	Mid	Upp	NA
Highland County non-MSA	100.00	1	100.00	0.00	0.00	100.00	0.00	0.00	0.00	9.99	76.59	13.43	0.00
<b>Total</b>	<b>100.00</b>	<b>1</b>	<b>100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9.99</b>	<b>76.59</b>	<b>13.43</b>	<b>0.00</b>

Source: FFIEC File – 2020,2024 Census  
1/1/2022 - 12/31/2024 Bank Data  
Due to rounding, totals may not equal 100.0%

\* The table presents the data for all AAs. The narrative below addresses performance in full-scope areas only.

NCB operates one full-service branch, and one ATM located in a middle-income geography in the AA. The ATM is cash dispensing only and does not accept deposits. There were no low-income geographies in the AA.

The bank provides banking services through a number of alternative delivery systems (ADS) including telephone banking, online banking, mobile banking, and remote check deposit services. The bank also offers free check cashing services for government issued checks to customers and non-customers. The examiners did not place significant weight on ADS as the bank did not maintain or provide metrics to determine their effectiveness in helping meet the needs of low- and moderate-income individuals.

The bank did not open or close any branches during the evaluation period.

Services and business hours do not vary in a way that inconveniences, the various portions of its AA, particularly low- and moderate-income geographies and/or individuals.

## **Community Development Services**

The institution was a leader in providing CD services.

During the evaluation period, bank employees provided approximately 1,148 CD service hours to 24 organizations. Of these, 1,052 hours were performed within the bank's AA and 96 within the BSRA. Leadership involvement was evident with 13 employees serving on boards or committees, including eight within the AA and five within the BSRA.

In the AA, service hours were concentrated in community service activities for low- and moderate-income individuals and families. In the BSRA, service hours supported both affordable housing initiatives and community services.

Examples of CD services include:

- A CRA officer provided 194.5 hours of service as a board member and treasurer of a nonprofit organization that provides food and personal care items to individuals and families experiencing food insecurity.
- Fifty-two employees provided 624 hours through an employee-driven Corporate Contribution Committee to support nonprofit organizations locally, nationally and globally. Employees applied their financial expertise by reviewing financial statements and evaluating funding requests.
- Two employees conducted 22 service hours for the Teach Children to Save program, a national campaign sponsored by the American Bankers Association (ABA). The program was offered in schools where a majority of students qualified for the National School Lunch Program (NSLP).

## Appendix A: Scope of Examination

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The following table identifies the time period covered in this evaluation, affiliate activities that were reviewed, and loan products considered. The table also reflects the MSAs and non-MSAs that received comprehensive examination review, designated by the term “full-scope,” and those that received a less comprehensive review, designated by the term “limited-scope”.

<b>Time Period Reviewed:</b>	01/01/2022 to 12/31/2024	
<b>Bank Products Reviewed:</b>	Home mortgage loans, CD loans, qualified Investments, and CD services	
<b>Affiliate(s)</b>	<b>Affiliate Relationship</b>	<b>Products Reviewed</b>
Not Applicable		
<b>List of Assessment Areas and Type of Examination</b>		
<b>Rating and Assessment Areas</b>	<b>Type of Exam</b>	<b>Other Information</b>
State of Ohio		
Highland County non-MSA	Full-scope	

## Appendix B: Summary of MMSA and State Ratings

RATINGS				
Overall Bank:	Lending Test Rating*	Investment Test Rating	Service Test Rating	Overall Bank/State
National Cooperative Bank, N.A.	Outstanding	Low Satisfactory	Outstanding	Outstanding
State:				
Ohio	Outstanding	Low Satisfactory	Outstanding	Outstanding

(\*) The Lending Test is weighted more heavily than the Investment and Service Tests in the overall rating.

## Appendix C: Definitions and Common Abbreviations

The following terms and abbreviations are used in this performance evaluation, including the CRA tables. The definitions are intended to provide the reader with a general understanding of the terms, not a strict legal definition.

**Affiliate:** Any company that controls, is controlled by, or is under common control with another company. A company is under common control with another company if the same company directly or indirectly controls both companies. For example, a bank subsidiary is controlled by the bank and is, therefore, an affiliate.

**Aggregate Lending (Aggt.):** The number of loans originated and purchased by all reporting lenders (HMDA or CRA) in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the state/assessment area.

**Census Tract (CT):** A small, relatively permanent statistical subdivision of a county delineated by a local committee of census data users for the purpose of presenting data. Census tracts nest within counties, and their boundaries normally follow visible features, but may follow legal geography boundaries and other non-visible features in some instances. Census tracts ideally contain about 4,000 people and 1,600 housing units.

**Combined Statistical Area (CSA):** A geographic entity consisting of two or more adjacent Core Based Statistical Areas with employment interchange measures of at least 15. An employment interchange measure is a measure of ties between two adjacent entities. The employment interchange measure is the sum of the percentage of workers living in the smaller entity who work in the larger entity and the percentage of employment in the smaller entity that is accounted for by workers who reside in the larger entity.

**Community Development (CD):** Affordable housing (including multifamily rental housing) for low- or moderate-income individuals; community services targeted to low- or moderate-income individuals; activities that promote economic development by financing businesses or farms that meet the Small Business Administration Development Company or Small Business Investment Company programs size eligibility standards or have gross annual revenues of \$1 million or less; or activities that revitalize or stabilize low- or moderate-income geographies, distressed or underserved nonmetropolitan middle-income geographies, or designated disaster areas.

**Community Reinvestment Act (CRA):** The statute that requires the OCC to evaluate a bank's record of meeting the credit needs of its entire community, including low- and moderate-income areas, consistent with the safe and sound operation of the bank, and to take this record into account when evaluating certain corporate applications filed by the bank.

**Consumer Loan(s):** Loan(s) to one or more individuals for household, family, or other personal expenditures. A consumer loan does not include a home mortgage, small business, or small farm loan. This definition includes the following categories: motor vehicle loans, credit card loans, other secured consumer loans, and other unsecured consumer loans.



**Family:** Includes a householder and one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption. The number of family households always equals the number of families; however, a family household may also include non-relatives living with the family. Families are classified by type as either a married-couple family or other family, which is further classified into ‘male householder’ (a family with a ‘male householder’ and no wife present) or ‘female householder’ (a family with a female householder and no husband present).

**Full-Scope Review:** Performance under the Lending, Investment, and Service Tests is analyzed considering performance context, quantitative factors (e.g., geographic distribution, borrower distribution, and total number and dollar amount of investments), and qualitative factors (e.g., innovativeness, complexity, and responsiveness).

**Geography:** A census tract delineated by the United States Bureau of the Census in the most recent decennial census.

**Home Mortgage Disclosure Act (HMDA):** The statute that requires certain mortgage lenders that conduct business or have banking offices in a metropolitan statistical area to file annual summary reports of their mortgage lending activity. The reports include such data as the race, gender, and the income of applicants, the amount of loan requested, the disposition of the application (e.g., approved, denied, and withdrawn), the lien status of the collateral, any requests for preapproval, and loans for manufactured housing.

**Home Mortgage Loans:** A closed-end mortgage loan or an open-end line of credit as these terms are defined under 12 CFR 1003.2 of this title, and that is not an excluded transaction under 12 CFR 1003.3(c)(1) through (10) and (13) of this title.

**Household:** Includes all persons occupying a housing unit. Persons not living in households are classified as living in group quarters. In 100 percent tabulations, the count of households always equals the count of occupied housing units.

**Limited-Scope Review:** Performance under the Lending, Investment, and Service Tests is analyzed using only quantitative factors (e.g., geographic distribution, borrower distribution, total number and dollar amount of CD loans and qualified investments, branch distribution, and CD services).

**Low-Income:** Individual income that is at less than 50 percent of the area median income, or a median family income that is less than 50 percent in the case of a geography.

**Market Share:** The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the state/assessment area.

**Median Family Income (MFI):** The median income determined by the U.S. Census Bureau every five years and used to determine the income level category of geographies. The median is the point at which half of the families have income above, and half below, a range of incomes. Also, the median income determined by the Federal Financial Institutions Examination Council (FFIEC) annually that is used to determine the income level category of individuals. For any given area, the median is the point at which half of the families have income above, and half below, a range of incomes.

**Metropolitan Division:** As defined by Office of Management and Budget, a county or group of counties within a Core Based Statistical Area that contains an urbanized population of at least 2.5

million. A Metropolitan Division consists of one or more main/secondary counties that represent an employment center or centers, plus adjacent counties associated with the main/secondary county or counties through commuting ties.

**Metropolitan Statistical Area:** An area, defined by the Office of Management and Budget, as a Core Based Statistical Area associated with at least one urbanized area that has a population of at least 50,000. The Metropolitan Statistical Area comprises the central county or counties containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting.

**Middle-Income:** Individual income that is at least 80 percent and less than 120 percent of the area median income, or a median family income that is at least 80 percent and less than 120 percent, in the case of a geography.

**Moderate-Income:** Individual income that is at least 50 percent and less than 80 percent of the area median income, or a median family income that is at least 50 percent and less than 80 percent, in the case of a geography.

**Multifamily:** Refers to a residential structure that contains five or more units.

**Multistate Metropolitan Statistical Area (MMSA):** Any multistate metropolitan statistical area or multistate combined statistical area, as defined by the Office of Management and Budget.

**Owner-Occupied Units:** Includes units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

**Prior Period Investments:** Investments made in a previous evaluation period that are outstanding as of the end of the evaluation period.

**Qualified Investment:** A qualified investment is defined as any lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

**Rating Area:** A rated area is a state or multistate metropolitan statistical area. For an institution with domestic branches in only one state, the institution's CRA rating would be the state rating. If an institution maintains domestic branches in more than one state, the institution will receive a rating for each state in which those branches are located. If an institution maintains domestic branches in two or more states within a multistate metropolitan statistical area, the institution will receive a rating for the multistate metropolitan statistical area.

**Small Loan(s) to Business(es):** A loan included in 'loans to small businesses' as defined in the Consolidated Report of Condition and Income (Call Report) instructions. These loans have original amounts of \$1 million or less and typically are either secured by nonfarm or nonresidential real estate or are classified as commercial and industrial loans.

**Small Loan(s) to Farm(s):** A loan included in 'loans to small farms' as defined in the instructions for preparation of the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of \$500,000 or less and are either secured by farmland or are classified as loans to finance agricultural production and other loans to farmers.

**Tier 1 Capital:** The total of common shareholders' equity, perpetual preferred shareholders' equity with non-cumulative dividends, retained earnings and minority interests in the equity accounts of consolidated subsidiaries.

**Unfunded Commitments:** Legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

**Upper-Income:** Individual income that is at least 120 percent of the area median income, or a median family income that is at least 120 percent, in the case of a geography.

## Appendix D: Tables of Performance Data

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### Content of Standardized Tables

A separate set of tables is provided for each state. All multistate metropolitan statistical areas, if applicable, are presented in one set of tables. References to the “bank” include activities of any affiliates that the bank provided for consideration (refer to appendix A: Scope of the Examination). For purposes of reviewing the Lending Test tables, the following are applicable: (1) purchased loans are treated the same as originations; and (2) “aggregate” is the percentage of the aggregate number of reportable loans originated and purchased by all HMDA or CRA reporting lenders in the MMSA/AA. Deposit data are compiled by the FDIC and are available as of June 30<sup>th</sup> of each year. Tables without data are not included in this PE.

The following is a listing and brief description of the tables included in each set:

- Table 7. Assessment Area Distribution of Home Mortgage Loans by Income Category of the Geography** - Compares the percentage distribution of the number of loans originated and purchased by the bank in low-, moderate-, middle-, and upper-income geographies to the percentage distribution of owner-occupied housing units throughout those geographies. The table also presents aggregate peer data for the years the data is available.
- Table 8. Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower** - Compares the percentage distribution of the number of loans originated and purchased by the bank to low-, moderate-, middle-, and upper-income borrowers to the percentage distribution of families by income level in each MMSA/AA. The table also presents aggregate peer data for the years the data is available.

Table 7: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Geography																			2022 - 2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Tracts			Moderate-Income Tracts			Middle-Income Tracts			Upper-Income Tracts			Not Available-Income Tracts		
	#	\$	% of Total Number	Overall Market	% of Owner-Occupied Housing Units	% Bank Loans	% Aggregate	% of Owner-Occupied Housing Units	% Bank Loans	% Aggregate	% of Owner-Occupied Housing Units	% Bank Loans	% Aggregate	% of Owner-Occupied Housing Units	% Bank Loans	% Aggregate	% of Owner-Occupied Housing Units	% Bank Loans	% Aggregate
NCB Highland County Non-MSA	191,561		100.00	3,004	--	--	--	9.13	21.05	9.79	75.34	73.68	77.06	15.53	5.26	13.15	--	--	--
<b>Total</b>	<b>191,561</b>		<b>100.00</b>	<b>3,004</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>9.13</b>	<b>21.05</b>	<b>9.79</b>	<b>75.34</b>	<b>73.68</b>	<b>77.06</b>	<b>15.53</b>	<b>5.26</b>	<b>13.15</b>	<b>--</b>	<b>--</b>	<b>--</b>
Source: FFIEC File - 2020, 2024 Census; 1/1/2022 - 12/31/2024 Bank Data, 2022, 2023, 2024 HMDA Aggregate Data, "--" data not available.																			
Due to rounding, totals may not equal 100.0%																			

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2022 - 2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
NCB Highland County Non- MSA	191,561		100.00	3,004	22.73	31.58	11.22	19.87	36.84	23.67	21.06	15.79	25.03	36.34	15.79	24.70	--	--	15.38
<b>Total</b>	<b>191,561</b>		<b>100.00</b>	<b>3,004</b>	<b>22.73</b>	<b>31.58</b>	<b>11.22</b>	<b>19.87</b>	<b>36.84</b>	<b>23.67</b>	<b>21.06</b>	<b>15.79</b>	<b>25.03</b>	<b>36.34</b>	<b>15.79</b>	<b>24.70</b>	<b>--</b>	<b>--</b>	<b>15.38</b>
Source: FFIEC File - 2020, 2024 Census; 1/1/2022 - 12/31/2024 Bank Data, 2022, 2023, 2024 HMDA Aggregate Data.																			
Due to rounding, totals may not equal 100.0%																			

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2022 - 2023
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
California	292,167,703		100.00	1,525,487	22.96	4.11	4.37	16.82	11.64	8.94	18.71	26.37	17.60	41.51	55.14	48.39	--	2.74	20.71
<b>Total</b>	<b>292,167,703</b>		<b>100.00</b>	<b>1,525,487</b>	<b>22.96</b>	<b>4.11</b>	<b>4.37</b>	<b>16.82</b>	<b>11.64</b>	<b>8.94</b>	<b>18.71</b>	<b>26.37</b>	<b>17.60</b>	<b>41.51</b>	<b>55.14</b>	<b>48.39</b>	<b>--</b>	<b>2.74</b>	<b>20.71</b>
Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2023 Bank Data, 2022, 2023 HMDA Aggregate Data.																			
Due to rounding, totals may not equal 100.0%																			

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
California	134	76,207	100.00	603,367	22.96	0.75	4.39	16.82	8.96	7.75	18.71	17.91	17.01	41.52	68.66	51.76	--	3.73	19.08
<b>Total</b>	<b>134</b>	<b>76,207</b>	<b>100.00</b>	<b>603,367</b>	<b>22.96</b>	<b>0.75</b>	<b>4.39</b>	<b>16.82</b>	<b>8.96</b>	<b>7.75</b>	<b>18.71</b>	<b>17.91</b>	<b>17.01</b>	<b>41.52</b>	<b>68.66</b>	<b>51.76</b>	<b>--</b>	<b>3.73</b>	<b>19.08</b>

Source: FFIEC File - 2024 Census; 1/1/2024 - 12/31/2024 Bank Data, 2024 HMDA Aggregate Data.  
Due to rounding, totals may not equal 100.0%

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2022 - 2023
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
District of Columbia	84	26,028	100.00	29,082	30.40	1.19	7.66	13.35	26.19	16.19	14.28	30.95	19.30	41.97	38.10	41.45	--	3.57	15.39
<b>Total</b>	<b>84</b>	<b>26,028</b>	<b>100.00</b>	<b>29,082</b>	<b>30.40</b>	<b>1.19</b>	<b>7.66</b>	<b>13.35</b>	<b>26.19</b>	<b>16.19</b>	<b>14.28</b>	<b>30.95</b>	<b>19.30</b>	<b>41.97</b>	<b>38.10</b>	<b>41.45</b>	<b>--</b>	<b>3.57</b>	<b>15.39</b>

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2023 Bank Data, 2022, 2023 HMDA Aggregate Data.  
Due to rounding, totals may not equal 100.0%

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
District of Columbia	34	11,723	100.00	10,029	26.43	2.94	4.44	12.05	17.65	10.47	13.58	26.47	17.48	47.94	52.94	48.83	--	--	18.79
<b>Total</b>	<b>34</b>	<b>11,723</b>	<b>100.00</b>	<b>10,029</b>	<b>26.43</b>	<b>2.94</b>	<b>4.44</b>	<b>12.05</b>	<b>17.65</b>	<b>10.47</b>	<b>13.58</b>	<b>26.47</b>	<b>17.48</b>	<b>47.94</b>	<b>52.94</b>	<b>48.83</b>	<b>--</b>	<b>--</b>	<b>18.79</b>

Source: FFIEC File - 2024 Census; 1/1/2024 - 12/31/2024 Bank Data, 2024 HMDA Aggregate Data.  
Due to rounding, totals may not equal 100.0%

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2022 - 2023
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
Maryland	83	15,001	100.00	325,235	22.34	26.51	10.32	17.85	31.33	22.56	21.68	20.48	22.00	38.13	13.25	27.53	--	8.43	17.60
<b>Total</b>	<b>83</b>	<b>15,001</b>	<b>100.00</b>	<b>325,235</b>	<b>22.34</b>	<b>26.51</b>	<b>10.32</b>	<b>17.85</b>	<b>31.33</b>	<b>22.56</b>	<b>21.68</b>	<b>20.48</b>	<b>22.00</b>	<b>38.13</b>	<b>13.25</b>	<b>27.53</b>	<b>--</b>	<b>8.43</b>	<b>17.60</b>
Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2023 Bank Data, 2022, 2023 HMDA Aggregate Data.																			
Due to rounding, totals may not equal 100.0%																			

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
Maryland	28	5,083	100.00	144,644	21.32	21.43	7.77	17.38	14.29	19.49	21.44	35.71	22.11	39.87	14.29	29.75	--	14.29	20.88
<b>Total</b>	<b>28</b>	<b>5,083</b>	<b>100.00</b>	<b>144,644</b>	<b>21.32</b>	<b>21.43</b>	<b>7.77</b>	<b>17.38</b>	<b>14.29</b>	<b>19.49</b>	<b>21.44</b>	<b>35.71</b>	<b>22.11</b>	<b>39.87</b>	<b>14.29</b>	<b>29.75</b>	<b>--</b>	<b>14.29</b>	<b>20.88</b>
Source: FFIEC File - 2024 Census; 1/1/2024 - 12/31/2024 Bank Data, 2024 HMDA Aggregate Data.																			
Due to rounding, totals may not equal 100.0%																			

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2022 - 2023
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
Michigan	143	14,179	100.00	500,952	20.65	40.56	11.29	17.89	13.29	22.59	21.12	20.28	22.94	40.35	20.98	31.70	--	4.90	11.48
<b>Total</b>	<b>143</b>	<b>14,179</b>	<b>100.00</b>	<b>500,952</b>	<b>20.65</b>	<b>40.56</b>	<b>11.29</b>	<b>17.89</b>	<b>13.29</b>	<b>22.59</b>	<b>21.12</b>	<b>20.28</b>	<b>22.94</b>	<b>40.35</b>	<b>20.98</b>	<b>31.70</b>	<b>--</b>	<b>4.90</b>	<b>11.48</b>
Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2023 Bank Data, 2022, 2023 HMDA Aggregate Data.																			
Due to rounding, totals may not equal 100.0%																			

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
Michigan	57	5,224	100.00	225,966	20.52	28.07	9.86	17.82	33.33	21.55	21.16	19.30	22.60	40.50	17.54	33.17	--	1.75	12.81
<b>Total</b>	<b>57</b>	<b>5,224</b>	<b>100.00</b>	<b>225,966</b>	<b>20.52</b>	<b>28.07</b>	<b>9.86</b>	<b>17.82</b>	<b>33.33</b>	<b>21.55</b>	<b>21.16</b>	<b>19.30</b>	<b>22.60</b>	<b>40.50</b>	<b>17.54</b>	<b>33.17</b>	<b>--</b>	<b>1.75</b>	<b>12.81</b>

Source: FFIEC File - 2024 Census; 1/1/2024 - 12/31/2024 Bank Data, 2024 HMDA Aggregate Data.  
Due to rounding, totals may not equal 100.0%

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2022 - 2023
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	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
New York	715	1,162,530	100.00	601,750	24.22	0.70	6.67	16.47	4.34	17.49	18.75	9.65	21.72	40.56	36.36	38.66	--	48.95	15.45
<b>Total</b>	<b>715</b>	<b>1,162,530</b>	<b>100.00</b>	<b>601,750</b>	<b>24.22</b>	<b>0.70</b>	<b>6.67</b>	<b>16.47</b>	<b>4.34</b>	<b>17.49</b>	<b>18.75</b>	<b>9.65</b>	<b>21.72</b>	<b>40.56</b>	<b>36.36</b>	<b>38.66</b>	<b>--</b>	<b>48.95</b>	<b>15.45</b>

Source: FFIEC File - 2020 Census; 1/1/2022 - 12/31/2023 Bank Data, 2022, 2023 HMDA Aggregate Data.  
Due to rounding, totals may not equal 100.0%

Table 8: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower																			2024
Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total Number	Overall Market	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate	% Families	% Bank Loans	% Aggregate
New York	196	512,871	100.00	236,032	24.18	0.51	6.52	16.44	4.59	16.08	18.73	9.69	22.12	40.64	30.10	41.30	--	55.10	13.98
<b>Total</b>	<b>196</b>	<b>512,871</b>	<b>100.00</b>	<b>236,032</b>	<b>24.18</b>	<b>0.51</b>	<b>6.52</b>	<b>16.44</b>	<b>4.59</b>	<b>16.08</b>	<b>18.73</b>	<b>9.69</b>	<b>22.12</b>	<b>40.64</b>	<b>30.10</b>	<b>41.30</b>	<b>--</b>	<b>55.10</b>	<b>13.98</b>

Source: FFIEC File - 2024 Census; 1/1/2024 - 12/31/2024 Bank Data, 2024 HMDA Aggregate Data.  
Due to rounding, totals may not equal 100.0%





Working Together.  
Building Community.

## Branch Locations



## BRANCH LOCATIONS

### **Hillsboro Main**

Address: 139 South High Street, Hillsboro, OH 45133

Toll free phone number: (800) 322-1251

Phone number: (937) 393-4246

Fax number: (937) 393-5711

Census Tract: 9548

### **Lobby Hours**

Monday-Thursday: 9:00 a.m. to 5:00 p.m.

Friday: 9:00 a.m. to 6:00 p.m.

Saturday: 9:00 a.m. to 12:00 p.m.

### **Drive-up Hours**

Monday-Thursday: 8:30 a.m. to 5:00 p.m.

Friday: 8:30 a.m. to 6:00 p.m.

Saturday: 8:30 a.m. to 12:00 p.m.

### **ATM (Cash Dispense Only) available 24 hours/7 days per week**

139 South High Street

Hillsboro, Ohio 45133

NCB participates in the MoneyPass ATM Network, which gives NCB cardholders access to over 32,000 surcharge free ATMs nationwide. To find an ATM near you visit <http://moneypass.com>



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## List of Branches Opened and Closed



As of December 31, 2025

National Cooperative Bank, N.A. has not opened or closed any branches during the current year and prior two calendar years.



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Building Community.

## Consumer Products and Services



National Cooperative Bank provides a full array of lending and depository products and services.

## **CONSUMER PRODUCTS**

National Cooperative Bank provides affordable and accessible banking products and services to consumers. Within our assessment area of Highland County, Ohio, we provide both lending and banking products. On a national level, our products are limited to residential lending for consumers living in housing cooperatives, condominiums, & tenant in common, and offers limited deposit accounts. NCB is active in marketing deposit and loan products to new and existing customers on a regular basis via off-line and on-line (digital) mediums.

### **Consumer Deposit Products**

Personal Checking, Savings, Money Markets and Certificates of Deposit accounts offer a variety of features along with FDIC insurance up to \$250,000. Related services include 24/7 online banking, mobile banking with an online feature to deposit checks, CardValet, and telephone banking. In addition, online banking provides the ability to transfer funds between accounts, make loan payments, view & download e-statements, pay bills, create custom reports, financial education tools, and other services.

- The Basic Checking account offers no interest, and there is no minimum balance or monthly fee.
- The Advantage Checking account earns interest and has no minimum balance. There is a monthly service charge of \$2.50, however the service charge is waived if the account receives a direct deposit during the month.
- The EZ Days Checking account for seniors aged 50 years or greater; it earns interest and has a minimum balance of only \$100 to avoid the monthly service charge of \$2.50. This account receives free checks.
- Impact Checking Account is an interest-bearing account that requires no minimum deposit to open the account and has a monthly service charge of \$15 if the average balance falls below \$500. This account can only be opened online.
- The Money Matters Checking is for ages 16-20, has no minimum balance, it has reduced insufficient funds charge for return items, and has no monthly service fee. This checking account is frequently opened during special programs in local area schools and in coordination with the Bank's financial literacy program via EverFi.

- The Basic Money Market account requires a minimum deposit amount of \$100 and offers a tiered interest rate structure. Accounts with a balance of less than \$2,500 are assessed a \$5 monthly fee.
- Impact Money Market is a tiered interest-bearing account that can be opened with \$100 and has a \$25 monthly service charge if the balance falls below \$5,000. This account can only be opened online.
- The Statement Savings earns interest and there is a \$2 monthly service charge if the balance falls below \$100.
- The Money Matters Savings account is designed for students aged 20 years or younger. There is no monthly service fee and the account earns interest. These accounts are frequently opened during special programs in local area schools and in coordination with the Bank's financial literacy program via EverFi.
- 6 Month and 12 Month Impact Certificate of Deposit is a certificate of deposit and requires \$2,500 to open. This account can only be opened online.
- Certificates of Deposits are offered for a range of terms from 6, 12, & 18 months, to 2, 3, 4, 5 & 7 years. Rates are generally higher than savings accounts and a minimum of \$500 is required to open an account.
- Personal IRA Certification of Deposit include Traditional and Roth Individual Retirement Accounts. The accounts are structured to offer a range of interest yields. IRA customers may choose to invest in higher paying CDs with various terms from 6, 12, & 18 months, to 2, 3, 4, 5 & 7 years. The minimum amount to open is \$500.
- EZ IRA Savings is an IRA product; it is an interest-bearing account and has no monthly service fee. The minimum amount to open is \$25. There is no charge for direct deposit to this account.

### **National Consumer Deposit Products**

- Impact Checking Account is an interest-bearing account that requires no minimum deposit to open the account and has a monthly service charge of \$15 if the average balance falls below \$500. This account can only be opened online.
- Impact Money Market is a tiered interest-bearing account that can be opened with \$100 and has a \$25 monthly service charge if the balance falls below \$5,000. This account can only be opened online.

- 6 Month and 12 Month Impact Certificate of Deposit is a certificate of deposit and requires \$2,500 to open. This account can only be opened online.

### **Consumer Loan Products**

- Real estate lending is available for 1-4 single-family, condominium and housing cooperative units as well as Tenants in Common, planned unit developments, investments, and land. Loans include conforming and jumbo fixed rate loans with terms of 10, 15, 20 and 30 years. Adjustable-rate products include conforming and jumbo 1/1, 3/1, 5/1, 7/1 and 10/1 structures with 30-year terms. In general, the underwriting guidelines require an overall debt to income ratio of 43% with some flexibility on FNMA Desktop Underwriter loans. Private Mortgage insurance is available up to 95%. A satisfactory credit score is required.
- Consumer loans are available to purchase, or refinance used and new automobiles, recreational vehicles, lawn/garden equipment and other consumer items. These loans offer fixed rate terms of up to 120 months and a debt-to-income ratio of 47% of gross monthly income.
- The NCB Homebuyer's Grant and FHLB Homebuyer's Grant are available to families with incomes up to 80% of the Area Median Income. The program makes forgivable grants of up to \$10,000 available to cover the costs associated with down payment and closing fees for eligible homebuyers.
- NCB offers the Fannie Mae HomeReady Mortgage to customers in our assessment area; it is specifically offered to low-to-moderate (LMI) income borrowers with relaxed guidelines for loan approval.
- Home Equity Loans and Line of Credit (HELOC) allow owners to access the value of their home equity for their financial needs, and in most cases, enjoy a reduction in their tax liability. These loans offer tremendous flexibility for the customer and provide a reliable source of financing for personal borrowing needs.



# Your Personal Deposit Account

**Terms and Conditions**  
**Electronic Fund Transfers**  
**Funds Availability**  
**Truth-in-Savings Disclosure**



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National Cooperative Bank

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National Cooperative Bank

Rev. June 2024

## FACTS

### WHAT DOES NCB 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: <div><div>◆ Social Security number</div><div>◆ Transaction history</div><div>◆ Account balances</div><div>◆ Credit history</div><div>◆ Payment history</div><div>◆ Credit scores</div></div> When you are <i>no longer</i> 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 NCB chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does NCB share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	No
For our affiliates' everyday business purposes - information about your transactions and experiences		No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call toll-free 800-322-1251 or go to <a href="http://www.ncb.coop">www.ncb.coop</a>		

Who We Are	
Who is providing this notice?	NCB means National Cooperative Bank, N.A.
What We Do	
How does NCB protect my personal information?	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.
How does NCB collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>◆ Open an account</li> <li>◆ Deposit money</li> <li>◆ Pay your bills</li> <li>◆ Apply for a loan</li> <li>◆ Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<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. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>◆ <i>National Consumer Cooperative Bank</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>◆ <i>NCB does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint Marketing	<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>NCB doesn't jointly market.</i></li> </ul>
Other Important Information	
<p><b>For Alaska, Illinois, Maryland and North Dakota Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p><b>For California Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p><b>For Massachusetts, Mississippi and New Jersey Customers.</b> We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p>	

# TERMS AND CONDITIONS OF YOUR PERSONAL DEPOSIT ACCOUNTS

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

**AGREEMENT** - This document, along with any other documents we give you pertaining to your personal deposit accounts, is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Ohio and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**LIABILITY** - You agree, 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. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. 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. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary and have a reasonable opportunity to act) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy section for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy section does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

## **UNDERSTANDING AND AVOIDING OVERDRAFT AND INSUFFICIENT FUNDS FEES**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and insufficient funds is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and insufficient funds transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an insufficient funds fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An insufficient funds transaction is slightly different. In an insufficient funds transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "current" balance. This means an overdraft or an insufficient funds transaction could occur regardless of your account's current balance.

Your account's current balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The current balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the current balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the current balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Insufficient funds fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an insufficient funds fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an insufficient funds fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an insufficient funds or overdraft fee according to our insufficient funds or overdraft fee policy, which may result in one or more overdraft or insufficient funds fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See the penalty for early withdrawal for the applicable product(s) in the Truth-In-Savings Disclosure section.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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 an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) 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.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (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, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff 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 (e.g., we paid the item in cash or we certified the item).

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of this document. We may also add new terms to this document. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this document. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.



Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure section of this document or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CLOSING OF ACCOUNT** - Upon closing of any account with us, we may, at our discretion, retain such funds as we may reasonably determine necessary to cover any returned items or other outstanding obligations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notices in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you via the United States mail is effective when it is deposited in the United States mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your mail of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS** - Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized transactions, signatures, alterations, counterfeit checks, and forgeries** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized transactions, signatures, counterfeits, or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized transactions, signatures, counterfeits, or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized transactions, signatures, alterations, counterfeits, or forgeries in your account within 30 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether you exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**Your duty to report other errors or problems** - In addition to the Uniform Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized transactions, signatures, counterfeits, alterations, or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized transactions, signatures, alterations, counterfeits, and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 30 days. Failure to examine your statement and items and report any errors to us within 30 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 30 day time period to report other errors.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to the Electronic Fund Transfers Your Rights and Responsibilities section. For consumer liability information see the Unauthorized Transfers and Error Resolution Notice sections.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this document.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the 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 available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises 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 setoff.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an authorized signer.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing 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. You give us this authority 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 filed with us. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**UTMA ACCOUNTS** - For accounts governed by the Ohio Transfer to Minors Act, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LOST, DESTROYED, OR STOLEN BANK CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen bank check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this document shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our requirements as may be communicated from time to time. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

#### **ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, debit card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission. Do not discuss, compare, or share information.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker for example) who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account and payment can be made from your account even though you did not contact us directly and order the payment. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and



supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**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.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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

If necessary, you may change or remove any of the telephone numbers or email addresses or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in the Electronic Fund Transfers Your Rights and Responsibilities section. For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

**DISPUTE RESOLUTION AND ARBITRATION** - This paragraph contains what is sometimes referred to as a predispute arbitration clause. In this regard, you should be aware of the following: (a) Arbitration shall be final and binding on the parties; (b) The parties are waiving their right to seek remedies in court, including the right to a trial by jury; (c) Pre-arbitration discovery is generally more limited and different from court proceedings; (d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; (e) The panel of arbitrators will typically include some arbitrators who were or are affiliated with the financial industry; and (f) No person shall bring a class action to arbitration. It is agreed that any controversy between you and us, or our respective officers, directors, agents or employees arising out of this Agreement or your business with us, shall be resolved through binding arbitration in Arlington, Virginia, or any other location agreeable to both parties conducted in accordance with the appropriate rules of the American Arbitration Association. Judgment upon the award of the arbitrators may be entered by any court having jurisdiction. By agreeing to arbitration, you hereby waive any right to trial by jury in any proceeding arising out of or relating to this Agreement or any of the contemplated services, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. You also agree that we may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive trial by jury.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See the Truth in Savings Disclosure (Certificate of Deposits product) section for additional information on penalty for early withdrawals.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for

our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next-day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited. We may also reverse any transfers or wire payment credited to your account at any time and without liability to us in the event that we determine that it may be erroneous or fraudulent.

**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your account(s).
- **Preauthorized payments.** You may make arrangements for certain direct debits to be withdrawn from your account(s).
- **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 pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (937) 840-0846 or 1-877-840-0846 using your personal identification number, a touch tone phone, and your account numbers to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
  - the account balance of checking accounts
  - the last five deposits to checking accounts
  - the last five withdrawals from checking accounts
  - the account balance of savings accounts
  - the last five deposits to savings accounts
  - the last five withdrawals from savings accounts

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card or MasterMoney™ Debit Card and personal identification number, to:

- make deposits to checking account(s) with ATM or MasterMoney Debit Card
- make deposits to savings account(s) with ATM or MasterMoney Debit Card
- get cash withdrawals from checking or savings account(s) with ATM or MasterMoney Debit Card
  - you may withdraw no more than \$205 per day with an ATM Card
  - you may withdraw no more than \$505 per day with MasterMoney Debit Card
- transfer funds from savings to checking account(s) with ATM or MasterMoney Debit Card
- transfer funds from checking to savings account(s) with ATM or MasterMoney Debit Card
- get information about:
  - the account balance of your checking accounts
    - with ATM or MasterMoney Debit Card
  - the account balance of your savings accounts
    - with ATM or MasterMoney Debit Card

Some of these services may not be available at all terminals.

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$200 in transactions per day (dollar limits may be higher upon bank approval). We may increase this limit without notice to you.

**Types of MasterMoney™ Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$1,505 in transactions per day (dollar limits may be higher upon bank approval). We may increase this limit without notice to you.

**Currency Conversion.** If you effect a transaction with your MasterMoney™ Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Online Banking Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.ncb.coop](http://www.ncb.coop) and using your user identification and password to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds between NCB and other financial institutions
- make payments from checking to loan accounts with us
- make payments from checking to third parties
- make payments from savings to loan accounts with us
- make payments from savings to third parties
- get information about:
  - the account balance of checking accounts
  - deposits to checking accounts
  - withdrawals from checking accounts
  - the account balance of savings accounts
  - deposits to savings accounts
  - withdrawals from savings accounts

**Mobile Banking - types of transfers** - You may access your account(s) using your user identification and password to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds between NCB and other financial institutions
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- make payments from savings to loan account(s) with us
- make payments from savings to third parties
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)

## FEES

- We do not charge for direct deposits to any type of account.
- There may be an additional fee for each withdrawal, transfer, or inquiry at ATMs that are not owned by us. Refer to Common Features section of this document for details.
- There will be an excessive withdrawal transaction fee assessed to all savings and money market accounts for each withdrawal, ATM withdrawal, preauthorized or automatic withdrawal/transfer in excess of four per month. Refer to Common Features section of this document for details.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** 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 (937) 393-4246 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:  
Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete an electronic fund 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. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; 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) as explained in the Privacy Policy contained elsewhere in this document.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, 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 can 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.

• **Additional Limits on Liability for MasterMoney™ Debit Card.** You will not be liable for any unauthorized transactions using your MasterMoney™ Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, 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 transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) 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 transfer involved a new account) 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. 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

NATIONAL COOPERATIVE BANK, N.A.

139 SOUTH HIGH STREET

HILLSBORO, OHIO 45133

Business Days: Monday through Friday from 9 a.m. to 5 p.m. ET

Excluding Federal Holidays

Phone: (937) 393-4246 OR (800) 322-1251

To report a lost or stolen card after

hours, call: (800) 472-3272

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. In general, transaction accounts 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. Savings accounts and money market deposit accounts are examples of savings deposits. 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 cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the 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 before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 P.M. ET on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. ET or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a mobile deposit using our mobile app before 4:00 P.M. ET on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a mobile deposit using our mobile app after 4:00 P.M. ET or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of 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 in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive 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. The first \$275 of your deposits, however, will be available on the next business day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our 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.

**Safeguard exceptions.** 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.

You deposit checks totaling more than \$6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of 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 seventh business day after the day of your deposit.

#### 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.

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 \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state, local government checks and money orders 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 (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

#### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will not be available until the first business day after the day of your deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

All ATMs that we own or operate are identified as our machines. There may be an additional fee for each withdrawal, transfer, or inquiry at ATMs that are not owned by us.

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Contract Date

## TRUTH-IN-SAVINGS DISCLOSURE

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the rate sheet included with this disclosure or your periodic statement.

#### BASIC CHECKING

**Minimum balance to open the account** - You must deposit \$25 to open this account.

#### ADVANTAGE CHECKING

**Rate information** - Your interest rate and annual percentage yield may change.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Minimum balance to open the account** - You must deposit \$25 to open this account.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Fees:** A maintenance service charge fee of \$2.50 will be charged monthly. This fee will not apply if a direct deposit is posted to the account during the month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

#### EZ DAYS CHECKING

**Rate information** - Your interest rate and annual percentage yield may change.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Minimum balance to open the account** - You must deposit \$25 to open this account.

**Minimum balance to avoid imposition of fees** - A maintenance service charge fee of \$2.50 will be charged monthly if the balance in the account falls below \$100 any day of the month.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Additional term:** You must be 50 years of age to qualify for this account.

#### IMPACT CHECKING

**Rate information** - Your interest rate and annual percentage yield may change.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Minimum balance to avoid imposition of fees** - A maintenance service charge fee of \$15 will be charged monthly if the average daily balance in the account falls below \$500 any day of the month. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

#### MONEY MATTERS CHECKING

**Minimum balance to open the account** - You must deposit \$25 to open this account.

**Additional term:** You must be 16 to 20 years of age to qualify for this account. You must have an adult on the account until minor is 18 years of age. At age 18, a debit card can be requested. There will be a \$20 insufficient funds charge for paid or returned items. Upon your 20th birthday, account will switch to the Basic Checking with no reduced insufficient funds charge.

#### BASIC MONEY MARKET

**Rate information** - Your interest rate and annual percentage yield may change.

• **Tier 1** - If your daily balance is \$24,999.99 or less, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

• **Tier 2** - If your daily balance is \$25,000.00 or greater, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Minimum balance to open the account** - You must deposit \$100 to open this account.

**Minimum balance to avoid imposition of fees** - A maintenance service charge fee of \$5 will be charged monthly if the balance in the account falls below \$2,500 any day of the month.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

#### IMPACT MONEY MARKET

**Rate information** - Your interest rate and annual percentage yield may change.

• **Tier 1** - If your daily balance is \$9,999.99 or less, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

• **Tier 2** - If your daily balance is \$10,000.00, but less than \$50,000.00, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

• **Tier 3** - If your daily balance is \$50,000.00 or greater, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Minimum balance to open the account** - You must deposit \$100 to open this account.

**Minimum balance to avoid imposition of fees** - A maintenance service charge fee of \$25 will be charged monthly if the average monthly balance falls below \$5,000. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

#### STATEMENT SAVINGS

**Rate information** - Your interest rate and annual percentage yield may change.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Minimum balance to open the account** - You must deposit \$25 to open this account.

**Minimum balance to avoid imposition of fees** - A maintenance service charge fee of \$2 will be charged monthly if the balance in the account falls below \$100 any day of the month.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

#### **MONEY MATTERS SAVINGS**

**Rate information** - Your interest rate and annual percentage yield may change.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account quarterly.

**Minimum balance to open the account** - You must deposit \$25 to open this account.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Additional term:** You must be under 20 years of age to qualify for this account. You must have an adult on the account until minor is 18. At age 15, a ATM card can be requested. There will be a \$20 insufficient funds charge for paid or returned items. There will be no excessive withdrawal transaction fee associated with this account. Upon 20th birthday, account will switch to the Statement Savings with no reduced insufficient funds charge.

#### **EZ IRA SAVINGS**

**Rate information** - Your interest rate and annual percentage yield may change.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account quarterly.

**Minimum balance to open the account** - You must deposit \$25 to open this account.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:** Refer to the IRA Agreement

#### **6 MONTH CERTIFICATE OF DEPOSIT, 6 MONTH IMPACT CERTIFICATE OF DEPOSIT, AND IRA 6 MONTH CERTIFICATE OF DEPOSIT**

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open the 6 Month Certificate of Deposit and IRA 6 Month Certificate of Deposit. You must deposit \$2,500 to open an Impact 6 Month Certificate of Deposit.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal 3 months interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

#### **1 YEAR CERTIFICATE OF DEPOSIT AND IRA 1 YEAR CERTIFICATE OF DEPOSIT**

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal 6 months interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

**18 MONTH CERTIFICATE OF DEPOSIT AND IRA 18 MONTH  
CERTIFICATE OF DEPOSIT**

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal 6 months interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

**2 YEAR CERTIFICATE OF DEPOSIT AND IRA 2 YEAR  
CERTIFICATE OF DEPOSIT**

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal half of the term of interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.



**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

### 3 YEAR CERTIFICATE OF DEPOSIT AND IRA 3 YEAR CERTIFICATE OF DEPOSIT

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal half of the term of interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

### 4 YEAR CERTIFICATE OF DEPOSIT AND IRA 4 YEAR CERTIFICATE OF DEPOSIT

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal half of the term of interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

### 5 YEAR CERTIFICATE OF DEPOSIT AND IRA 5 YEAR CERTIFICATE OF DEPOSIT

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we may impose will equal half of the term of interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

**7 YEAR CERTIFICATE OF DEPOSIT AND IRA 7 YEAR  
CERTIFICATE OF DEPOSIT**

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.
- For IRA, refer to the IRA Agreement

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal half of the term of interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

**12 MONTH IMPACT CERTIFICATE OF DEPOSIT**

**Rate information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

The interest rate and annual percentage yield stated above are accurate as of the above date. For current rate and yield information please call us at (937) 393-4246 or 800-322-1251.

**Compounding frequency** - Interest will be compounded continuously.

**Crediting frequency** - Interest will be credited to your account at the end of each quarter and at maturity.

**Minimum balance to open the account** - You must deposit \$2,500 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$2,500 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Transaction limitations:**

- You may not make deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity upon Bank approval. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.
- You can only withdraw credited interest before maturity of that term without penalty.

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty imposed for withdrawals before maturity) - The penalty we impose will equal 6 months interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you close the account upon maturity or within the grace period. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

## COMMON FEATURES

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

<b>Account:</b>	
Account balancing assistance.....	\$25 per hour
Account research.....	\$25 per hour
Certified mail fee .....	\$20
Check copy.....	\$2 per check
Check printing.....	(fee based on style and quantity of checks ordered)
Counter check printing.....	\$1 per check
Early account closing fee within 90 days of opening.....	\$25
Fax.....	\$2 per page
Foreign item exchange (plus bank fees).....	\$25
Insufficient funds charge for paid or returned items.....	\$35
(Applies to overdrawing your account by check, ACH, POS, EFT, and bank check)	
Non-customer check cashing fee.....	\$10
Official check fee.....	\$7
OD protection transaction fee (checking or savings accounts).....	\$3 per transfer
Return mail fee.....	\$5
Returned check charge.....	\$15
Statement snapshot.....	\$1 per page
Statement copy.....	\$5
Stop payment fee.....	\$35
Verification of deposit.....	\$10
<b>ATM / Debit Card:</b>	
ATM foreign transaction fee.....	\$3
Replace ATM or Debit card.....	\$10
<b>Dormant Account:</b>	
Dormant account fee.....	\$5 (see following details)
A dormant account fee will be assessed on your checking account if there is no transaction activity by the account owner(s) for one year or more. A dormant account fee will be assessed on your savings or money market account if there is no transaction activity by the account owner(s) for two years or more. Each month thereafter with no transaction activity will result in a fee.	
<b>Excessive Transaction Fee:</b>	
Excessive Debit Tran Fee.....	\$1 per debit / withdrawal
There will be an excessive withdrawal transaction fee assessed to all savings and money market accounts for each withdrawal, ATM withdrawal, preauthorized or automatic withdrawal/transfer in excess of four per month.	
<b>Legal Fees:</b>	
Garnishments.....	\$100
Levies.....	\$100
Child support processing fee.....	\$5
Escheatment.....	\$50
<b>Wire Transfer:</b>	
Incoming domestic and foreign.....	\$10
Domestic outgoing.....	\$25
Foreign outgoing.....	\$35
<b>Safe Deposit Box:</b>	
**The contents of safe deposit boxes are not FDIC insured.	
Annual fee:	
3 x 5.....	\$15 plus tax
3 x 10.....	\$25 plus tax
5 x 5.....	\$30 plus tax
5 x 10.....	\$35 plus tax
10 x 10.....	\$60 plus tax
Lost key.....	\$25
Box drilling.....	\$125
Late fee (30 days past due).....	\$5
We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See the penalty for early withdrawal for the applicable product(s) in the Truth-In-Savings Disclosure section.	

National Cooperative Bank, N.A.  
Main Office: 139 S. High Street, Hillsboro, OH 45133  
[www.ncb.coop](http://www.ncb.coop)

Member FDIC



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## **Commercial Products and Services**



## **COMMERCIAL PRODUCTS**

The Bank offers commercial and real estate loans and utilizes state and federal guarantee programs such as the US Small Business Administration (SBA), US Department of Agriculture (USDA), and the US Bureau of Indian Affairs (BIA). It offers a full array of deposit accounts and related cash management services as well as correspondent banking services. The commercial business products offer flexibility and access to funds for companies of any size. These services are offered in the assessment area and on a national basis, requiring superior service given the absence of a large retail branch network.

### **Commercial Deposit Products**

- Basic Business Checking offers a competitive account for businesses with low transaction activity and low balances. This account features a minimum balance of \$100, includes 50 free deposits per month, 100 free checks/debits per month, no monthly service charge, MasterCard debit card(s), online banking, an optional link to a business sweep account and online cash management option available (additional fees may apply for cash management options).
- Corporate Business Checking is for corporations, cooperatives and partnerships and offers a highly competitive earnings credit to help offset monthly fee or transaction costs. The account features a minimum balance of \$100, MasterCard debit card(s), online banking, a detailed monthly account analysis statement itemizing expenditures, and online cash management option available (additional fees may apply for cash management options).
- The Interest Business Checking is for any type of businesses such as non-profits, sole proprietorships and public agencies. This account features a minimum balance of \$100. This product offers unlimited check writing with no per check/debit or pre-deposit charges, a competitive interest rate, low monthly service charge, MasterCard debit card(s), online banking, and online cash management option available (additional fees may apply for cash management options).
- The Money Market Deposit account is assessed a \$5 monthly service charge if the balance is less than \$2,500. Tiered options (MMDA Treasury Plus) are available. The account offers unlimited deposits and four restricted withdrawal transactions per month.
- The Business Certificates of Deposits offer higher interest rates and terms of 3 months to 7 years, with a minimum balance of \$500.

- MMDA Treasury Plus offers tiered rates based on deposit, requires a \$10,000 minimum deposit, and a loan with NCB or a \$10,000 certificate of deposit.

### **Commercial Loan Products**

- Cooperative Housing Blanket Loans are first mortgage loans typically used to refinance existing debt, fund capital improvements, and build reserves. These loans are generally underwritten for sale for CMBS transactions or to Fannie Mae. Longer-term, fixed interest rates are available. Typically, the minimum loan amount is \$250,000, with a maximum rental LTV of 65%. The loans are typically 10 years in length and amortize over a 30-year period. Longer amortization up to full term interest only period is available.
- Cooperative Housing Second Mortgages, in the form of a term loan or line of credit, can be used to fund capital improvements and/or replenish reserves. General guidelines include minimum loan amount of \$100,000, a maximum rental LTV of 65%. These loans are structured as co-terminus with the first mortgage.
- Commercial Real Estate Loans provide long term financing for office buildings, rental housing, self-storage, retail, industrial, and mixed-use properties. The interest rate is generally fixed for the term of the loan. The loans are typically 5- or 7-year loans with a 30-year amortization schedule and maximum LTV of 75%.
- Owner occupied commercial real estate loans include construction and permanent loans to house the owner's business and to support the expansion of small businesses. The rates and fees for this product are customized to the needs of the borrower, and in general, these loans are funded on balance sheet.
- NCB offers term loans up to 10 years to meet the needs of small business. Loans can be used to refinance debt, to complete a business acquisition, store remodel or expansion or for the purchase of furniture, fixtures, and equipment. If the project requires an interest only period to allow for the build-out, renovation or expansion of the borrower's business the loans can be structured as non-revolving lines of credit that convert to term loans.
- NCB offers revolving lines of credit typically to be used for short-term working capital. Loan terms are typically 1 to 3 years with interest only due monthly based on an adjustable rate.
- NCB offers loans that carry credit enhancements in the form of guarantees from agencies of the U.S. Government, including SBA, USDA, and the Bureau of Indian

Affairs. Loans are structured and priced in accordance with the Agency program parameters.

**Other Commercial Services:**

- NCB Treasury 24/7 is for larger businesses that need online access to ACH and wires. Businesses can initiate ACH and wire transfers as needed, including tax payments, vendor payments and payroll, links with an NCB line of credit, move funds between accounts via book transfer, automatic overnight sweep account to a highly rated fund paying competitive interest rates, a secure platform that enables users to establish various levels of accessibility for key personnel, gives real time access to account balances, has the ability to set up automatic email alerts when a high or low balances requires action, can easily export data into internal software systems, e-statements, and remote deposit capture. It is equipped with an integrated suite of financial tools and 24-hour, seven days a week account access.
- Small Business Online Banking is for small businesses who would like to access accounts online or through mobile device to view statements, deposit checks, transfer funds and utilize bill pay. Businesses can access account balances, e-statements, transaction history, view check images, transfer funds, remote deposit capture, bill pay and has a multifactor authentication login.
- Remote Deposit Services provide customers the capacity to image capture check payments at their business location and electronically deliver the images and information to NCB for deposit into the business' account through a secure internet connection.
- Merchant Card Services provide credit card and check authorization for business to business and business to consumer companies. This includes credit, debit and EBT card acceptance, check authorization, guarantee and collection services, secure internet commerce solutions, instant online account access, and fraud prevention tools and education. This product is offered in partnership with Fiserv Merchant Services.
- Lockbox Services is NCB's automated lockbox remittance processing system; it provides accurate, timely, and efficient servicing of inbound client payments. The system supports real-time online lockbox services, with a full collection processing and image capture and retrieval functionality delivered through a secure website. Online Payment Services is a convenient online service which gives residents the ability to sign up for electronic payments to be taken automatically from their account each month.

- Coin and Currency Services is offered through a vendor relationship with Loomis Fargo. Services include deposit acceptance, shipping and processing, cash preparation, and change order fulfillment.
- Correspondent Banking Services are offered to credit unions on a nation-wide basis. Products and services include reserve & settlement accounts, Sweep and Settlement Services, ACH, branch capture item processing, coin & currency, funds transfer services, Federal Reserve Services, International services, and online banking. An overdraft line and short-term liquidity line are offered as part of the program.





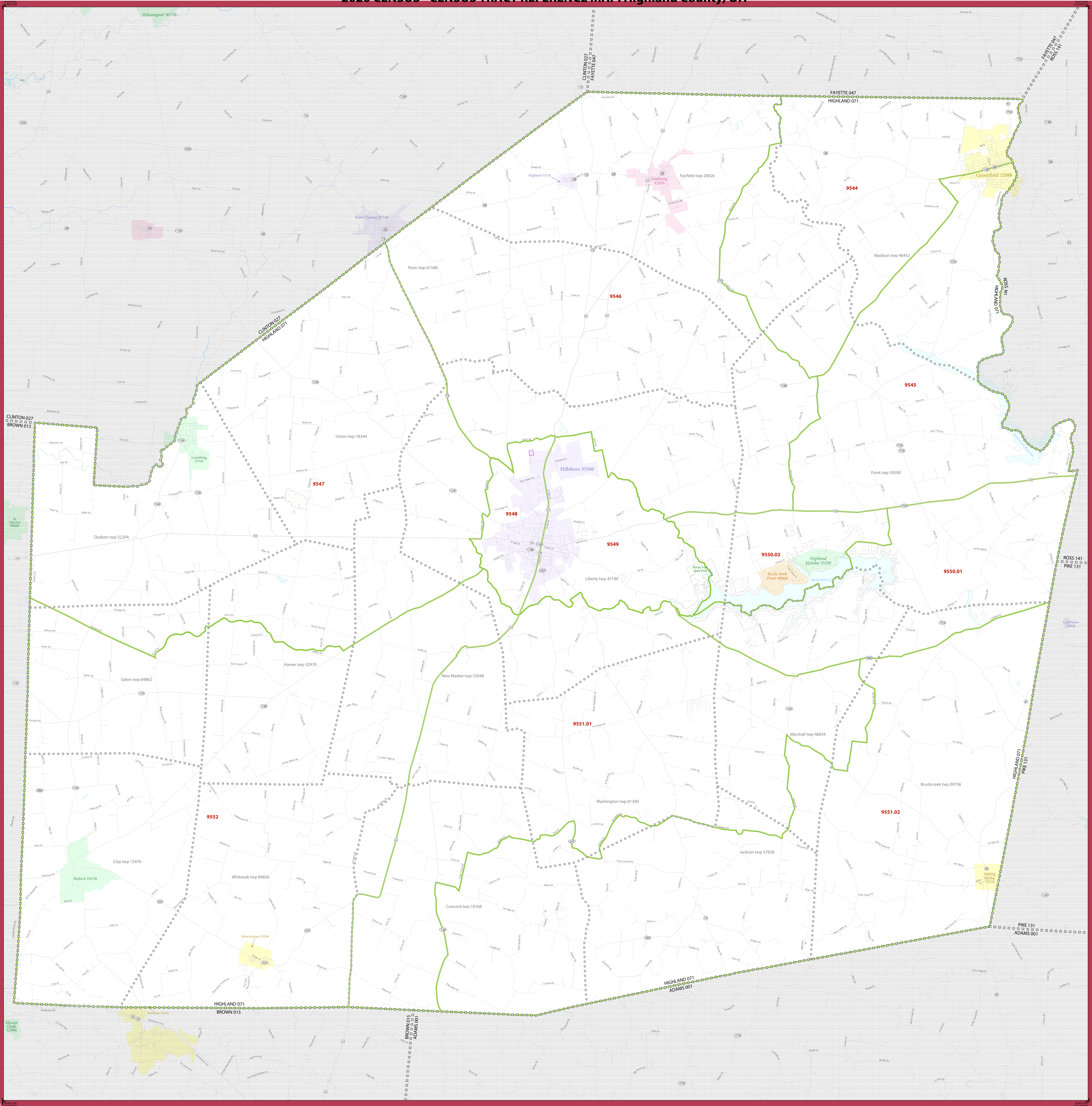
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## Assessment Area Map





2020 CENSUS - CENSUS TRACT REFERENCE MAP: Highland County, OH



SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	☆☆☆☆☆	CANADA
Federal American Indian Reservation	■■■■■	L'ANSE RESVN 1880
Off-Reservation Trust Land	■■■■■	TI1880
State American Indian Reservation	■■■■■	Tama Resvn 9400
Alaska Native Regional Corporation	■■■■■	NANA ANRC 52120
State (or statistically equivalent entity)	■■■■■	NEW YORK 36
County (or statistically equivalent entity)	■■■■■	ERIE 029
Minor Civil Division (MCD) <sup>1</sup>	■■■■■	Bristol town 07485
Census County Division (CCD), Census Subarea (CSA), or Unincorporated Territory (UT)	■■■■■	Hanna CCD 91650
Consolidated City	■■■■■	MILFORD 47500

SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
Incorporated Place <sup>1,2</sup>	■■■■■	Davis 18100
Census Designated Place (CDP) <sup>3</sup>	■■■■■	Incline Village 35100
Census Tract <sup>3</sup>	■■■■■	33.07

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Water Body	■■■■■	Interstate or U.S. Highway	■■■■■
College or University	■■■■■	State Highway or State Road	■■■■■
Military	■■■■■	Other Road	■■■■■
Prison or Juvenile Detention Center	■■■■■	4WD Trail, Railway, Alley, Walkway, or Ferry	■■■■■
Natural or State Park, Forest, or Recreation Area	■■■■■	Nonviable Boundary or Feature Not Elsewhere Classified	■■■■■
Outside Subject Area	■■■■■	Inset Area	■■■■■

Where international, state, county, and/or MCD/CCD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

Geographic area names are followed by either their FIPS or census code.

1 A "\*" following an MCD name denotes a false MCD. A "\*" following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2 Place label color corresponds to the place fill color.

3 Census tracts are identified by an up to four-digit integer number and may have an optional two-digit suffix for example 23 or 1457.02. The census tract codes consist of six digits with an implied decimal between the fourth and fifth digit corresponding to the basic census tract number, but with leading zeros, and trailing zeros for census tracts without a suffix. The tract number examples above would have codes of 002300 and 145702, respectively.

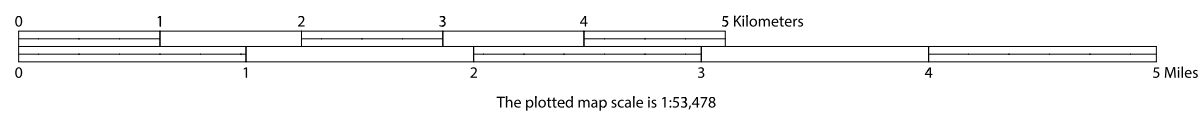
Due to space limitations, some road names, along with other feature and geography names on the map, may not be shown.

All legal boundaries and names are as of January 1, 2020. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2020 Census (reference date: January 1, 2020)  
Data Source: U.S. Census Bureau's MAF/TIGER database (TAB20)  
Map Created by: Geography Division, January 05, 2021

U.S. DEPARTMENT OF COMMERCE U.S. Census Bureau

Projection: Albers Equal Area Conic  
Datum: NAD 83  
Spheroid: GRS 80  
1st Standard Parallel: 39 09 25  
2nd Standard Parallel: 41 40 23  
Central Meridian: 82 48 11  
Latitude of Projection Origin: 38 24 11  
False Easting: 0  
False Northing: 0



Sheet 1 of 1 PARENT sheets  
Total Sheets: 1 (Index 0; Parent 1; Inset 0)

NAME: Highland County (071)  
ENTITY TYPE: County or statistically equivalent entity  
ST: Ohio (39)

2020 CENSUS TRACT REF MAP (PARENT)  
Sheet ID: 249539071001







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## CRA Disclosure Statement



## Community Reinvestment Act Notice

Under the Federal Community Reinvestment Act (CRA), the Comptroller of the Currency (OCC) evaluates our record of helping to meet the credit needs of this community consistent with safe and sound operations. The OCC also takes this record into account when deciding on certain applications submitted by us.

Your involvement is encouraged.

You are entitled to certain information about our operations and our performance under the CRA. You may review today the public section of our most recent CRA evaluation, prepared by the OCC, and a list of services provided at this branch. You may also have access to the following additional information, which we will make available to you at this branch within five calendar days after you make a request to us: (1) a map showing the assessment area containing this branch, which is the area in which the OCC evaluates our CRA performance in this community; (2) information about our branches in this assessment area; (3) a list of services we provide at those locations; (4) data on our lending performance in this assessment area; and (5) copies of all written comments received by us that specifically relate to our CRA performance in this assessment area, and any responses we have made to those comments. If we are operating under an approved strategic plan, you may also have access to a copy of the plan.

If you would like to review information about our CRA performance in other communities served by us, the public file for our entire bank is available at National Cooperative Bank, N.A., located at 139 S High Street, Hillsboro, Ohio 45133.

At least 30 days before the beginning of each quarter, the OCC publishes a nationwide list of the banks that are scheduled for CRA examination in that quarter. This list is available from the Deputy Comptroller, Large Bank Supervision, Office of the Comptroller of the Currency, 400 7<sup>th</sup> St. SW Washington, DC 20219, email address [CRAComments@occ.treas.gov](mailto:CRAComments@occ.treas.gov). You may send written comments about our performance in helping to meet community credit needs to Mary Alice Hartley, Vice President, Regulatory Compliance and CRA Officer, 139 South High Street, Hillsboro, OH 45133 and the OCC Deputy Comptroller. Your letter, together with any response by us, will be considered by the OCC in evaluating our CRA performance and may be made public.

You may ask to look at any comments received by the OCC Deputy Comptroller. You may also request from the OCC Deputy Comptroller an announcement of our applications covered by the CRA filed with the OCC. We are an affiliate of the National Consumer Cooperative Bank, a bank holding company. You may request from the Officer in Charge of Applications, Federal Reserve Bank of Virginia, 701 East Byrd Street, Richmond, VA 23219 an announcement of applications covered by the CRA filed by bank holding companies.

## Community Reinvestment Act Statement

The CRA Disclosure Statement pertaining to the bank, its operations subsidiaries, and its other affiliates, if applicable, may be obtained on the FFIEC's website at: <https://www.ffiec.gov>.



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## Home Mortgage Disclosure Notice



## **Home Mortgage Disclosure (HMDA) Notice**

The Home Mortgage Disclosure Act (HMDA) data may be obtained on the Consumer Financial Protection Bureau's website at [www.consumerfinance.gov/hmda](http://www.consumerfinance.gov/hmda).