

DEPOSIT ACCOUNT TRUTH-IN-SAVINGS BROCHURE

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

KASASA TUNES: *Kasasa Tunes is a free variable rewards checking account with no minimum balance that rewards accountholders with reimbursements on iTunes, Amazon.com and Google Play purchases and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.*



Purpose & Use Expectation: This account is intended to be the accountholder's primary checking account in which day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and cleared (settled).

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Murphy-Wall State Bank and Trust Company reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over three (3) consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Murphy-Wall State Bank and Trust Company check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Tunes account, any optional add-on products/services associated with this account will also be terminated at the same time.

Kasasa Tunes Qualification Criteria:

To earn your Kasasa Tunes account rewards, you must do the following transactions and activities in your Kasasa Tunes account during each Monthly Qualification Cycle:

- Have at least 18 Visa Check Card purchases post and clear (settle) per qualification cycle*
- Be enrolled in and log into (access) Online Banking at least once during each qualification cycle.**
- Be enrolled in and agree to receive your monthly statement electronically (e-Statements)

Transactions must post and clear (settle to) the account during each Monthly Qualification Cycle and may take one (1) or more Business Days from the date the transaction or activity occurred to post and clear (settle to) the account. "Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.

*The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by Murphy-Wall State Bank and Trust Company as ATM transactions, non-retail payment transactions and purchases made with non-Murphy-Wall State Bank and Trust Company issued debit cards.

**Mobile Banking access does not count toward meeting this requirement. Part of our responsibility to you is to provide account statements for your review. Electronic Statements are available from our Online Banking Service. Accessing Online Banking monthly (at least once in your qualification cycle) to retrieve your statements will assist in fulfilling one of your Kasasa Qualifications. Mobile Banking, does not provide access to monthly statements and currently does not count toward meeting this qualification. However, Mobile Banking does grant the account holder an additional convenient access point to account information.

Bonuses: You will receive a refund of up to an aggregate total of \$5.00 **Sign Up Bonus** (which includes any applicable taxes) for iTunes, Amazon.com or Google Play purchases, made with your Murphy-Wall State Bank and Trust Company Visa Check Card (where your Kasasa Tunes is the primary account) that post and clear (settle to) your account during the first 30 days after your account is opened. Transactions may take one (1) or more Business Days from the date the transaction occurred to post and clear (settle to) the account. This refund will be credited to your account on the last day of the current Statement Cycle in which your aggregate iTunes, Amazon.com, or Google Play purchase threshold of \$5.00 posts and clears (settles to) your account. Any portion of the Sign Up Bonus that is not used within the stated time period will be forfeited.

To obtain the bonus, you must open the account with a minimum opening deposit of \$100.00. Following the minimum opening deposit, there is no minimum balance required to obtain the bonus. However, accounts with balances of \$0.00 on the last day of the current Statement Cycle may result in the account being considered closed whereby no bonus would be granted. Accounts with no transaction activity and a zero dollar (\$0.00) balance at the time the statement is prepared will be considered closed. Accounts must remain open through the second Statement Cycle following the opening deposit to obtain the Sign Up Bonus. Refer to our Fees and Charges for current New Closing Account Fee that may apply if the account is closed within 6 months of opening. Limit one (1) Sign Up Bonus per account per year.

Rewards:

When Kasasa Tunes qualifications are met during a Monthly Qualification Cycle:

(1) **Purchase Refunds:** you will earn up to an aggregate total of \$6.00 (which includes applicable taxes) in refunds for any iTunes, Amazon.com or Google Play purchases. In order to be refunded, iTunes, Amazon.com and Google Play purchases must be made with your Murphy-Wall State Bank and Trust Company's Visa Check Card where your Kasasa Tunes account is the primary account on the card and must post and clear (settle to) your account no more than 30 days after the Monthly Qualification Cycle in which you qualified ends and

(2) **ATM Reimbursements:** you will receive reimbursements up to \$25.00 for nationwide ATM fees incurred during the Monthly Qualification Cycle in which you qualified. ATM receipt must be presented for reimbursement of ATM fees of \$5.00 or higher. If you believe you have not been reimbursed the correct amount of ATM fees, you must contact us within thirty (30) calendar days after the Statement Cycle where the reimbursement was applicable in order to receive a refund. . You may also be required to complete our ATM Fee Reimbursement Adjustment Form. Refer to the ATM Fee Reimbursement Disclosure for more information.

iTunes, Amazon.com, Google Play refunds and the ATM fee reimbursements will be credit (posted) to your account on the last day of the current Statement Cycle (the day your statement is prepared) in which these purchases post and clear (settle to) your account and the ATM fees were incurred. Refunds are not posted at the time fee transaction occurs.

Non-Qualifying Terms: When Kasasa Tunes qualifications are not met, iTunes, Amazon.com, Google Play purchases and ATM fees are not refunded.

Qualification Cycle: Kasasa Qualification must be met each cycle from the Wednesday of the statement cut (the day the statement is prepared) to Tuesday before the next statement cut. Transactions that post on the same day the statement is prepared (cut) are counted in the next qualifying cycle period. Accounts automatically qualify the first qualification cycle which is from the day the account is opened to the day before the statement is cut.

Statement Cycle: "Statement Cycle" means the period of time for which Murphy-Wall State Bank and Trust Company provides a summary of the financial activities and transactions that post and clear (settle to) the accountholder's account. Kasasa Tunes Statements are prepared the third Wednesday of the month.

Reward Administration: iTunes, Amazon.com and Google Play purchases are refunded via a "grant" and "credit" process. On the last day of each Statement Cycle in which you qualify, we establish a refund "grant" of up to \$6.00 for your account. Each "grant" is valid for up to 30 calendar days. All iTunes, Amazon.com and Google Play refunds are "credited" against your account's oldest active "grant." If the account is closed, you will forfeit any refunds grants that have not been credited to your account. Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

Restrictions: Only one Kasasa checking account per customer (Primary TIN) is permitted at this financial institution.

This account is not to be used for commercial purposes.

Enrollment in electronic services may be required to meet some of this account's qualifications. Contact a Customer Service Representative for additional information, details, and enrollment instructions.

Additional Information: Kasasa Tunes is a trademark of Kasasa, Ltd., registered in the U.S.A. iTunes is a registered trademark of Apple, Inc. Amazon.com is a registered trademark of Amazon.com. Google Play is a registered trademark of Google, Inc. Apple Inc., Amazon.com, and Google, Inc. are not participants in or sponsors of this program.

KASASA CASH: Do you Kasasa? Earn interest on a free checking account!



Kasasa Cash is a free, variable rate checking account with no minimum balance that rewards accountholders with interest and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycles.

Purpose & Use Expectation: This account is intended to be the accountholder's primary checking account in which day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and cleared (settled). Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Murphy-Wall State Bank and Trust Company reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over three (3) consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Murphy-Wall State Bank and Trust Company check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa account, any optional add-on products/services associated with this account will also be terminated at the same time.

Interest Rate & Annual Percentage Yield: Refer to your Kasasa Cash Rate and Fee Schedule Disclosure.***

Kasasa Cash Qualification Criteria: To earn the Kasasa bonus and second tier rates as disclosed in the Rate and Fee Schedule, you must do the following transactions and activities in your Kasasa Cash account during each Monthly Qualification Cycle:

- Have at least one third party Direct Deposit or one third party Automatic Payment (Debit) post and clear (settle) per qualification cycle
- Have at least 12 Visa Check Card purchases post and clear (settle) per qualification cycle*
- Be enrolled in and log into (access) Online Banking at least once during each qualification cycle**
- Be enrolled in and agree to receive your monthly statement electronically (e-Statements).

Transactions must post and clear (settle to) the account during each Monthly Qualification Cycle and may take one (1) or more Business Days from the date the transaction or activity occurred to post and clear (settle to) the account. "Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.

*The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by Murphy-Wall State Bank and Trust Company as ATM transactions, non-retail payment transactions and purchases made with non-Murphy-Wall State Bank and Trust Company issued debit cards.

**Mobile banking access does not count toward meeting this qualification. Part of our responsibility to you is to provide account statements for your review. Electronic Statements are available from our Online Banking Service. Accessing Online Banking monthly (at least once in your qualification cycle) to retrieve your statements will assist in fulfilling one of your Kasasa Qualifications. Mobile Banking, does not provide access to monthly statements and currently does not count toward meeting this qualification. However, Mobile Banking does grant the account holder an additional convenient access point to account information.

Rewards: When Kasasa Cash qualifications are met during a Monthly Qualification Cycle:

(1) **BONUS RATE and SECOND TIER Rate Information:** Refer to the Rate and Fee Schedule and RATE CHART*** for BONUS RATE and SECOND TIER RATE information, as well as,

(2) **ATM Reimbursements:** you will receive reimbursements up to \$25.00 for nationwide ATM fees incurred during the Monthly Qualification Cycle in which you qualified. ATM receipt must be presented for reimbursement of ATM fees of

\$5.00 or higher. If you believe you have not been reimbursed the correct amount of ATM fees, you must contact us within thirty (30) calendar days after the Statement Cycle where the reimbursement was applicable in order to receive a refund. You may also be required to complete our ATM Fee Reimbursement Adjustment Form. Refer to the ATM Fee Reimbursement Disclosure for more information.

Interest and the ATM fee reimbursements will be credited (posted) to your account on the last day of the current Statement Cycle (the day the statement is prepared) in which these purchases post and clear (settle to) your account and the ATM fees were incurred. Refunds are not posted at the time fee transaction occurs.

Non-Qualifying Terms:

If monthly qualifications are not met, we will pay not less than the minimum or BASE rate on the entire balance in your account. If monthly qualifications are not met, ATM fees will not be refunded.

Reward Administration: Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

Restrictions: Only one Kasasa Cash account per customer (Primary TIN) is permitted at this financial institution.

This account is not to be used for commercial purposes.

Enrollment in electronic services may be required to meet some of this account's qualifications. Contact a Customer Service Representative for additional information, details, and enrollment instructions.

Rate and Fee Schedule Disclosure: ***You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations.

Additional Information: Kasasa Cash is a trademark of Kasasa, Ltd., registered in the U.S.A.

KASASA CASH BACK: *Kasasa Cash Back is a free variable rewards checking account with no minimum balance that rewards accountholders with cash back on their Murphy-Wall State Bank and Trust Company Visa Check Card purchases and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.*



Purpose & Use Expectation: This account is intended to be the accountholder's primary checking account in which day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and cleared (settled).

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Murphy-Wall State Bank and Trust Company reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a

different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over three (3) consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Murphy-Wall State Bank and Trust Company check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products/services associated with this account will also be terminated at the same time.

Kasasa Cash Back Qualification Criteria:

To earn your Kasasa Cash Back account rewards, you must do the following transactions and activities in your Kasasa Cash Back account during each Monthly Qualification Cycle:

- Have at least 18 Visa Check Card purchases post and clear (settle) per qualification cycle.*
- Be enrolled in and log into (access) Online Banking at least once during each qualification cycle.**
- Be enrolled in and agree to receive your monthly statement electronically (e-Statements).

Transactions must post and clear (settle to) the account during each Monthly Qualification Cycle and may take one (1) or more Business Days from the date the transaction or activity occurred to post and clear (settle to) the account. "Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.

*The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by Murphy-Wall State Bank and Trust Company as ATM transactions, non-retail payment transactions and purchases made with non-Murphy-Wall State Bank and Trust Company issued debit cards.

**Mobile banking access does not count toward meeting this qualification. Part of our responsibility to you is to provide account statements for your review. Electronic Statements are available from our Online Banking Service. Accessing Online Banking monthly (at least once in your qualification cycle) to retrieve your statements will assist in fulfilling one of your Kasasa Qualifications. Mobile Banking, does not provide access to monthly statements and currently does not count toward meeting this qualification. However, Mobile Banking does grant the account holder an additional convenient access point to account information.

Rewards:

When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle:

(1) **Cash Back:** You will receive 2.00% cash back on up to a total of \$300.00 debit card purchases that post and settle to the account during that cycle period up to a maximum cash back earned of \$6.00 per Monthly Qualification Cycle, as well as

(2) **ATM Reimbursements:** you will receive reimbursements up to \$25.00 for nationwide ATM fees incurred during the Monthly Qualification Cycle in which you qualified. ATM receipt must be presented for reimbursement of ATM fees of \$5.00 or higher. If you believe you have not been reimbursed the correct amount of ATM fees, you must contact us within thirty (30) calendar days after the Statement Cycle where the reimbursement was applicable in order to

receive a refund. You may also be required to complete our ATM Fee Reimbursement Adjustment Form. Refer to the ATM Fee Reimbursement Disclosure for more information.

Cash back payments and the ATM fee reimbursements will be credit (posted) to your account on the last day of the current Statement Cycle (the day your statement is prepared) in which these purchases post and clear (settle to) your account and the ATM fees were incurred. Refunds are not posted at the time fee transaction occurs.

Non-Qualifying Terms: When Kasasa Cash Back qualifications are not met, you will not receive cash back on debit card purchases and ATM fees are not refunded.

Qualification Cycle: Kasasa Qualification must be met each from the Wednesday of the statement cut (the day the statement is prepared) to Tuesday before the next statement cut. Transactions that post on the same day the statement is prepared (cut) are counted in the next qualifying cycle period. Accounts automatically qualify the first qualification cycle which is from the day the account is opened to the day before the statement is cut.

Statement Cycle: "Statement Cycle" means the period of time for which Murphy-Wall State Bank and Trust Company provides a summary of the financial activities and transactions that post and clear (settle to) the accountholder's account. Kasasa Cash Back Statements are prepared the third Wednesday of the month.

Reward Administration: Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

Restrictions: Only one Kasasa checking account per customer (Primary TIN) is permitted at this financial institution.

This account is not to be used for commercial purposes.

Enrollment in electronic services may be required to meet some of this account's qualifications. Contact a Customer Service Representative for additional information, details, and enrollment instructions.

Additional Information: Kasasa Cash Bank is a trademark of Kasasa, Ltd., registered in the U.S.A.

KASASA SAVER: By pairing KASASA Saver with KASASA Cash or KASASA Cash Back you can save even more!



Kasasa Saver is a free, variable rate, deposit account with no minimum balance that rewards accountholders with interest when they meet the minimum qualifications associated with their linked Kasasa Cash or Kasasa Cash Back checking account during each Monthly Qualification Cycle.

Please refer to both this AND the corresponding Kasasa Cash or Kasasa Cash Back Truth In Savings disclosures to ensure you have all of the information associated with your accounts.

Purpose & Use Expectation: The Kasasa Cash or Kasasa Cash Back account that is linked to this Kasasa Saver account is intended to be the accountholder's primary checking account in which day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and cleared (settled). Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Murphy-Wall State Bank and Trust Company reserves the right to determine if the Kasasa Cash or Kasasa Cash Back account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over three (3) consecutive Statement Cycles. If the Kasasa Cash or Kasasa Cash Back account is converted, the Kasasa Saver account will be converted to a Statement Savings account. Current rates and terms will be provided on any converted accounts. If the Kasasa Cash or Kasasa Cash Back account is closed, the Kasasa Saver account will be also be closed.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Murphy-Wall State Bank and Trust Company check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products/services associated with this account will also be terminated at the same time.

Interest Rate & Annual Percentage Yield: Refer to your Kasasa Saver Rate and Fee Schedule Disclosure.***

Kasasa Cash or Kasasa Cash Back Qualification Criteria:

Please refer to our Kasasa Cash or Kasasa Cash Back Truth In Savings disclosures for **Qualification Criteria** specific to the type of linked checking account that you currently hold with us.

Interest, Cash Back and ATM fee reimbursements:

- When Kasasa Cash qualifications are met, the interest paid from Kasasa Cash and any ATM fee reimbursements will be credited to your Kasasa Saver on the next business day following the Kasasa Cash end of statement cycle. The corresponding BONUS RATE and SECOND TIER RATE and annual percentage yield (APY) for your Kasasa Cash and Kasasa Saver account when qualifications are met are as described in the Rate and Fee Schedule Disclosure for each account.***

- When Kasasa Cash Back qualifications are met, cash back payments and the ATM fee reimbursements will be credited (posted) to your Kasasa Saver account on the last day of the current Statement Cycle (the day your statement is prepared). The BONUS RATE and SECOND TIER RATE and annual percentage yield (APY) for your Kasasa Saver account when qualifications are met are as described in the Rate and Fee Schedule Disclosure.***

Interest in Kasasa Cash does not compound because it is automatically transferred to the Kasasa Saver account. Automatic transfer may cause an overdraft to your Kasasa Cash account, if the balance is less than the transferred amount when the transfer occurs.

Refunds are not posted at the time fee transaction occurs.

Non-Qualifying Terms:

- When qualifications are not met on your Kasasa Cash account, the interest rate paid on the entire balance of the Kasasa Cash account will be paid at the BASE RATE (refer to Rate and Fee Schedule Disclosure***), the interest rate paid on the entire balance of the Kasasa Saver account will be paid at the BASE RATE (refer to the Rate and Fee Schedule Disclosure***) and ATM fees are not refunded.

- When qualifications are not met on your Kasasa Cash Bank account, the interest rate paid on the entire balance of the Kasasa Saver account will be paid at the BASE RATE (refer to the Rate and Fee Schedule Disclosure***), Cash Back rewards and ATM fees are not refunded.

Qualification Cycle: Kasasa Qualification must be met each from the Wednesday of the statement cut (the day the statement is prepared) to Tuesday before the next statement cut. Transactions that post on the same day the statement is prepared (cut) are counted in the next qualifying cycle period. Accounts automatically qualify the first qualification cycle which is from the day the account is opened to the day before the statement is cut.

Statement Cycle: "Statement Cycle" means the period of time for which Murphy-Wall State Bank and Trust Company provides a summary of the financial activities and transactions that post and clear (settle to) the accountholder's account. Kasasa Cash Back Statements are prepared the third Wednesday of the month.

Reward Administration: Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

Restrictions:

Refer to your Kasasa Saver account Limitations section for transfer and withdrawal limitations.

Only one Kasasa checking account per customer (Primary TIN) is permitted at this financial institution.

This account is not to be used for commercial purposes.

Enrollment in electronic services may be required to meet some of this account's qualifications. Contact a Customer Service Representative for additional information, details, and enrollment instructions.

Rate and Fee Schedule Disclosure:

***You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations.

Additional Information: Kasasa Cash, Kasasa Cash Bank, and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A.

CHAMPION CHECKING ACCOUNT. This account is only available as joint or individual ownership for personal use. Account receives truncated statement. Canceled checks are not returned with the customer's monthly statement.

Limitations: You must deposit \$100.00 to open this account.

Account Fees: A service charge fee of \$6.00 will be imposed every statement cycle.

Account Fee Reductions: (Effective May 28, 2013) The monthly service charge may be reduced or eliminated every statement cycle as follows:

- A reduction of \$1.00 will be applied if the account holder consents to electronic delivery of statements, notices, and disclosures.
- A reduction of \$1.00 will be applied if the account holder makes 12 or more Visa Check Card purchases during the statement cycle. (ATM usage does not count toward the 12 purchases)
- A reduction of \$4.00 will be applied if the average daily balance of the account does not fall below \$500.00 during the statement cycle.

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.

Statement Cycle: The account statement is prepared on the 4th Tuesday of every month.

SENIOR GOLD ACCOUNT: You've worked hard your whole life - you deserve a little something extra. Get an account that recognizes that. Enjoy a checking account with a good rate of return, plus lots of other great benefits. The Senior Gold Checking Account is available to customers who are 55 and better.

• No minimum balance requirement (A minimum balance of \$1,000.00 is required to receive interest.) • Unlimited check writing • Free checks (Senior Check Design) • Visa Check Card Application Fee Waived • No service charge on Cashier's Checks or Notary Service • Bill Pay may be added with no extra monthly fee (Apply on-line at www.murphywall.com). • 3X5 Safe Deposit Box Annual Rent Waived for the first year if box is rented at the time of account opening.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account Daily. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited you will not receive the accrued interest.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,000.00 to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$100.00 to open this account.

Account Fees: A Monthly service charge of \$4.00 will be imposed if the balance in the account falls below \$0.00 (zero dollars) at any time during the statement cycle period.

PLATINUM CLUB ACCOUNT.

This account, for personal use only, provides account features such as Online Banking & Bill Pay, accidental death insurance, discount shopping service, payment card protection service, lost key return service, medical emergency data card, MyIDMatters, savers club book and Sojourns Magazine when you choose to join the CLUB for a monthly fee.

Limitations: You must deposit \$100.00 to open this account.

Account Fees: A monthly maintenance fee will be based on the amount of insurance the account holder chooses to purchase. The amount of the fee will be determined as follows:

Club Fee:	Coverage
\$6.00	\$10,000.00
\$7.00	\$20,000.00
\$8.00	\$30,000.00

Statement Cycle: The account statement is prepared on the 3rd Tuesday of every month.

COMMERCIAL CHECKING ACCOUNT. Regular checking for businesses. Statements are provided at the end of the month unless otherwise requested.

Limitations: You must deposit \$300.00 to open this account.

Account Fees: A service charge fee of \$12.50 will be imposed every statement cycle if the balance in the account falls below \$500.00 any day of the cycle.

Commercial Customers interested in interest bearing accounts are also eligible for Money Market Deposit Accounts and Savings Accounts. Please see a Customer Service Representative for more information.

Commercial Checking customers may choose to add our Corporate Master Card. Application and Credit Approvals are required. Separate Fees Apply. Please see a Customer Service Representative for more information.

ORGANIZATIONAL CHECKING ACCOUNT.

Regular checking for organizations that operate primarily for religious, philanthropic, charitable, education, political, or other similar purposes. Statements are provided at the end of the month unless otherwise requested.

Limitations: There is no minimum balance requirement to open this account.

Account Fees: Organizations will be provided three (3) accounts per entity with waived service charges. Additional accounts will be assessed a monthly service charge of \$3.00.

ESTATE AND TRUST ACCOUNTS.

Additional non-interest bearing accounts are available for Estate and Trust ownership. Please ask a Customer Service Representative for Details.

Limitations: You must deposit \$100.00 to open this account.

Account Fees: \$6.00 will be imposed every statement cycle if the balance in the account falls below \$300.00 any day during the statement cycle. After the 12th check or electronic debit, a \$.10 per item charge is applied. A \$.25 per deposit item charge is assessed after the 20th deposited item each statement cycle.

INTEREST BEARING CHECKING ACCOUNTS (NOW)

Interest Bearing Checking Accounts (NOW "Negotiable Order of Withdrawal" Accounts) are available for personal or consumer purposes as well as for a business purpose, such as a sole proprietorship. The accounts are not available to hold funds in a fiduciary or trust capacity or for non-individual, that is, a corporation, partnership, association, estate, business trust, or other juridical entity. A non-for-profit corporation that is operated primarily for a charitable purpose is, in most cases, eligible for a NOW Account.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account Daily. Interest begins to accrue on the

business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited you will not receive the accrued interest. If this account is used as an IOLTA Trust Account, then Interest (less applicable fees and service charges) will be sent to the Lawyers Trust Fund of Illinois.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$500.00 to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$1,000.00 to open this account.

Account Fees: A service charge fee of \$12.00 will be imposed every statement cycle if the balance in the account falls below \$1,000.00 any day of the cycle.

This account is exempt from the minimum balance requirement during the first statement cycle period. Please consult a Customer Service Representative for Details.

SAVINGS ACCOUNTS

MONEY MARKET DEPOSIT ACCOUNT. For those customers who write a minimum number of checks each month and want to earn a higher rate of interest, the Money Market Deposit Account provides the benefits of both a checking and savings account.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account Daily. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited you will not receive the accrued interest.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,500.00 to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$2,500.00 to open this account. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

Account Fees: A service charge fee of \$12.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle. An excess withdrawal fee of \$10.00 will be charged for each transaction in excess of limitations during a monthly statement cycle.

STATEMENT SAVINGS. A savings account with convenience. Statements are provided quarterly except when combined with an existing checking account statements. Combined statements will be provided monthly unless otherwise requested. Statement savings accounts accept electronic fund transfers and transactions initiated at Automated Teller Machines (ATMs).

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account Daily. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. If the account is closed before interest is credited you will not receive the accrued interest.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$50.00 to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$50.00 to open this account. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

Statement Savings Accounts are not eligible to be the PRIMARY account on a Visa Check Card and may not be used for POS transactions.

Account Fees: A service charge fee of \$10.00 will be imposed quarterly if the balance in the account falls below \$50.00 during that period. An excess withdrawal fee of \$.50 will be charged for each withdrawal in excess of 9 per quarterly period.

Minor Accounts: The minimum balance required to open and the minimum balance requirement service charge fee will be waived for savings accounts opened under the Uniform Transfer to Minors Act or if opened as an individual or joint account in the name of the minor child, until the primary owner obtains the age of 18. The Minor must be the primary owner of the account. Interest will be reported under the minor's name and tax-id number. A tax-id number or Social Security Number must be furnished at the time of the account opening. Minor accounts are subject to Dormant Account Fees, if applicable.

CHRISTMAS CLUB (WITH WITHDRAWAL FEATURE) Club program that allows you to make withdrawals during the Club Period. Statements are provided quarterly unless your account has electronic fund transactions or the account is combined with existing checking account statement(s). If your account receives a direct deposit or has other electronic fund transactions, you will get a monthly account statement from us, unless there are no transactions in a particular month. Combined statements are provided monthly unless otherwise requested.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield will not change for the term of the account. Please consult a Customer Service Representative for information for the current Interest Rate Term. Interest begins to accrue on the business day you deposit noncash items (for example, checks.) Interest will be compounded quarterly and credited to the account quarterly. If the account is closed before interest is credited you will not receive the accrued interest. At the end of the club account period, the funds in the account will be credited to another account or optionally, at the customer's request, dispersed by check.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$5.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$5.00 to open this account. Request for withdrawal must be made in person or by mail. Transfers other than wire transfers, preauthorized transfers to or from another account (same customer) in this institution, transfers initiated by telephone (excluding prearranged telephone transfers), or automated transfers by the institution are not permitted to this account. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer or telephone (including data transmission) agreement, order or instruction by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

This account is not eligible for the Visa Check Card or Internet Banking with Bill Pay.

Should the account balance remain at a \$0.00 balance after 120 days from the date of the last club payout, we will close the account as indicated in our Deposit Account Agreement and Disclosure.

Account Fees: The following fee applies to this account: Christmas Club Withdrawal Fee: \$5.00

BANK AT SCHOOL SAVINGS. Elementary students have the opportunity to learn basic management principles, and practice what they learn at school through an in-school financial institution. The Bank At School Program is administered by the Illinois State Treasurer in partnership with elementary schools and financial institutions, such as Murphy-Wall State Bank And Trust Company.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily during your participation in the Bank At School Program. Upon completion of the program, the interest rate and annual percentage yield will be the then current Statement Savings rates. At that time, you must maintain a minimum balance of \$50.00 in the account each day to obtain the disclosed annual percentage yield. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. If the account is closed before interest is credited you will not receive the accrued interest.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$1.00 to open this account. Presentation of your passbook must be made before a transaction can be initiated to this account. Deposits, made at school on a Bank At School day, of more than \$10.00 should not be made in cash. However, amounts greater than \$10.00 may be made by check or money order. Deposits will be accepted according to the Deposit Account Agreement Disclosure at our banking locations during normal business hours. During your participation in the Bank At School Program, withdrawals or transfers (to another account of the depositor at this institution) may be made in person or by mail to one of our banking facilities (page 51). A withdrawal from this account may be made by telephone, provided that the account is closed and that all funds in the account are made payable to the account owner(s) by a check and mailed to you. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

Account Fees: This account will be exempt from service charges for the period of time that the account owner remains an elementary student participating in the Bank At School Program. Please see our FEES AND CHARGES disclosure; and Indemnity Bond (Lost Passbook or Certificate of Deposit) Fee: \$2.00.

Upon the owner of account's completion of the Eighth (8th) Grade, the account will no longer be eligible to participate in the Murphy-Wall Bank At School Program and the Bank At School Savings Account transfers to a Statement Savings Account. Please refer to the terms and conditions of the Statement Savings Account.

RETIREMENT ACCOUNTS

ROTH IRA. An Individual Retirement Account established with contributions made only from earned income that is already taxed (after-tax dollars). Contributions are not tax deductible. Withdrawals may be made tax-free for certain distribution reasons after a five-year holding period. Earnings on the account are not taxable provided you take them as part of a qualified distribution.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded semi-annually and will be credited to the account semi-annually. If the account is closed before interest is credited you will not receive the accrued interest.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$250.00 to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$250.00 to open this account. Any subsequent deposit made to this account must be a minimum of \$50.00. All ROTH IRA rules regarding eligibility, contributions, and distributions apply to this account.

Account Fees: A service charge fee of \$10.00 will be imposed every statement cycle if the account falls below \$250.00 during the statement cycle.

PERSONAL IRA.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account daily. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

The interest rate and annual percentage yield are included in our Rate Chart. You may obtain a copy of our most current Rate Chart at www.murphywall.com or by request at our banking locations (Refer to Contact Information).

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$50.00 to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$250.00 to open this account. \$50.00 minimum deposits.

Account Fees: A service charge fee of \$5.00 will be imposed every statement cycle for the primary account.

Time Account Information: Your account will mature in 18 months. If you withdraw any of the principal before the maturity date we may impose a penalty of 90 days interest. Traditional IRA Normal and Mandatory (RMDs) Distributions, as defined by the IRS, are not assessed the Early Withdrawal Penalty. We will use the rate in effect on the date of withdrawal. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

CERTIFICATE OF DEPOSIT ACCOUNTS

PERSONAL CERTIFICATE OF DEPOSIT. Choose a term from three months to five years. You can have a fixed interest rate for any term. Interest rates are set on a periodic basis and posted within the bank. Interest earned can be added to your principal, transferred to another Murphy-Wall account or paid to you by check. Deposit minimums may apply to monthly interest payments. There is a substantial penalty for early withdrawal. Ask for a detailed disclosure applicable to your desired term.

FEES AND CHARGES

The following fees may apply to your accounts with us: This disclosure contains information about the terms and fees of accounts that you may have with us. Additional detailed information is available on request

Check printing:	depends on style ordered
Withdrawal/Deposit Booklet (Statement Savings)	depends on style ordered
Stop payment Fee:	\$30.00 (any one (1) item) \$35.00 (multiple concurrent items)
NSF Returned Item Fee: (Insufficient Funds)	\$30.00 (per debit/check)
IAB Returned Item Fee: (Insufficient Available Balance)	\$30.00 (per debit/check)
NSF Paid Item Fee:	\$30.00 (per debit/check)
IAB Paid Item Fee:	\$30.00 (per debit/check)
AOD Paid Item Fee:	\$30.00 (per debit/check)
Maximum Daily Paid/Return Fee:	\$180.00 per day
Continuous Overdraft Fee: (after 10 business days)	\$5.00 per business day
Returned Deposit Item	\$5.00 (per item)
Dormant Account fee:	Deposit accounts are considered Dormant when there has been no customer-initiated activity posted to the account within a period of twelve (12) months. Checking accounts will be charged a Dormant Account Fee of \$5.00 each month after the account is dormant; Savings accounts will be charged a Dormant Account Fee of \$5.00 each quarter after the account is dormant.
New Account Closing (within 6 months of opening)	\$50.00
Reopen Closed Account	\$10.00
Telephone transfer:	\$6.00
CATS (Audio Response) Transfer:	No Charge
Automatic transfer to cover overdraft	\$6.00 (per occurrence)
Automatic transfer to foreign institution	\$6.00 (per occurrence)
Account balancing:	\$25.00 (per hour)/ \$25.00 minimum
Account research:	\$25.00 (per hour)/ \$25.00 minimum (copy fees additional)
Additional Statement Copies	\$2.00
Account activity printout:	\$1.00 (per page)
CATS (Audio Response) FAX Statement (include Area Code at request prompt)	\$1.00 (per page)
Copies:	\$1.00 (per page)
Paid Check/Debit Copies	\$1.00 (per item)
Photocopies:	\$1.00 (per page)
Forwarded Mail fee:	\$2.00 (per item)
Fax transmission:	\$1.00 (per page)
Bill Pay Fee BASE	\$4.99 (per month)
Bill Pay Per Item	\$0.55 (per item after the 5 th item per month)
Coin Counting (Non-Customer)	10% of total amount
Courtesy Personalized Checks/Deposit Tickets:	\$2.00 (includes 9 check/3 deposit)
Cashier's Check Fees:	\$5.00
Wire Transfer Fees:	\$25.00
Foreign Wire Transfer:	\$50.00
Safe Deposit Box Rental (annual):	3X5 \$20.00 5X5 \$25.00 3X10 \$30.00 5X10 \$40.00 10X10 \$55.00
Direct Debit of the annual fee will reduce the rental fee by \$5.00	
Safe Deposit Box Rental Late fee:	\$5.00 (per month)
Lost Safe Deposit Box Key:	\$15.00
Safe Deposit Box Drilling:	Cost
<i>Safe Deposit Boxes are not FDIC Insured</i>	
Notary Service	\$1.00
Visa Check Card Application Fee	\$12.00
Replacement Visa Check Card Fee:	\$5.00
Personalized PIN Fee:	No Charge
ATM Foreign Service Charge	\$1.50
Murphy's Wallet ATM Surcharge	\$2.50
Lost Passbook or Certificate of Deposit Fee (Indemnity Bond):	\$2.00
IRA Closing Fee	\$50.00 (at withdrawal)
IRA Transfer Fee (to another institution or investment firm)	\$50.00
Christmas Club (with Withdrawal feature) Savings	\$5.00 (per withdrawal)
Garnishments:	\$75.00
Levies:	\$75.00
Collection Items Under \$10,000 (Foreign Items may incur additional Exchange Rate):	\$15.00 (per item)
Collection Items \$10,000 and Greater	\$55.00 (per item) (Foreign Items may incur additional Exchange Rate)
Night Deposit Bag (locked) Purchase	\$25.00 (per bag)
Night Deposit Bag (locked) Rental (Overnight - 60 Hrs)	\$25.00 (per bag) Security Deposit
	Security Deposit less Rental Fee of \$15.00 will be refunded upon return of bag and keys in original condition
Night Deposit Bag Key (lost)	Replacement cost
Zipper Bag Purchase	\$5.00 (per bag)

*NOTICE OF EXPIRATION OF THE TEMPORARY FULL FDIC INSURANCE COVERAGE FOR
NONINTEREST-BEARING TRANSACTION ACCOUNTS*

By operation of federal law, beginning January 1, 2013, funds deposited in a noninterest-bearing transaction account (including an Interest on Lawyer Trust Account) no longer will receive unlimited deposit insurance coverage by the Federal Deposit Insurance Corporation (FDIC). Beginning January 1, 2013, all of a depositor's accounts at an insured depository institution, including all noninterest-bearing transaction accounts, will be insured by the FDIC up to the standard maximum deposit insurance amount (\$250,000), for each deposit insurance ownership category. For more information about FDIC insurance coverage of noninterest-bearing transaction accounts, visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

For more information about FDIC insurance coverage on your accounts, visit www.fdic.gov.

YOUR CONSUMER "BILL OF RIGHTS"

The Fair and Accurate Credit Transactions Act (FACT Act) provides a "bill of rights" for consumers' credit records – your right to ask for your credit score...to know when information in your file is used against you...to dispute incomplete or inaccurate information, and to have it corrected...to restricted access to your report (including employers, who must have your explicit permission)...and to seek damages in specific instances. Each of the three credit reporting agencies: Equifax, Experian, and TransUnion may provide you with free access to your report annually. All regions of the country will be covered by September 2005. To learn more about credit scores you may contact:

- www.equifax.com(800) 685-1111
- www.experian.com(888) 397-3742
- www.transunion.com(800) 916-8800

If you are or believe that you might be a victim of identity theft, the FACT Act gives you specific rights:

- You can ask the nationwide credit agencies to place "fraud alerts" in your file.
- You have the right to free copies of the information in your file.
- You can request and obtain documents relating to fraudulent transactions made or accounts opened using your personal information.
- You have the right to obtain information from a debt collector.
- If you believe information in your files is the result of identity theft, you can request that the consumer reporting agency block that information from your file.
- You may prevent business from reporting information about you to consumer reporting agencies if you believe the information is the result of identity theft.

To learn more about dealing with Identity Theft, you may visit these websites:

www.consumer.gov/idtheft

www.ftc.gov/credit

WHAT DOES MURPHY-WALL STATE BANK AND TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

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

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

- Social Security number and Checking account information
- Transaction or loss history and Credit history
- Account balances and income

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

How? All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Murphy-Wall State Bank and Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Murphy-Wall State Bank and Trust Company 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	We don't share
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 nonaffiliates to market to you	No	We don't share

Questions? Call Toll-Free (877) 358-6554 or go to www.murphywall.com

What we do

How does Murphy-Wall State Bank and Trust Company 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 Murphy-Wall State Bank and Trust Company collect my personal information?

We collect your personal information, for example, when you

- apply for a loan or open an account
- deposit money or make a wire transfer
- use your credit or debit card

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Murphy-Wall State Bank and Trust Company has no affiliates*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Murphy-Wall State Bank and Trust Company does not share with nonaffiliates so they can market to you*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Murphy-Wall State Bank and Trust Company doesn't jointly market*

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “you” and “your.” The Financial Institution is referred to as “we,” “our,” and “us.” This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term “Agreement” means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the “Schedule”), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

DATE ACCOUNT OPENED. If you open an account with us after 4:00 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date, and issue date purposes.

DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the “Account”) is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys’ fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

INTEREST. If your Account earns interest, the following information applies **(A) Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding (“Interest Rate”). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. **(B) Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(C) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(D) Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. **(E) Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. **(F) Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

BALANCE METHODS. As used in this Agreement, the “average daily balance” method means “the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of

principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day".

DEPOSIT RULES. The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the checks or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts without prior notice and at any time, for the amount of the returned item, our returned item fee, and any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. **(D) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. **(E) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

WITHDRAWALS RULES. The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in the Account to cover the full amount of the withdrawal. **If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient available funds in sequential order by check number, from the lowest check number to the highest in most cases. However, we reserve the right to post checks in any order we may choose at our sole discretion.** We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection program). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. A service charge may be assessed on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means, that will overdraw the available account balance, regardless of whether we pay or dishonor (return) the item. You agree, immediately upon notice from us, to deposit

funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debt against your account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. **(C) Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay an overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge for each transaction that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. We may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. **(D) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ('NOW'), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(E) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. **(F) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(G) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(H) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then If you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(I) Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us.

Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(J) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(K) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days", "Paid in Full", "Two Signatures Required", "Void over \$100", or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. **(L) Non-Customer Check Cashing Fee.** If a person who is not a customer of ours presents a check drawn against one of your accounts for payment over the counter, we may charge the person a service charge for cashing the check. You agree that if the person refuses to pay the service charge, we may not cash the check and we have no liability to you for refusing to cash the check.

STALE CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

CHECKING ACCOUNTS. If your account is a checking account, the following terms may apply. No interest will be paid on any demand deposit checking account with us. If we offer NOW (interest bearing checking) accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

SAVINGS ACCOUNTS. If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.) **(B) Excess Transactions.** In accordance with federal law, If you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

TIME DEPOSITS. If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(A) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate

in effect for your deposit. **(B) Exceptions.** We may let you withdrawal money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable for your Account, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order against a check or other item payable from your account is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order against a check or other item payable from your account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of : (i) you withdraw the stop payment order, or (ii) the debt entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against and ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. We will require you to provide the date, the amount, and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

INDIVIDUAL ACCOUNTS. An Individual Account is an account in the name of one depositor only. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

MULTIPLE PARTY ACCOUNTS. This section pertains to multiple party accounts:

(A) Joint Account Ownership. An account with two or more Account holders is a joint account. Unless you designate otherwise on the Signature Card, joint Account Holders will be considered joint tenants with right of survivorship.

(1) Joint Tenants With Right Of Survivorship. If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s).

(2) Joint With No Right of Survivorship. If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Each joint Account holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account holder, to make any transaction permitted under the Agreement, including without limitation, to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account holder; to give stop payment orders on any check or item, whether drawn by that Account holder or not; and to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and we

may accept orders and instructions regarding the account from any joint Account Holder. If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

(B) Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee(s). The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. Each trustee may change the beneficiary(ies) under the Account without the consent of other trustee(s) and beneficiary(ies). If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. To the extent permitted under this Agreement, each trustee may withdraw funds from the account. As between trustees, the account is held as a Joint Account With Right of Survivorship. When the last trustee dies, the Account is owned by the named beneficiary or beneficiaries that survive the last trustee. If there is more than one surviving beneficiary, the beneficiaries shall hold the Account in equal shares as Tenants in Common with no right of survivorship. If there is no surviving beneficiary upon the death of the last trustee, account proceeds shall vest in the estate of the last surviving trustee of the account.

(C) P.O.D. Account. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. Each Account Holder may change the P.O.D. payee(s) under the Account without the consent of other Account Holder(s) and/or P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. To the extent permitted under this Agreement, each Account Holder may withdraw funds from the account. As between Account Holder(s), the Account is held as a Joint Account With Right of Survivorship. When the last Account Holder dies, the Account is owned by the P.O.D. payee(s) that survive the last Account Holder. If there is more than one surviving P.O.D. payee, the payees shall hold the Account in equal shares as Tenants in Common with no right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the proceeds shall vest in the estate of the last surviving Account Holder of the Account.

Additional Kasasa Account Information

The Annual Percentage Yield (APY) disclosed on the Kasasa Cash account assumes that interest earned in Kasasa Cash compounds. However, by choosing to have Kasasa Saver linked to Kasasa Cash, you understand that the interest earned in your Kasasa Cash account is automatically transferred into your Kasasa Saver account at the end of the statement cycle and therefore does not remain in your Kasasa Cash account and does not compound. Additionally, you understand that the interest amount earned in the Kasasa Saver account may be less than the interest amount earned in the Kasasa Cash account.

ADDITIONAL ACCOUNT TYPES. This section applies to other deposit account types:

(A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

(B) Uniform Transfer to Minors. If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfer to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in

the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

(C) Representative Payee Accounts. Subject to applicable law, a Representative Payee Account is a type of fiduciary account in which a representative payee (appointed by the Social Security Administration) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. Upon our request, the representative payee will provide sufficient documentation from the Social Security Administration indicating his or her appointment as a representative payee for the Account Holder. We may require additional documentation from the representative payee indicating his or her authority to act on behalf of the Account Holder. The representative payee does not have an ownership interest in funds in the Account. The representative payee does not have a right of survivorship in the Account on the death of the Account Holder. We act only as custodian of the funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the representative payee. The representative payee agrees to indemnify, and hold us harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim the beneficiary, a government entity or by any other party regarding the authority or actions taken by the representative payee in handling or dealing with the Account.

(D) Agency Account. An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

In regards to Illinois statute concerning 755 ILCS 45 Article III:

— Illinois statutes provide an "ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY". This form allows the principal to grant the "attorney-in-fact" a variety of powers, including the power to act with regard to "Financial Institutions Transactions". The statute defines each category of powers listed in the statutory short form power for property, and defines "financial institutions transactions" as: The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.

Agency designations using the Illinois Statutory Short Form Power of Attorney for Property under the state statute may be granted the rights stated on the form presented. Third parties, such as Murphy-Wall State Bank and Trust Company, who rely in good faith on the acts of the agent within the scope of the power may do so without fear of liability to the principal. You agree to notify us in writing of any changes or revocation of the agency designation.

(E) Business Accounts. If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

(F) Fiduciary Accounts. With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

(G) Attorney Client Trust. Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the Lawyers Trust Fund of Illinois, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

(H) Real Estate Broker Client Trust Accounts. Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

(I) Government/Municipal/Public Funds Accounts. This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

FINANCIAL INSTITUTION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsement, guarantees, loans, attachments, garnishments, levies, attorney's' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the Account, and the account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within Thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Ten (10) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Thirty (30) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Sixty (60) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. 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 or receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(B) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It

is your responsibility to notify us of any changes in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

ACCOUNT TERMINATION. You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address at least ten (10) calendar days prior to the date upon which an account will be closed and this Agreement terminated. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. We will consider your Account closed when account balance is at a \$0.00 balance at the time the account statement cycles or when the account has been forced closed by a request from the customer or by the bank due to unpaid service charges or other circumstances in which case, the customer will be notified by written correspondence from an officer of the bank upon the closing of the account. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your Account, we may mail you a Cashier's Check for the applicable remaining Account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Illinois in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

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 to 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.

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

CHEXSYSTEMS (EFUNDS QUALIFILE). You authorize us to request and obtain credit reports about you through ChexSystems for the purpose of considering your application for this account or for any other legitimate business purpose. We may also report the status and/or closure of your Account to ChexSystems. New accounts are subject to verification through ChexSystems and may be declined based in whole or in part on information obtained in a

report from ChexSystems. You have the right under the Fair Credit Reporting Act to know the information contained in your credit file at ChexSystems. If we decline to open an account or otherwise provide deposit services, ChexSystems did not make the decision and is unable to supply specific reasons why the decision was made. You have rights under state and federal laws. Included in these rights are: the right to obtain a free copy of your ChexSystems consumer report, if you make such a request to ChexSystems within 60 days after you receive notice of a declined account or service; the right to dispute the completeness or accuracy of any information contained in such report by notifying ChexSystems directly of your dispute. You may contact ChexSystems by visiting their website at www.consumerdebit.com, by telephone using their Voice Response Unit at 800-428-9623, by mail at ChexSystems, Attention: Consumer Relations, 7805 Hudson Road, Suite 100, Woodbury MN 55125, or by fax at 602-659-2197.

MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

DEPOSIT CORRECTION. In the event that there is an error of three dollars (\$3.00) or less in your deposit with us, you authorize us to credit to your account the amount written by you on your deposit ticket.

FUNDS AVAILABILITY POLICY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS AT MURPHY-WALL STATE BANK AND TRUST COMPANY. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our cut-off hours are as follows:

1:30 PM - ATM located at 105 E Water St, Pinckneyville, IL

4:00 PM – Pinckneyville Facility located at 105 E Water St, Pinckneyville, IL

1:30 PM – ATM located at 105 N Williams St, Murphysboro, IL

4:00 PM – Murphysboro Facility located at 105 N Williams St, Murphysboro, IL

1:30 PM - ATM located at 110 S 4th St Elkhville, IL

4:00 PM – Elkhville Banking Center located at 110 South 4th Street, Elkhville, IL

No Depository - ATM located at 5680 State Rte 154

If you make a deposit before our cut-off hour 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 our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

RESERVATION OF RIGHT TO HOLD. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200.00 of your deposit, however, will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

LONGER DELAYS MAY APPLY. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- 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.

HOLDS ON OTHER FUNDS. If we cash a check for you that is drawn on another financial institution, 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 financial institution, 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.

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 \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 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 \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Murphy-Wall State Bank And Trust Company will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on not later than the eleventh business day after the day of your deposit.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

VISA CHECK CARD

Brief Description: The Visa Check Card is a multi-purpose access card that is linked to a cardholder's checking account. The card may be used like an ATM card at an ATM machine, like a POS card at a point-of-sale terminal, or like a Visa card anywhere Visa is accepted. Murphy-Wall's Visa Check Card is available with photo and signature safety features and a customer selected PIN. Also available with a photo option at no additional cost.

Types of Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point-of-Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- **Daily Limits** - the following limits apply to your Visa Check Card transactions in a 24 hour period (Midnight to Midnight):
 - Combined on-line and off-line ATM cash withdrawals are limited to ninety-nine (99) transactions
 - Combined on-line and off-line Point of Sale purchases are limited to ninety-nine (99) transactions
 - The total **ON-LINE** daily maximum amount is \$1500.00 and can be in any combination of the following:
 - ATM cash withdrawals are limited to a maximum of \$500.00 (if there are sufficient funds in your account)
 - PIN Point of Sale is limited to a maximum of \$1,000.00
 - Signature-based Point of Sale is limited to a maximum of \$1,500.00
 - The total **OFF-LINE** daily maximum amount is \$500.00 and can be in any combination of the following:
 - Off-line ATM cash withdrawals are limited to a maximum of \$100.00
 - Off-line PIN Point of Sale is limited to a maximum of \$100.00
 - Off-line Signature-based Point of Sale is limited to a maximum of \$500.00

Fees and Charges for ATM Transactions:

- There is no charge for ATM withdrawals at machines owned by us.
- There is no charge for ATM deposits at machines owned by us.
- There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
- There is a \$1.50 charge for each ATM balance inquiry at machines we do not own.
- A \$12.00 Application Fee is required for the Visa Check Card but may be waived for Kasasa Cash, Senior Gold, NOW, and Money Market Deposit Accounts.
- We do not charge for any POS transactions.
- Visa Cross Border Assessment (CBA) – Murphy-Wall State Bank and Trust Company will pass on the CBA fee imposed by Visa to our cardholders. Visa charges the financial institution a CBA on all international transactions. If there is no currency conversion (what Visa labels a “single-currency transaction”) the CBA is

0.8% of the transaction; if there is a currency conversion (a "multi-currency transaction") the CBA will be 1% of the transaction. Visa defines an international transaction where the card-issuing financial institution's country is different than the merchant's country. Thus, a transaction over the internet could qualify as an international transaction.

- Kasasa Accounts – ATM Fee Reimbursements – When you use a domestic ATM not owned by us, you may be charged a fee by the ATM operator or network. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. If you meet the qualifications associated with a qualification cycle period for Kasasa Cash or Kasasa Cash with Saver, those ATM fees will be reimbursed up to a maximum of \$25.00 per qualification cycle period. ATM fee reimbursements are posted on the day your statement is prepared. ATM fees of \$4.99 or less will be reimbursed up to a maximum of \$4.99 per individual transaction. ATM fees of \$5.00 and higher will be reimbursed if you write to us at Murphy-Wall State Bank and Trust Company, Attn: Kasasa ATM Fee Adjustment Dept., PO Box 128, Pinckneyville, IL 62274-0128, provide (1) the date of your request, (2) your printed name, (3) the last four digits of your Kasasa account number, (4) your signature as authorization of the request, and (5) you must include your original receipt. Optionally, you may provide this information to us at one of our branches. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after the statement cycle when there imbursement was applicable. If the appropriate information is not provided, a reimbursement will not occur. The collective total of all ATM fees that will be reimbursed for a qualification cycle will not exceed the \$25.00 limit established for each qualification cycle regardless of the amount of adjustment(s) requested. Reimbursement adjustments will occur within 2 weeks of receipt of proper documentation and will be made to your Kasasa Cash or optionally to your Kasasa Saver account depending on the product(s) and the terms and conditions for the account(s) that you have with us. Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account. For further information you may contact us at 618-318-8645.

ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Reporting Lost or Stolen Visa Check Card. If you discover your VISA Check Card(s) and/or PIN has been lost, stolen, or an unauthorized transaction has taken place after business hours, you may call the Hot Card Service Center direct at 1-800-264-4274. Telephoning us is the best way of keeping your possible losses down, then confirm your call with a letter to us.

CUSTOMER ACTIVATED TELEBANK SYSTEM

Brief Description: Murphy-Wall's 24-hour customer service is available seven days a week, 365 days a year. One call gives you access to your Murphy-Wall Checking, Savings, Certificate of Deposit, IRA and Loan accounts. CATS customers have the power to transfer funds and an array of other features that make banking on your own hours that much easier. Call toll-free at (877) 358-6554.

Types of Audio Response Services: You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At present you may use the system to:

- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has settled your account.
- Obtain a fax statement.
- Make a loan payment.
- Perform Loan and Investment Calculations.
- Availability of Access Options is subject to types of accounts held at Murphy-Wall State Bank And Trust Company.

Limitations on Frequency and Amount:

- You are limited to the following number of inquiries, transfers, or withdrawals: Limitations depend on the type of account(s) that you hold at Murphy-Wall State Bank. Refer to your Account Agreement for each type of account accessed. Customers must call and receive their CATS security code from a Murphy-Wall Customer Service Representative toll-free at (877) 358-6554 (Opt 0) before accounts may be accessed.

- There is no limit on the amount of any transfer or withdrawal from the funds in your deposit accounts.

Fees and Charges for Audio Response Transactions:

- There is no fee assessed for transfers made between accounts.
- Fees will be deducted from your primary checking account unless otherwise noted.

MURPHY-WALL ONLINE INTERNET BANKING

Brief Description: Access your accounts with us 24 X 7 through our website at www.murphywall.com .

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID, Password and Security Greeting by accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer funds between Eligible Accounts.
- Obtain balance information on Eligible Accounts.
- Review Transactions on Eligible Accounts.
- Make Loan Payments
- Obtain Copy of Statement.
- Allow export of transaction history to Quicken.
- Availability of Access Options is subject to types of accounts held at Murphy-Wall State Bank and Trust Company. Please refer to our Online Banking Agreement and Disclosure for complete details.

Fees and Charges for Online Service:

- There is no charge for Internet Banking with us.

MURPHY-WALL ELECTRONIC STATEMENTS

Brief Description: Go Green! Have your checking account prepared electronically. We'll notify you when it is ready for you!

Registration is required. A valid email and password is required to access the statement.

Limitations on Frequency and Amount:

- This service does not automatically require customers to enroll in our Online Internet Banking service. E-statement notifications are sent to an email address with a link to access monthly statements.
- Statements are retained for 90 days in the CSleSafe Inbox.
- Adobe Acrobat Reader is required.
- Account holders must agree to keep a valid email address on file with us.

Fees and Charges for Service:

- There is no charge for estatements with us.
- Electing to receive estatements may reduce or eliminate account fees. Review your account disclosure for complete details.

MURPHY-WALL ONLINE BILL PAY

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and Password by accessing the online banking service. You may use the online banking service to perform the following functions:

- Online bill payment
- Availability of Access Options is subject to types of accounts held at Murphy-Wall State Bank and Trust Company. Please refer to our Online Banking Agreement and Disclosure for complete details.

Limitations on Frequency and Amount:

There are limits on the frequency and amount of transfers and bill payments you may make using this service. These limits are subject to change any time at our discretion for security purposes.

If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission)

agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.)

Fees and Charges for Bill Pay:

- 5 bill pay transactions are included at no cost with the Base bill pay service fee. After the 5th bill payment transaction, a \$.55 per item charge will be incurred.
- After the first month, the Base bill pay service fee is \$4.99 per month
- An Inactivity Fee of \$4.99 per month will be billed to all accounts if the account has had no active bill payments for six (6) months or more.
- These charges may apply to your Murphy-Wall Online Bill Pay service:

Returned Item Charge:\$30.00 (per debit/check)

Stop Payments:\$30.00 (any one (1) item)

Applicable fees will be deducted automatically from your Bill Payment account on the last date of the month. Fees are billed in arrears (Charges are applicable for the prior calendar month).

GOVERNMENT DIRECT DEPOSIT

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

Fees and Charges:

- We may charge for preauthorized EFTs depending on the type of account that you hold. Please refer to the Fee Schedule associated with your account.
- We will charge \$30.00 for each stop-payment order for preauthorized transfers.

PAYROLL AND OTHER DIRECT DEPOSITS

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account.

Fees and Charges:

- We may charge for preauthorized EFTs depending on the type of account that you hold. Please refer to the Fee Schedule associated with your account.
- We will charge \$30.00 for each stop-payment order for preauthorized transfers.

RECURRING PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS

Brief Description: The following service may not apply to all accounts. Please verify that your account will accept recurring preauthorized electronic fund transfers.

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account.

Fees and Charges:

- We may charge for preauthorized EFTs depending on the type of account that you hold. Please refer to the Fee Schedule associated with your account.
- We will charge \$30.00 for each stop-payment order for preauthorized transfers.

OTHER EFT TRANSACTIONS. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your

check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

RE-PRESENTED CHECK TRANSACTIONS AND FEES. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

LIABILITY FOR UNAUTHORIZED VISA POINT OF SALE DEBIT CARD TRANSACTIONS. Tell us, **AT ONCE**, if you believe your Visa point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized Visa point of sale debit card transactions that take place on the Visa system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized Visa point of sale debit card transactions. These provisions limiting your liability do not apply to Visa commercial cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

PINless Debit Transaction Notice: Your Visa debit card also allows you to conduct transactions on the STAR® debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

Visa is a registered trademark of Visa International.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

LIABILITY FOR UNAUTHORIZED TRANSFERS. Tell us AT ONCE if you believe your ATM/POS card, or ATM/POS PIN, Audio Response PIN or Internet Banking Access Code and Password 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 two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone uses your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. 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 sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (618) 357-5373, (618) 687-2265 or write to us at Murphy-Wall State Bank and Trust Company, Data Processing/Bookkeeping Dept., PO Box 128 105 E Water St, Pinckneyville, IL 62274-0128. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

ILLEGAL TRANSACTIONS. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

BUSINESS DAYS. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

STOP PAYMENTS ON ATM, POS, OR DEBIT CARD TRANSACTIONS. You may not place a stop payment order on any ATM, POS, or debit card transaction.

DOCUMENTATION.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

Terminal Receipt. You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us toll-free at (877) 358-6554 (Opt 0) to find out whether or not the deposit has been made.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. Telephone us at **toll-free at (877) 358-6554 (Opt 0)** or write us at **Murphy-Wall State Bank And Trust Company, Data Processing/Bookkeeping Dept, PO Box 128 • 105 E Water Street, Pinckneyville, IL 62274-0128** 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 sixty (60) days after we sent you the **FIRST** statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card

transactions, or foreign-initiated transaction, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the Visa logo when it is used as a Visa point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

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

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

PERSONAL IDENTIFICATION NUMBER (PIN). The ATM PIN, POS PIN, or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

NOTICES. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notices to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

ENFORCEMENT. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION OF ATM, POS OR AUDIO RESPONSE SERVICES. You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- You or any authorized user of your ATM PIN or POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN , POS card or PIN, or Audio Response PIN;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

PREAUTHORIZED ELECTRONIC FUND TRANSFERS.

STOP PAYMENT RIGHTS. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call toll-free at (877) 358-6554 (Opt 0) or write us at Murphy-Wall State Bank And Trust Company, Data Processing/Bookkeeping Dept., PO Box 128 • 105 E Water

Street, Pinckneyville, IL 62274-0128 in time for us to receive your request three (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 fourteen (14) days after you call. We will charge you \$30.00 for each stop payment order you give.

NOTICE OF VARYING AMOUNTS. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 TRANSFERS.

If you order us to stop one of these payments three (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.

OTHER PROVISIONS. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ADDITIONAL VISA CHECK CARD PROVISIONS.

ILLEGAL ACTIVITIES. Visa Check Cards may not be used to perform any transaction that is deemed illegal. Any violation of this policy may result in termination of the cardholder agreement.

VISA EXCHANGE RATE - Effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

VISA INTERNATIONAL SERVICE ASSESSMENT (ISA) - Effective April 2008, Murphy-Wall State Bank and Trust Company will pass on the ISA fee imposed by Visa to our cardholders. Visa charges the financial institution an ISA on all international transactions. If there is no currency conversion (what Visa labels a "single-currency transaction") the ISA is 0.8% of the transaction; if there is a currency conversion (a "multi-currency transaction") the ISA will be 1% of the transaction. Visa defines an international transaction where the card-issuing financial institution's country is different than the merchant's country. Thus, a transaction over the internet could qualify as an international transaction.

ADDITIONAL DISCLOSURE INFORMATION

ELECTRONIC DELIVERY OF DISCLOSURE STATEMENTS. The Electronic Fund Transfer Disclosure, Truth in Savings Disclosure, and Annual Privacy Policy Notice are available to you in hard copy or electronic format; however, you consent to electronic delivery of future disclosures if you hold a Kasasa Cash account with us or have otherwise notified us of your choice to receive your statement and notices online. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Upon request, the disclosures will be provided to you in paper format if you send a written request to Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or call us toll-free at (877) 358-6554 (Opt 0) during normal banking hours.

You may withdraw your consent to receive the disclosures electronically. In order to withdraw your consent, you must contact us in writing at Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or call us toll-free at (877) 358-6554 (Opt 0) during normal banking hours.

Your consent applies to the Electronic Fund Transfer Disclosure and the Privacy Policy Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any changes in your e-mail address. To do so, please contact us in writing at Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or call us toll-free at (877) 358-6554 (Opt 0) during normal banking hours. In order to receive the disclosures electronically the following minimum computer hardware and software requirements must be met: IBM compatible or Macintosh personal computer system with Internet

connectivity; available hard disk drive space of at least 50 kb; a computer pointing device, such as a mouse; 128-bit SSL (Secure Socket Layer)-compatible browser, such as Internet Explorer-8.0 or higher, Google Chrome, Safari Version 6, Firefox minimum version 4.0; computer monitor capable of displaying Internet Web pages and graphics with screen resolution of 1024 x 768 pixels; graphical user interface operating system. A minimum Adobe Acrobat Reader or Writer version 6.x is required to properly view statements or other disclosures and notices.

ATM SAFETY TIPS

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your locked car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to the operator of the ATM or to law enforcement officials immediately.

SUBSTITUTE CHECK POLICY DISCLOSURE

Substitute Checks and Your Rights

What is a substitute check?

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

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

What are my rights regarding substitute checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute checks was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Murphy-Wall State Bank and Trust Company, Attn: Bookkeeping Dept, PO Box 128, Pinckneyville, Illinois 62274-0128, (618) 318-8645. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extra ordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and
- Either a copy of the Substitute Check or the following information: the check number, the name of the person to whom you wrote the check, the date the check was written, and the amount of the check.

If your claim is incomplete, we will inform you that the claim is incomplete and identify what information is missing. If you submit a claim orally, a written claim must be submitted by you such that Murphy-Wall State Bank and Trust Company receives it within 10 business days of your oral claim.

ELECTRONIC BANKING SERVICES AGREEMENT AND DISCLOSURE

INTRODUCTION. This Electronic Banking Services Agreement and Disclosure (this “Agreement”) describes your rights and obligations as a user of the Telephone Banking service, Online Banking service, Mobile Banking service or the Bill Payment service (“Services”). It also describes the rights and obligations of Murphy-Wall State Bank & Trust Company (“Financial Institution”). You may use this Service to access your Eligible Accounts. Please read this Agreement carefully. By requesting and using one or more of these Services, you agree to comply with the terms and conditions of this Agreement.

DEFINITIONS. The following definitions apply in this Agreement:

- “**We**”, “**our**,” and “**us**” are used to refer to Murphy-Wall State Bank and Trust Company;
- “**You**” or “**your**” is used to refer to the owner of an account or an authorized representative;
- “**Authorized representative**” is used to refer to a person with authority of any kind with respect to an Eligible account or an Electronic Banking Transaction.
- “**Consumer**” is used to refer to a natural person who owns an Eligible Account with respect to which an Electronic Banking Service is required primarily for personal, family, or household purposes;
- “**Business**” is used to refer to anyone other than a consumer who owns an Eligible Account with respect to which an Electronic Banking Service is required;
- “**CATS**” or “**Customer Activated Telebank System**” refers to our Telephone Banking Service;
- “**Online Banking**” is the Internet-based service providing access to your Eligible Account(s) with us;
- “**Mobile Banking**” is the app designed specifically for smartphones and similar devices.
- “**Bill Payment**” is the online service, Murphy-Wall Online Bill Pay, that enables the scheduling of bill payments using a personal computer or mobile device;
- “**Online account**” means the Eligible Account from which you will be conducting transactions using the Online Banking, Mobile Banking, or Bill Payment services;
- “**Password**” is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sing-on, that establishes your connection to the Online Banking, Mobile Banking, and Bill Payment;

- **"User ID"** is the Financial Institution-generated identification code assigned to you for your connection to the Online Banking, Mobile Banking and Bill Payment (also sometimes or previously referred to as user name or Login ID);
- **"Security PIN"** is the Financial Institution-generated identification code assigned to you for your connection to CATS;
- **"Security Code"** is the code that is provided to you by the bank when you signed our Electronic Banking Agreement.

For customers with signed Electronic Banking Services Agreements that have completed the registration process on or before October 21, 2014, your initial Security Code will be your existing user name (User ID) and the last four (4) digits of your Social Security Number (SSN).

- **"Security Question," "Personal Greeting"** consisting of a **"Security Phrase"** and **"Security Image"** are part of a security process used to improve your online banking security.

If the computer used to access the online banking system is not recognized (remember this device), customers will be required to answer one of the Security Questions that was completed during the registration process.

When accessing Murphy-Wall's Online Banking, the user will be provided the Security Image and Security Phrase that was chosen during the initial registration (or changed by the user thereafter). Customers who do not see their Personalized Greeting, should not proceed with the log-in but should call our customer support staff at 877-358-6554 to report the incident.

- **"Payee"** means anyone, including Murphy-Wall State Bank and Trust Company, that you designate to pay and that we accept as a payee (Bill Payment Service);
- **"PC"** means your personal computer which enables you, with the Internet browsers and ISP, to access your Online Account;
- **"ISP"** refers to your Internet Service Provider; and
- **"Time of day"** references are to Central Standard Time

ELIGIBLE ACCOUNTS. Each Murphy-Wall State Bank and Trust Company product you have with us is called an "Eligible Account". Eligible Accounts include deposit and loan accounts. Not all Eligible Accounts access all features of our Electronic Banking Services.

Your Eligible Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Joint Account Owners have the right to any information or to make any request associated with their account. Please refer to your Deposit Account Agreement and Disclosure for more information. Additionally, each Service will be subject to the following:

- The terms or instructions appearing on a screen or telephonic device when using a Service;
- Murphy-Wall's rules, procedures, and policies applicable to each Eligible Account and Service;
- The rules and regulations of any funds transfer system used in conjunction with a Service; and
- Applicable state and federal laws and regulations.

ACCESS TO ELIGIBLE ACCOUNTS. You authorize Murphy-Wall State Bank and Trust Company to provide access to some or all Eligible Accounts through the Service. For each Eligible Account to which access is provided, you request removal of such access by sending a letter to Murphy-Wall State Bank and Trust Company, Attention: Electronic Banking Services, P O Box 128, Pinckneyville, IL 62274-0128. Depending on the type of Service you have requested, you may access an Eligible Account at the Murphy-Wall website at <http://www.murphywall.com> (called the "Website") or by calling our local or toll-free telephone service to obtain balances, transactions history and other information. To access an Eligible Account or use a Service, you must have a User ID and PASSWORD or SECURITY PIN or PIN and the required hardware and software.

EQUIPMENT. The Customer is solely responsible for their own equipment to access the service including, but not limited to, a telephone, phone service, the PC, Internet access and appropriate browser software. The Financial Institution is not responsible for errors, delays, or inability to access the Service caused by the Customer's equipment. The Financial Institution is not responsible for the cost of upgrading equipment to stay current with the Service nor is the Financial

Institution responsible, under any circumstances, for any damage to the Customer's equipment or the data resident thereon. The Financial Institution is not liable for any direct, indirect, special, or consequential damages resulting from your access to or failure to access an Online Banking, Mobile Banking, or Bill Payment account.

Murphy-Wall State Bank & Trust Company is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC or other electronic device including smart phones using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we, nor any of our service providers, warrant that the Services or the Software App will meet your requirements, operate without interruption or be error-free, and neither we, nor our service providers, shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.

Neither we, nor any of our service providers, assume responsibility for the operation, security, functionality, or availability of any related network, Wireless Device or mobile network which you utilize to access Mobile Banking.

BUSINESS DAYS / HOURS OF OPERATION. Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts through the Service seven days a week, 24 hours a day. A transfer completed through a Service before the transfer cutoff time on a business day will be posted to your Eligible Account the same day. The Service is available 24 hours a day, seven days a week. For the purpose of this Agreement the Bank's business hours are 9:00 a.m. to 4:00 p.m. (Central Standard Time), Monday through Friday. Saturday, Sunday, and legal holidays are not considered Business Days in this Agreement.

At certain times, a Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use one of our Murphy's-Wallet automated teller machines ("ATM"s) or a Murphy-Wall State Bank and Trust Company business location at the addresses listed in CONTACT INFORMATION section of this agreement to obtain information about your Eligible Accounts.

ELECTRONIC MAIL (E-MAIL). If you send us an e-mail message, the Financial Institution will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop payment that is scheduled to occur.

E-mail transmissions outside of the Online Banking site are NOT secure. We advise you not to send us or ask for sensitive information such as account numbers, Passwords, account information, etc. via any general or public e-mail system. If you wish to contact us electronically outside of Online Banking, please use the e-mail service provided at <https://www.murphywall.com>. Use the secure form found on the "Contact Us" link to communicate with us regarding concerns of a confidential nature. Optionally, you may also communicate with us securely within the Online Banking Support section by accessing the Support Center and choosing a form that best suits your request or comment.

TELEPHONE BANKING SERVICE. You may use a telephonic connection to access the Service to obtain such products and services as are then available through the Service as then disclosed on our Website and/or product disclosures. With respect to your Eligible Accounts, this includes obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day.

By using the System, you authorize us to transmit any FAX that you request from the Customer Activated Telebank System (CATS). You hereby authorize us to make any transfer(s) between your accounts that you initiate on CATS. You authorize us to charge your PRIMARY account for any fees associated with your FAX and/or transfer requests. You further acknowledge that we have no responsibility to contact you when the transfer has been made. You understand that it is your responsibility to have sufficient funds available in your account on the transfer date(s) in order for us to make the automatic payment(s). You acknowledge that if sufficient funds are not available in your account to cover the amount of the transfer(s), the automatic payment(s) may not be made. You further acknowledge that the Financial Institution will not be liable for any charges, including but not limited to, any charges related to items returned because of insufficient funds, or for any late charges or additional interest if this authorization is for automatic loan payment(s).

MOBILE BANKING SERVICE (DECEMBER 2014). Murphy-Wall State Bank and Trust Company provides a customized and fast Mobile Banking experience designed specifically for smartphones and devices to allow you access to your eligible accounts with Murphy-Wall State Bank and Trust Company. Murphy-Wall State Bank and Trust Company does not permit your Password or any account information to be stored on your device.

When a new version of the Mobile Banking App is available, you will be notified of the update via an alert in the app store of your device. Simply update, and then you may continue your mobile banking.

We reserve the right to modify the Services at any time. In the event of any modifications you are responsible for making sure that you understand how to use the App as modified. We will not be liable to you for any losses caused by your failure to properly use the Services or your Wireless Device.

The Services and Software are provided "As Is" without warranty of any kind, express or implied including but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness.

You agree to exercise caution when utilizing the Services on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to use in connection with Mobile Banking is accurate, current, and complete and that you have the right to provide such information to us for the purposes of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your personal information (e-mail address, etc.) up to date and accurate. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking, and that you are authorized to download and install the Software App on your Wireless Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e. AT&T, Verizon, etc.) and that this Agreement does not amend or supersede any of those agreement. You understand that those agreement may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed by you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

You agree not to give or make available your Mobile Banking password or other means to access your account to any unauthorized individuals. If you permit other persons to use your Wireless Device and password or other means to access Mobile Banking, you are responsible for any transactions they authorized. If you believe that your password, Wireless Device, or other means to access your account has been lost or stolen, or that someone may attempt to use Mobile Banking without your consent, you must notify us. (See CONTACT INFORMATION and the Electronic Funds Transfers Disclosure provided to you at the time you opened your account with us or signed your Electronic Banking Agreement. The Electronic Banking Agreement is also available on our website at www.murphywall.com.)

If your Wireless Device (Smart Phone) is lost or stolen, you should immediately call us toll free at 877-358-6554 in order to delete the device from the mobile app access. If you later find your mobile device, you can re-enroll the same mobile number.

ONLINE BANKING SERVICE. You may use a Personal Computer ("PC") through an Internet connection to access the Service to obtain such products and services as are then available through the Service as then disclosed at the Website. With respect to your Eligible Accounts, this includes obtaining balance information, transaction history, check images, and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day.

Murphy-Wall State Bank and Trust Company may, from time to time, introduce new Electronic Services. When this happens we will update our Website to include them. By using the Service, you agree to be bound by the terms contained in this Agreement at that time.

You may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds amount your checking accounts and savings accounts. Please refer to the Account Agreement and Disclosure for information regarding restrictions on Savings and Money Market Deposit Accounts.

When you are finished using the Service the "Logoff" button must be used to log out of the Service. If the Customer does not select the "Logoff" button or the System does not detect Customer activity for a period of time, the Customer will be automatically logged off the Service.

BILL PAYMENT SERVICE. The Murphy-Wall State Bank and Trust Company Bill Payment Service, Murphy-Wall Online Bill Pay, allows you to schedule bill payments through our Online Banking Service and/or our Mobile Banking Service. You may use the Online Bill Pay to direct Murphy-Wall State Bank and Trust Company to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account with us.

Depending on the account product that you have with us, you may be charged a fee for the Bill Pay Service. Please refer to the Fees and Charges in your Deposit Account Agreement & Disclosure, Truth-In-Savings Disclosure and Electronic Funds Transfer Agreement & Disclosure.

You can arrange, at your option, for the payment of your current, future and recurring bills from a checking account eligible for FDIC insurance (called the "Bill Payment Account"). All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service.

By furnishing us with the names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us via the Service.

Additional eligible funding accounts may be added. Please allow up to three (3) business days for additional accounts to be added and confirmed for use.

Eligible Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as a Bill Payment Account.

There is no limit to the number of payments that may be authorized. (Account withdrawal limits may apply on certain types of accounts, for example Money Market Deposit Accounts or Savings Accounts – refer to your Account Terms and Conditions) There are limits to the amount of each bill payment and the amount of daily bill payments that may be authorized. Please refer to the Electronic Funds Transfer Agreement and Disclosures. You may pay anyone in the U.S. (including U.S. territories and APO's/AEO's) approved by Murphy-Wall State Bank and Trust Company for payment through the Bill Pay Service. We reserve the right to refuse the designation of a "Payee" for any reason. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. You are solely responsible for any delayed or improperly processed or credited payments to federal, state, local tax agencies or court ordered payments.

Murphy-Wall State Bank and Trust Company may use nonaffiliated third parties acting on our behalf to process Bill Pay payments. Bill Pay third party processors are required to adhere to Murphy-Wall State Bank and Trust Company's strict standards of security and privacy protection.

Single payments will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Murphy-Wall State Bank and Trust Company, is currently 3:00 p.m. CST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments are automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If the frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

For both the single and the recurring payment options, the system will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payment to reach your "Payees".

For all entries using the Services, the time recorded by the Service will be considered the official time of the transaction

You have the right to stop or change any scheduled bill payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Stop payments are not guaranteed. Payees may present payment to their bank before the stop payment has been properly processed. Payments that are in process cannot be canceled or stopped. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. You will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. We may pay any item that is presented following the lapse of any stop payment order. Please refer to your Account Agreement and Disclosure with us for more information regarding stop payments.

We will not be obligated to make a payment unless your Bill Payment Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the scheduled processing date. If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, we may attempt to notify you, but Murphy-Wall State Bank and Trust Company shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will be not affected.

You are solely responsible for controlling the safekeeping of and access to your secure log-in information. If you want to terminate another person's authority to use the Bill Pay service, you must notify us and arrange to change your secure log-in information. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a "Payee" for a bill payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

If Murphy-Wall State Bank and Trust Company does not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges which you reasonably incurred as a result as long as your account was in good standing with the payee prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it before the payment is sent. Except as stated in this Agreement, any stop payment provisions of the agreement otherwise governing your Eligible Account that is applicable to checks will also apply to the Bill Pay Service. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages arising out of the use of the Bill Pay Service.

If you are a business and an authorized representative of your account uses your Bill Payment Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

Bill Payment is intended only for your use as a subscriber for such Service. Any attempt to use Bill Pay to process payments for third parties is prohibited and grounds for termination of your Bill Pay Service.

Joint account holders may use the same account as their funding account for their individual Bill Payment Service. As such, each account holder has the same right of access to account activity such as notifying Murphy-Wall State Bank and Trust Company of suspected loss or fraud or canceling the Bill Payment Service, etc. Each such owner or authorized representative may individually enroll in the Bill Pay Service (each such person is referred to as an "enrolled person"). Each enrolled person needs a unique USER ID and PASSWORD. Each such person will have his/her own payee list payment history.

If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- Enter into this Agreement, as amended from time to time;
- Access each Eligible Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Electronic Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

NO DUTY TO MONITOR PAYMENTS. The financial institution is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We do not have any duty to monitor the payments that are made through the Bill Payment Service. The financial institution will not be liable in any way for damages you incur for any of the following reason:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we've been advised of the change in advance;
- The failure of any payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond the control of the Financial Institution.

ELECTRONIC FUND TRANSFER PROVISIONS FOR CONSUMERS. Please refer to our Electronic Funds Transfer Agreement and Disclosures for more information.

LIABILITY FOR UNAUTHORIZED TRANSFERS. Please refer to our Electronic Funds Transfer Agreement and Disclosures for more information. THE FINANCIAL INSTITUTION CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS, OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. Please refer to our Electronic Funds Transfer Agreement and Disclosures for more information.

SECURITY. You will be given an USER ID and PASSWORD that will give you access to your Eligible Accounts through the Online Banking, Mobile Banking and Bill Pay Services and a SECURITY PIN that will give you access to your Eligible Accounts through the Customer Activated Telebank System. The PASSWORD and PIN can be changed within the Service. We require that you change your password regularly. We are entitled to act on instructions received under your PASSWORD or PIN. For security purposes, it is recommended that you memorize the PASSWORD and/or PIN and do not write it down. You are responsible for keeping your PASSWORD and PIN and Eligible Account information confidential. Never leave your account information within range of others. It is agreed that if the USER ID and PASSWORD or SECURITY PIN is given to someone else, you are authorizing them to act on behalf of yourself, and we may accept any instructions given to make transfers or otherwise use the Service.

If you believe that your USER ID and PASSWORD or PIN may have been stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us at one of the phone numbers listed in the CONTACT INFORMATION section of this Agreement. Murphy-Wall State Bank and Trust Company reserves the right to (1) monitor and/or record all communications and activity related to the Service; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you.) It is agreed that the records of Murphy-Wall State Bank and Trust Company will be final and conclusive as to all questions concerning whether or not the USER ID and PASSWORD or SECURITY PIN was used in connection with a particular transaction. If any unauthorized use of your USER ID and PASSWORD or SECURITY PIN occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

ONLINE BANKING USER ID AND PASSWORD. Each individual who has access to the Online Banking and/or Mobile Banking Service, including each individual named on joint accounts, must designate a PASSWORD to accompany their USER ID. The PASSWORD must be a minimum of eight (8) characters and no longer than 32 characters. The password must be complex (i.e. must contain a number, an upper case letter, a lower case letter, and a special character. The PASSWORD cannot contain any whitespace (spaces are not allowed: including before, in the middle of, or after the password); The PASSWORD characters used in your PASSWORD are case-sensitive, so an "M" is not the same as an "m". "M8rphy-W2ll" is representative of a complex password. The Financial institution will assign each Customer a SECURITY CODE upon receipt of a signed Electronic Banking Agreement. Each Customer is required to set a User ID and PASSWORD the first time the Service is used. You must change this PASSWORD periodically for increased security.

Users will also be required to provide answers to a security questions used during online registration to validate the identity of the customer.

Layered or Multi-Factor Authentication (MFA) is used for compliance with the Federal Financial Institutions Examination Council (FFIEC) guidelines when accessing your account information electronically (i.e. Online Banking). Users will answer Security Questions and be asked to accept a Personal Greeting consisting of a Security Phrase and Security Image. Users have an option to register the computer or to omit the registration if the computer is on a public domain in which case you will be prompted to provide the Security Question Answer at login each time.

A session may be automatically terminated if five (5) minutes have elapsed with no activity. An USER ID will be locked out of the System after 3 failed log in attempts in 24 hours. Should two consecutive lock outs occur simultaneously, you will be required to call a customer representative at one of the phone numbers listed in this Agreement before you will be able to gain access to the System.

Telephone Banking Security PIN. Each individual who has access to the Telephone Banking Service, including each individual named on joint accounts, must designate a SECURITY PIN. The PIN must be four (4) characters. The SECURITY PIN must be numeric in nature. If you choose to use a word instead of numbers, you will need to use the letters that appear on the telephone keys to spell out your password when using the Customer Activated Telebank System. The Financial institution will assign the Customer a temporary SECURITY PIN. The Customer is urged to change the SECURITY PIN the first time the Service is used. The Customer should change this SECURITY CODE or PIN periodically for increased security. The SECURITY PIN may not be the last four digits of the users Social Security Number.

Do not leave your PC unattended while you are in the Online Banking or Bill Payment systems. Do not leave the phone unattended while you are on the Customer Activated Telebank System.

Do not send privileged account information (account number, Password, etc) in any public or general e-mail system.

FINANCIAL INSTITUTION WEBSITE. By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by Murphy-Wall State Bank and Trust Company, which may be used only for authorized purposes. Murphy-Wall State Bank and Trust Company may monitor and audit usage of the System, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on the Website is strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986. To ensure that the highest level of security is used you are required to use the following browser types with 128-bit encryption capability:

- Internet Explorer 8.0 (or greater)
- Google Chrome

- Apple Safari Version 6
- Mozilla Firefox 4.0 (or greater)
- AOL Version 8.0 (or greater)
- To take full advantage of features available with the Website ensure that the screen resolution is set to 1024 x 768 pixels for best performance.
- Java enabled browser
- Cookie enabled browser
- Adobe Acrobat Reader or Writer 10.0 (or greater)

LIABILITY. Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Eligible Accounts and Electronic Banking Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of our other agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Eligible Accounts or Electronic Banking Services through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Electronic Banking Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Electronic Banking Service.

IN NO EVENT WILL WE HAVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant Electronic Banking Service or Eligible Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- Would result in us exceeding any limitation of our intraday net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

GENERAL PROVISIONS

Term and Termination of Service. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions. If you wish to cancel any of your Electronic Banking Services, write to us at Murphy-Wall State Bank and Trust Company, Attention: Electronic Banking Services, PO Box 128, Pinckneyville, IL 62274-0128. You will be responsible for any Bill Payment charges through the end of the Bill Payment billing period.

If you have a Service and do not access the Customer Activated Telebank, Online Internet Banking or Mobile Banking Service or schedule or process a payment via the Bill Payment Service for any six (6) month period, Murphy-Wall State Bank and Trust Company may impose an inactivity fee or terminate your Service.

Additionally, if you close your current Account, you must notify us and designate a new deposit account that will be your Account within 30 days or Murphy-Wall State Bank and Trust Company may terminate your Bill Payment Service.

If you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing, we may terminate any or all of your Electronic Banking Services.

In the event Murphy-Wall State Bank and Trust Company terminates your service, or in the event that you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE ACCESS TO THE SERVICE IS TERMINATED. If you decide to terminate the Bill Payment Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your Bill Pay Service, either by deleting those payments yourself using the Bill Payment Service or by calling Murphy-Wall State Bank and Trust Company at the numbers listed in the CONTACT INFORMATION in this agreement. This will ensure that future payments made by you will not be duplicated.

Murphy-Wall State Bank and Trust Company also reserves the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted.

Unless otherwise required by applicable law, Murphy-Wall State Bank and Trust Company may terminate this Agreement and/or your access to any Electronic Banking Service through the Service, in whole or in part, at any time with or without cause and without prior written notice.

Access to the Electronic Banking Services through the Service, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Electronic Banking Service by calling one of the phone numbers listed in the CONTACT INFORMATION section of this Agreement.

Termination of the Service will not automatically close your Eligible Accounts.

Changes. Except as otherwise required by law, rule, or regulation, we may change the terms and conditions applicable to the Services of this Agreement from time to time and at any time. We may send any notice to you via e-mail and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. When changes are made we will update this Agreement at the Website and/or by mailing or delivering to the Customer a written notice sent to the customer's last known address in our Account records or e-mail address in which you have authorized to receive such notices and /or disclosures, at least thirty (30) days before the effective date of any such change. Murphy-Wall State Bank and Trust Company does not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of the system or an account or unless a law, rule or regulation requires that it be updated at an earlier time. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement sent, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an Account. Notices mailed or delivered to you as discussed in this paragraph will be considered effective if mailed to the most recent address in our Account records, or e-mail address in which you authorized to receive such notices and/or disclosures. As always, you may choose to accept or decline changes by continuing or discontinuing to use the Service. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account.

Assignment. We may assign our interest in this Agreement to Murphy-Wall State Bank and Trust Company or to any now-existing or future direct or indirect subsidiary of Murphy-Wall State Bank and Trust Company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. You may not transfer or assign your rights or duties under this Agreement.

Notification. Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically.

Disclosure of Information. The circumstances under which we will disclose information about you, your Eligible Accounts, or your Electronic Banking Services is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you (Privacy Policy Disclosure) and in accordance with our policy disclosed at our Website.

Fees and Charges.

- This Financial Institution offers the benefits and convenience of the Online Banking Service and Mobile Banking to you for free.

- There are no fees for accessing the Customer Activated Telebank Service to obtain balance information. A fee is charged if you send a fax transmission of your Account Statement from CATS. Please review our FEES and CHARGES disclosure for current information. When using the fax service, use a long-distance dialing format when entering your fax number.
- The Bill Payment Service is free for the first billing cycle. Thereafter, the Bill Payment Service will be a base fee of \$4.99 per month, which includes five (5) bill payments. All bill payments over five (5) are an additional \$0.55 each. The Bill Payment Service fee is waived for customers who have their Kasasa Cash, Senior Gold, or Platinum Club account as their PRIMARY bill payment account.

An Inactivity Fee of \$4.99 per month will be billed to all accounts if the account has had no active bill payments for six (6) months or more.

Applicable fees will be deducted automatically from your Bill Payment account on the last date of the month. Fees are billed in arrears. *For Example: If you sign up for Bill Pay on October 1st, you will not be charged on October 31st since the billing cycle is free. If your account does not receive Free Bill Pay as part of the product and services, you will be billed on November 30th for your use of the Bill Pay Services.*

Other fees may be assessed and billed separately by your Internet and/or telephone service provider.

Miscellaneous Fees and Charges. The fees that have been separately disclosed to you in connection with your Eligible Account(s) will continue to apply to those account(s) and to your Electronic Banking Services.

Payment Account. You are required to designate a deposit account at Murphy-Wall State Bank and Trust Company from which fees for Electronic Banking Service will be debited (your "Payment Account" or "Primary Account"). You authorize us to automatically charge your Payment Account for the fees. If you close your current Payment Account, you must notify us and designate a new deposit account that will be your Payment Account. Additionally, if you close all your Eligible Accounts, you must notify Murphy-Wall State Bank and Trust Company Online Customer Service to cancel your Online Financial Services. Murphy-Wall State Bank and Trust Company shall provide monthly notice of such debit(s) on your monthly statement.

ILLEGAL ACTIVITY. I agree not to use My User ID and PASSWORD or Security PIN in any illegal activity.

AUTHORIZATION TO OBTAIN INFORMATION. You agree that we may obtain and review your credit report from a credit bureau or similar entity.

CONTACT INFORMATION. Contact information is listed for each location at the end of this document and on our website www.murphywall.com.

GOVERNING LAW. The laws of the state of Illinois shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein and agrees to be bound hereby.

INDEMNIFICATION. The Customer, in consideration of being allowed access to the Service, agrees to indemnify and hold Murphy-Wall State Bank and Trust Company harmless for any losses or damages to the Financial institution resulting from the use of the Service, to the extent allowed by applicable law.

Neither we, nor our service providers, are liable for failures to perform our obligations under this Agreement resulting in fire, earthquake, flood or any failure or delay of any transportation, power, computer, or communications system or any other or similar cause beyond our control.

WAIVERS. No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Financial Institution.

ELECTRONIC DELIVERY CONSENT AND AGREEMENT

ELECTRONIC DELIVERY OF BANK (ACCOUNT) STATEMENTS AND NOTICES

Online Electronic Bank Statements and Electronic Notices are provided so that our customers can have an easy and convenient way to receive information regarding their account and to access their periodic statements. Once the Online Banking service or Mobile Banking service is activated, you will be able to access up to a 12-month history of bank statements on your accounts receiving electronic delivery. Additionally, you may print or download your statements and notices at your convenience. You may also receive electronic delivery of your statement without Online Banking or Mobile Banking services. Please see the paragraph titled "CSleSafe Delivery".

CONSENT. For us to make your statements and notices available to you electronically, we need your consent. Please review the information below prior to your agreement. By agreeing to have your Bank Statements and Notices sent electronically, you also agree to notify this financial institution immediately by sending written notice to Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or by faxing us at 618-357-3757 of any change in your e-mail address or any errors or complications relating to your electronic receipt or access of your Account Statements and Notices.

If you elect to receive your Account Statements and Notices through electronic delivery, this financial institution will no longer send you your statements and notices through the mail. If you want to receive your statements and notices electronically and in paper form through the mail, you will be charged a fee for the service of receiving your statements and notices in both electronic and paper form.

Your consent, which will be electronically given to the Financial institution by selecting the "Yes" or "I Agree" or other similar confirmation option, is to authorize this financial institution to forward to you your periodic Account Statements and Notices and any other disclosures that this financial institution might send to you with your Account Statements and Notices, such as Truth in Savings or Electronic Funds Transfer disclosures or other required disclosures relating to your accounts through electronic means.

YOUR RIGHT TO WITHDRAW CONSENT. You must provide this financial institution your request to discontinue this electronic delivery service by sending written notice to Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or by faxing us at 618-357-3757. It will take up to 45 days for this financial institution to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

OBTAINING PAPER COPY. You may contact this financial institution at any time to obtain a paper copy of your account statement or notice. Please review the FEES and CHARGES to determine our current fees for Account Research, Account Activity Printouts, and Additional Statement Copies that may apply.

HARDWARE AND SOFTWARE REQUIREMENTS. In order to receive and view your statements effectively, the following minimum computer hardware and software requirements must be met:

- IBM compatible or Macintosh personal computer system with Internet connectivity;
- 128-bit SSL (Secure Socket Layer)-compatible browser, such as Microsoft Internet Explorer 8.0 or higher; computer monitor capable of displaying Internet Web pages and graphics with resolution of 1024 x 768 pixels;
- Adobe Acrobat Reader 10.0 or higher;
- graphical user interface operating system
- available hard disk drive space of at least 50 kb;
- a computer pointing device, such as a mouse;

Upgrades to some of the requirements, such as Acrobat Reader and an Internet Browser are commonly available at no cost from the vendor's website.

CSIESAFE DELIVERY. Additionally, a service called CSleSafe is used to safely and securely deliver your Account Statements and Notices. CSleSafe will store your statements and notices electronically for 90 days from the date of delivery. You may print or download your statements and notices to retain copies of them.

OTHER REQUIREMENTS. The same terms apply with respect to electronically delivered Account Statements and notices as for those delivered in paper form, and the Deposit Account Agreement and Disclosures that you have previously entered into or received from this financial institution remain in effect.

ELECTRONIC DELIVERY OF DISCLOSURE STATEMENTS. The Electronic Fund Transfer Disclosure, Truth in Savings Disclosure, and Annual Privacy Policy Notice are available to you in hard copy or electronic format; however, you consent to electronic delivery of future disclosures if you agree to receive your statement and notices online. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Upon request, the disclosures will be provided to you in paper format if you send a written request to Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or call us toll-free at (877) 358-6554 (Opt 0) during normal banking hours.

You may withdraw your consent to receive the disclosures electronically. In order to withdraw your consent, you must contact us in writing at Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or call us toll-free at (877) 358-6554 (Opt 0) during normal banking hours.

Your consent applies to the Electronic Fund Transfer Disclosure and the Privacy Policy Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any changes in your e-mail address. To do so, please contact us in writing at Murphy-Wall State Bank and Trust Company, Customer Service Dept, PO Box 128, Pinckneyville, IL 62274-0128, or call us toll-free at (877) 358-6554 (Opt 0) during normal banking hours. In order to receive the disclosures electronically your hardware and software must meet the requirements indicated above.

PRIVACY. Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. CSleSafe is subject to our rules on privacy in relation to your Account Statements. As discussed below, you must utilize your unique Online User ID and Password to access your statements. Notifications sent to your e-mail address will be used in accordance with this financial institution's privacy statement. It will not be sold or otherwise provided to third parties.

SERVICE AVAILABILITY. This financial institution may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you at any time.

SECURITY. We are providing this service through CSleSafe because of its method of maintaining the security of confidential documents.

To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Account Statements and Notices will not be forwarded to you through e-mail. If you receive electronic statements and notices without Internet Banking, You will be notified by e-mail that they are available for you to access via CSleSafe. If you have an Online Banking agreement with us, you will access your statements via this financial institution's website. Should you be unable to access your statements and notices through the Internet, please call us at Toll-Free at (877) 358-6554 (choose Option 0 during normal business hours to reach a live attendant) and we will take other measures to provide copies of your statement and notice to you.

NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE. Because of the Unpredictability of the Internet, we do not guarantee continuous or uninterrupted access to your bank statement and notice through the Internet. However, should you be unable to access your statements and notices, you can call us as indicated above and we will take other measures to provide copies of your statements and notices to you.

LIMIT OF LIABILITY. You agree that in no event will we or our suppliers (or any of our or our supplier's shareholders, members, officers, directors, or employees) be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with your use of our service, even if we have been advised of the possibility that such damage will occur. Further, you agree that neither we nor our suppliers (or any of our or our supplier's shareholders, members, officers, directors, or employees) will be liable for any technical, hardware, or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission,

To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service. You further agree that our liability to you in any case (whether in contract or tort) will not exceed amounts paid to us within the last 90 days (if any) for this service.

NOTICES. If you want to send us a notice in relation to this Consent and Agreement, you must send it by regular mail to the address below. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 28 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

Murphy-Wall State Bank & Trust Company
PO Box 128
Pinckneyville, IL 62274-0128

ARBITRATION. You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of America Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other part. You agree that the arbitration will be conducted in the city in which this financial institution's main office is located and that the judgment on the arbitration award may be enforced by any court having proper jurisdiction.

GOVERNING LAW. You agree that this Consent and Agreement is governed by the laws of the State in which the main office of this financial institution is located, excluding any application of conflicts of law rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which this financial institution's main office is located.

INTERNET CAFÉ SERVICE. Murphy-Wall State Bank & Trust Company provides customers access to the Internet at the Pinckneyville and Murphysboro facilities. This service is free and based upon availability. The Internet Café is provided for the convenience of our customer who wish to log on to their Internet Banking accounts and access their electronic delivery statement and notices. Customers are asked to follow the cyber rules. Those found abusing the café are asked to leave. We do not warrant the service and it may be unavailable or discontinued at any time.

CYBER RULES

- Keep your User IDs and passwords a secret
- Be careful about any information that you send via email. Unless the email is secure do not include non-public information.
- Always LOG OFF from your Internet Banking connection and close your browser window before leaving the café
- Browsing or downloading of material of an illegal or offensive nature is not permitted
- Be respectful of other customers who may be waiting to use the café.
- Limit your activities to sessions of 15 minutes or less
- Be sure to check that you have all of your personal belongings when you leave the café
- Do not tamper with the equipment
- Do not download or install any file or program other than those permitted such as your bank statement, notices, and disclosures.
- Do not eat or drink while using the café
- Children 18 or under must be accompanied by an adult

**These Agreements are binding for all accounts registered for the applicable services
and can be withdrawn by sending a written request as noted above.**

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Murphy-Wall State Bank and Trust Company Member FDIC – Equal Housing Lender

ELKVILLE BANKING CENTER

LOBBY

Mon – Thurs: 9:00am to 4:00pm
Friday: 9:00am to 5:00pm
Saturday: 9:00am to 12:00pm
DRIVE-UP
Mon – Thurs: 8:00am to 4:00pm
Friday: 8:00am to 5:30pm
Saturday: 8:00am to 12:00pm

PINCKNEYVILLE FACILITY

LOBBY

Mon – Thurs: 9:00am to 4:00pm
Friday: 9:00am to 5:00pm
Saturday: 9:00am to 12:00pm
DRIVE-UP
Mon – Thurs: 7:30am to 5:00pm
Friday: 7:30am to 5:30pm
Saturday: 8:00am to 12:00pm
WALK-UP
Mon – Sat: 8:00am to 9:00am

MURPHYSBORO FACILITY

LOBBY

Mon – Thurs: 9:00am to 4:00pm
Friday: 9:00am to 5:00pm
Saturday: 9:00am to 12:00pm
DRIVE-UP
Mon – Thurs: 7:30am to 5:00pm
Friday: 7:30am to 5:30pm
Saturday: 8:00am to 12:00pm

Transactions made after 4:00 pm will be posted on next business day

Elkville Banking Center
110 South 4th Street, PO Box 187
Elkville, IL 62932
TEL: 618-568-1541
FAX: 618-568-1232

Pinckneyville Facility
105 E Water Street, PO Box 128
Pinckneyville, IL 62274-0128
TEL: 618-357-5373
FAX: 618-357-3757

Murphysboro Facility
105 N Williams Street, PO Box 129
Murphysboro, IL 62966-0129
TEL: 618-687-2265 (BANK)
FAX: 618-687-4329

MURPHY'S WALLET ATM LOCATIONS

105 E Water Pinckneyville, IL

Monday – Friday Transactions made after 1:30 pm will be posted on next business day

5680 State Rte 154 Pinckneyville, IL
Rend Lake College Murphy-Wall Pinckneyville Campus
No Depository

105 N Williams Murphysboro, IL

Monday – Friday Transactions made after 1:30 pm will be posted on next business day

110 South 4th Elkville, IL

Monday – Friday Transactions made after 1:30 pm will be posted on next business day

Online Banking & Bill Pay www.murphywall.com

Customer Activated Telebank System Toll-free (877) 358-6554

