



## REGULAR NOW ACCOUNT DISCLOSURE

### DEPOSIT LIMITATIONS

The minimum deposit to open this account is **\$100.00**.  
You may make unlimited deposits into your account each day.

### OTHER TRANSACTION LIMITATIONS

You will not receive a monthly statement with balances of less than \$25.00 and no debit or credit activity.

Big Horn Federal reserves the right to require at least seven days' notice prior to withdrawal or transfer of any funds in the account.

### FEES TO MAINTAIN THIS ACCOUNT

Fee for initial check printing (per 150) . . . . . **\$14.60**  
(The cost for check printing varies depending on the style of the check ordered.)

Fee for **each** Non-Sufficient Funds item that is either returned or paid is **\$15.00** effective May 1<sup>st</sup>, 2000.

Fee for each Stop Payment Order . . . . . **\$10.00**

Fee for Copies of canceled drafts and/or statements . . . . . the first three (3) drafts of statements in any calendar year are free; each additional copy will be charged **\$2.00** per copy.

If you have not made a withdrawal or deposit to your account and we have not been able to contact you for **ONE YEAR**, your account may be classified as **dormant** and could be assessed a monthly fee of **\$5.00**.

Overdraft protection transfer fees from a tied savings account will be assessed on a per item transfer basis at **\$1.00** per overdraft transfer.

### INTEREST FEATURES

#### Interest Computation

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

**Balance to Earn Interest**

You must maintain a minimum balance of **\$1,500.00**, in your account each day to obtain the disclosed annual percentage yield.

You will not earn any daily interest on balances below **\$1,500.00**.

**Interest Accrual**

Interest begins to accrue on the business day you deposit noncash items, such as checks.

**Interest Compounding and Crediting**

Interest is compounded **daily**.

Interest will be credited to your account **monthly**.

**Other Interest Features**

Any rate change (**INCREASE or DECREASE**) will be posted in our lobbies at least 30 days in advance of the noted rate change date.

**IN CASE OF LOST OR STOLEN CHECKS**

The accountholder bears the responsibility to properly maintain control of their unused supply of checks. Lost or stolen checks must be immediately reported to the bank. Negligence on the part of the accountholder could result in a loss to the accountholders deposited funds.

*Except where Big Horn Federal Savings Bank fails to use ordinary care in paying checks or drafts with forged signatures, the depositor shall hold Big Horn Federal harmless for forgeries that cannot be detected by the bank through normal banking procedures, including but not limited to facsimile signatures, desktop publishing or other computer generated or aided signatures, positive pay arrangements where presentment is made through computer modem, checks and drafts truncated at another collecting institution, and situations where Big Horn Federal, consistent with the practice of other banks in the industry, does not scrutinize depositor's signatures.*

**OTHER INFORMATION ABOUT YOUR ACCOUNT**

Big Horn Federal reserves the right to close any account that was fraudulently opened, based upon information received pursuant to this bank's "**Know Your Customer**" policy.

**AUTOMATED CLEARING HOUSE (ACH) DISCLOSURES****Provisional Payment Disclosure**

Credit given by us, (Big Horn Federal) to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice Disclosure**

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

### **Choice of Law Disclosure**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Wyoming.

### **Originators of ACH Transactions**

It shall be the responsibility of the Company that the origination of ACH transactions complies with the laws of the United States. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC.) The originating Company will obtain written authorizations for consumer entries in accordance with ACH Rules and U.S. law and shall retain the original or a microfilm record for two (2) years after termination or revocation of such authorization.

### **OTHER DEPOSIT ACCOUNT PROVISIONS**

You have applied for a NOW Account in Big Horn Federal Savings Bank. By signing the **NEW ACCOUNT FORM** you agree that the account established is subject to and is to be administered in accordance with the rules established by the board of directors for the account classification known as **Regular NOW Accounts**.

You authorize Big Horn Federal to act on your signature(s) contained on the New Account Form and Regular NOW Account Signature Card, without further inquiry in accordance with writing bearing such signature(s).

You authorize Big Horn Federal to supply any endorsement on any check or other instrument tendered for this account unless otherwise prohibited by express statement on the check or other instrument or by law or regulations.

You relieve Big Horn Federal of any liability in connection with the collection of such items which are handled by the bank, without negligence, and you relieve Big Horn Federal of any liability for the acts of your agents, subagents or others or for any casualty.

You agree to make withdrawals consistent with the terms of Big Horn Federal's Funds Availability policy, and any item returned unpaid may be charged back to this account, including expenses incurred and any outside expense incurred relative to this account may be charged to it.

### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

On May 9, 2003, the Department of the Treasury, the Office of Thrift Supervision, along with the other regulatory governmental agencies published final regulations implementing the recently adopted US Patriot Act.

This act was passed by the Congress to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for you 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.

As always, protection of our customer's identity and confidentiality is Big Horn Federal's pledge to you.