

All About Your Business Deposit Accounts

Account Rate Information

These are the accounts you have opened or inquired about. (Indicated by an ☒). Please review this disclosure for further details about these accounts.

☐ **SIMPLY BUSINESS CHECKING ACCOUNT** (does not earn interest)

☐ **NON-PROFIT INTEREST CHECKING ACCOUNT**

- The interest rate for your account is _____% with an annual percentage yield of _____%.

☐ **COMPLETE BUSINESS CHECKING ACCOUNT**

- The earnings credit rate for your account is _____%.

☐ **SAVINGS ACCOUNT**

- The interest rate for your account is _____% with an annual percentage yield of _____%.

☐ **RELATIONSHIP SAVINGS ACCOUNT**

- The interest rate for your account is _____% with an annual percentage yield of _____%.

☐ **HIGH YIELD SAVINGS ACCOUNT**

- **Tier 1** - If your daily balance is less than \$50,000, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is \$50,000 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

☐ **MONEY MARKET SAVINGS or SWEEP ACCOUNT**

- **Tier 1** - If your daily balance is between \$500.00 and \$24,999.99, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is between \$25,000.00 and \$99,999.99, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 3** - If your daily balance is between \$100,000.00 and \$249,999.99, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 4** - If your daily balance is between \$250,000.00 and \$499,999.99, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 5** - If your daily balance is between \$500,000.00 and \$999,999.99, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 6** - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

Annual percentage yields and interest rates are accurate as of _____.

WIRE TRANSFERS

Funds transfers - A funds transfer is a transaction or series of transactions that begin with the originator's payment order, made for the purpose of making a payment to the beneficiary of the order. A funds transfer is complete by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

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

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

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

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment of the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

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

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

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

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

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

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

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

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

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

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

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

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

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

CHECK ITEM STANDARDS

It is the policy of Gate City Bank not to create liability for itself under Check 21 by introducing into the check collection or return process any item on which the necessary elements (name, account numbers, dates, amounts, signatures, endorsements, and the like) are not clearly legible when they are imaged or copied. You may not write or deposit a check that is written in an ink type (i.e., gel ink, pencil, etc.) that does not reproduce clearly when imaged or copied. You may not deposit a check that bears designs, security features, or other elements that prevent the check from being imaged or copied with all the necessary elements being reproduced clearly.

DISCLOSURES REGARDING ELECTRONIC “WHOLESALE CREDIT” TRANSACTIONS

(Subject to Uniform Commercial Code Article 4A)

Provisional Payment (ACH) - Credit given by us 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 of Receipt of Entry – Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

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

FEDERAL RESERVE-CHECKING ACCOUNT RE-CLASSIFICATION

A checking account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

PAYDAY YOUR WAY

Early access to direct deposit funds depends on the timing of the submission of the payment file from the payer. We generally make these funds available on the day the payment file is received, which may be up to 2 days earlier than the scheduled payment date.

ATM Fee (Surcharge) Refunds

Some banks and ATM owners may assess a fee (surcharge) if you decide to use their ATM. The surcharge could happen at any ATM not owned by Gate City Bank. Gate City Bank will refund up to \$250 annually in ATM fees per customer for accounts where the customer is the tax reported owner. ATM fees incurred by any card on the checking account or linked savings account will count toward the tax reported owner's total. Annual is defined as the calendar year, January 1st through December 31st.

Businesses or other entities (i.e. Trusts or Estates) are not eligible for ATM fee (surcharge) refunds.

FUNDS AVAILABILITY for CHECKING* ACCOUNTS

*Regulation CC that sets the Funds Availability guidelines for banks does not apply to Savings, Money Market Savings, or Certificate of Deposit accounts.

YOUR ABILITY TO WITHDRAW FUNDS AT GATE CITY BANK

Our policy is to make funds from Domestic* electronic direct deposits, cash, and your check deposits available to you on the day we receive your deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay withdrawal requests that you have written or authorized.

*International electronic direct deposits may be delayed due to OFAC regulatory review.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

LONGER DELAYS MAY APPLY

In some cases, we will not make all the funds you deposit by check available to you on the day we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the business day of your deposit. However, the first \$275 of your deposits will be available on the first business day after the business day of deposit.

If we are not going to make all the funds from your deposit immediately available, 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 of Funds Availability by the next business day after we receive the deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

HOLDS ON OTHER FUNDS (CHECK CASHING)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds 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.

HOLDS ON OTHER FUNDS (OTHER ACCOUNT)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. Funds in the other account would then not be available for withdrawal until the time periods described elsewhere in this disclosure for the type of check you deposited.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from domestic* electronic direct deposits to your account will be available on the day we receive the deposit.

*International electronic direct deposits may be delayed due to OFAC regulatory review.

Funds from deposits of cash, wire transfers, and the first \$6,725 of the day's total deposits of U.S. Treasury checks, checks drawn on Gate

City Bank (i.e., on-us checks), State and Local Government checks, Cashier's checks, Certified checks, Teller checks, Federal Reserve checks, Federal Home Loan Bank checks and Postal money orders may be available on the first business day after the business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 may be available on the seventh business day after the day of your deposit. Funds for the first \$6,725 of deposited checks not made in person to an employee of Gate City (other than a U. S. Treasury Check), may not be available until the second business day after the receipt of the deposit.

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

ACCOUNT DETAILS

Gate City Bank currently offers Business Checking Accounts, Savings Accounts, and Money Market Savings Accounts for our business customers.

An account that remains at a zero balance will be closed after 30 calendar days.

We reserve the right to, at any time require not less than 7 days' notice in writing before each withdrawal from any savings account as defined by Regulation D.

BUSINESS CHECKING ACCOUNTS

SIMPLY BUSINESS CHECKING ACCOUNT

Balance information - Only \$50 is needed to open this account.

Account does not earn interest

Transaction limitations/fees:

Up to \$10,000 deposited currency and coin per month FREE (only \$1.50 per \$1,000 over \$10,000).

1,000 FREE monthly transaction items, which include each item in a deposit, each account withdrawal, and each item that clears the account during the month. A charge of only \$.25 per transaction item will be applied when over 1,000.

NON-PROFIT INTEREST CHECKING ACCOUNT

A business account designed for non-profit businesses that have 1,000 or fewer transactions items. Transaction items include each item in a deposit, each account withdrawal, and each item that clears the account during the month.

Balance information - Only \$50 is needed to open this account.

Rate information - At our discretion, your interest rate and APY may change at any time.

Compounding and crediting frequency - Interest will be credited and compounded to your account every month.

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

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

Transaction limitations/fees:

Up to \$10,000 deposited currency and coin per month FREE (only \$1.50 per \$1,000 over \$10,000).

1,000 FREE monthly transaction items, which include each item in a deposit, each account withdrawal, and each item that clears the account during the month. A charge of only \$.25 per transaction item will be applied when over 1,000.

COMPLETE BUSINESS CHECKING ACCOUNT

A checking account designed for businesses that conduct more than 1,000 transaction items (which include each item in a deposit, each account withdrawal, and each item that clears the account during the month), deposit more than \$10,000 cash per month, maintain larger balances or have more complex banking needs.

Balance information - Only \$50 is needed to open this account.

Earnings credit - This account features an earnings credit which is applied to reduce or eliminate some of the fees on the account. If the earnings credit exceeds those fees for any period; you will be assessed none of those fees and you will not be paid, carry forward earnings or otherwise receive credit for any excess earnings credit.

Earnings credit calculation - The earnings credit will be calculated by applying the earnings credit rate to the average daily investable

balance in the account for the period. At our discretion, the earnings credit rate may change at any time. The average investable balance is the average daily collected balance reduced by the reserve requirement of 5%.

Transaction limitations/fees:

A monthly maintenance fee of only \$15 will be charged each statement cycle.

Transactions will be charged on a per item basis.

- \$.12 for paper items.
- \$.10 for electronic items.
- \$.06 per item in a deposit.

A currency and coin deposit fee of only \$.50 will be charged per \$1,000 deposited.

Funds usage fee – If you have withdrawn funds faster than we have collected them and, as a result, have a negative average investable balance, you will be charged a fee. The Funds Usage Fee will be calculated by applying an interest rate equivalent to the Prime Rate plus 4% to the average investable balance.

MONEY MARKET SWEEP ACCOUNT

A checking account designed for businesses that have more complex banking needs through the use of sweep services.

Rate Information: The interest rate and APY may change at any time, at our discretion. Interest will be compounded every quarter and credited to your account every quarter.

Balance Information: The minimum to open this account is \$500. A minimum daily balance of \$500 is required to obtain the disclosed annual percentage yield and interest. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Noncash Deposits: Interest begins to accrue on the next business day after the business day of deposit for noncash items (for example, checks).

BUSINESS SAVINGS ACCOUNTS

SAVINGS ACCOUNT

Rate information - The interest rate and annual percentage yield may change at any time, at our discretion. Interest will be compounded every quarter and credited to your account every quarter.

Balance information - Only \$50 is needed to open this account. A minimum daily balance of only \$200 is needed to obtain the disclosed annual percentage yield. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Account fees - A below minimum balance fee of only \$5 will be charged every month if the daily balance falls below \$200.

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

RELATIONSHIP SAVINGS ACCOUNT

Rate information - The interest rate and annual percentage yield may change at any time, at our discretion. Interest will be compounded every quarter and credited to your account every quarter.

Balance information - Only \$50 is needed to open this account. A minimum daily balance of only \$100 is needed to obtain the disclosed annual percentage yield. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Account fees - A below minimum balance fee of \$5 will be charged every month if the daily balance falls below \$100.

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

Distinct features of this account - You must have a Gate City Bank checking account to open this account. If you close your Gate City Bank checking account, this account will be converted to the Savings account.

HIGH YIELD SAVINGS ACCOUNT

Rate Information: The interest rate and annual percentage yield may change at any time, at our discretion. Interest will be compounded

every quarter and credited to your account every quarter.

Balance Information: The minimum deposit to open this account is \$50,000. You must maintain a minimum daily balance of \$50,000 to obtain the higher disclosed annual percentage yield. If the balance falls below \$50,000 the disclosed annual percentage yield will adjust to the lower yield. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Noncash Deposits: Interest begins to accrue on the next business day after the business day of deposit for noncash items (for example, checks).

MONEY MARKET SAVINGS ACCOUNT

Rate Information: The interest rate and annual percentage yield may change at any time, at our discretion. Interest will be compounded every quarter and credited to your account every quarter.

Balance Information: The minimum to open this account is \$500. A minimum daily balance of \$500 is required to obtain the disclosed annual percentage yield and interest. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Account Fees: A monthly fee of \$10 will be charged every statement cycle if the daily balance in the account falls below \$500 any day of the cycle.

Accrual of Interest on Noncash Deposits: Interest begins to accrue on the next business day after the business day of deposit for noncash items (for example, checks).

BUSINESS DEBIT CARDS AGREEMENT

Liability- By signing the Signature Card, you agree that the Company will be liable for all fees and charges to the Company's Account. You also agree that Gate City Bank may rely on any action taken by the listed cardholders until such cardholder's authorization has been revoked by the Company and Gate City Bank has been notified. Gate City Bank shall have a reasonable time to process any such notice of revocation.

Business Debit Card Services - There are no limits on the number of cards per checking account. **An authorized individual that has "All Powers" or the ability to "Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit" as indicated on the Resolution of Authority may order Business Debit Card(s) for themselves or for employees, agents, or representatives of the business. To order a Business Debit Card for an individual that does not have "All Powers" or the ability to "Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit," the company must complete the Business Debit Card Order Addendum. The business name and the name of the employee, agent, or representative designated as an authorized cardholder will appear on the card. Each cardholder will receive a unique card number and will select a personal identification number (PIN). A daily dollar limit per card will be discussed and agreed to at the time of card order.**

Each cardholder may make unlimited cash withdrawals and purchases using their Debit Card, provided they do not exceed the daily dollar limits per card, which were disclosed separately.

The card and the Personal Identification Number (PIN) may be used, within the daily dollar limits disclosed separately, to: (1) Withdraw cash or transfer funds at any Gate City Bank owned ATM from any account linked to the card; (2) Withdraw cash or transfer funds at any ATM from the primary checking and primary savings account linked to the card; (3) Pay for Point-of-Sale (POS) purchases from the primary checking account at places that have agreed to accept Mastercard Debit (PIN not required).

A Savings Account or Money Market Savings account may be linked to the card provided the card is also linked to a primary checking account.

Liability for Unauthorized Transfers - Tell us **AT ONCE** if you believe your card and/or PIN has been lost or stolen or you believe a transfer has been made using the information from your check without your permission. Contacting us by phone 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 business days, you can lose no more than \$50 if someone used your Business Debit Card without your permission. For Point-of-Sale (POS) transactions, your liability is \$0. If you do not tell us within two business days after you learn of the loss or theft of your Business Debit Card and/or code, and we can prove we could have stopped someone from using your Business Debit Card and/or code without your permission if you had told us, you can lose as much as \$500. For Point-of-Sale (POS) transactions, your liability is \$0. The zero liability limits are provided under the following conditions: your account is in good standing, you have exercised reasonable care in safeguarding your card, and you have not reported two or more unauthorized events in the past 12 months. If you believe your Business Debit Card and/or code has been lost or stolen call us at the telephone number listed in this disclosure.

REQUESTS FOR TWO SIGNATURES REQUIRED

Gate City Bank does not allow two signatures required requests. A business may choose to print checks with two signature lines and two signatures required above the signature lines to alert merchants. A company should establish internal controls to verify in clearing checks and other debit transactions to ensure appropriate signatures have been obtained.

Gate City Bank 24-Hour Banking
(701) 293-2400 or (800) 423-3344
GateCity.Bank/Contact

Member FDIC
DCS-076
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Important Information About Account-Opening Procedures

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

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



Member FDIC
GC-5031 (R 2/23)