



FARMERS & MERCHANTS BANK  
41 S First Street, Miamisburg, OH 45342

## CONSUMER TIME DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

**TERMS.** In this agreement 'you,' 'your,' and 'yours' mean Depositor individually (and jointly and severally if there is more than one). 'We,' 'our,' 'ours,' and 'us,' mean FARMERS & MERCHANTS BANK. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. 'Item' is any check, draft, or order for the payment of money, oral or written, in electronic or other form. 'Such as' means the terms that follow are merely examples and not intended to limit the possibilities. 'This agreement' means this document and any of the following, periodically amended, that we give you: disclosures; such as Truth in Savings; fee schedule(s); the signature card; a certificate or confirmation of deposit; and any agreement for banking services connected with this account.

**BINDING AGREEMENT.** You have read this agreement and understand it is binding between you and us for a time deposit account ('the account').

**MULTIPLE OWNERS.** If there are multiple owners, each owner may do anything permitted with the account, such as: endorse items for deposit or collection, even if payable to another owner; pledge it as collateral for any obligation; move funds by check or other means; close it; authorize others to conduct transactions on it; and give instructions for transfers, stop payments, and all other matters relating to it. (No owner may cancel a stop payment entered by another owner.) Each owner appoints each other owner as attorney-in-fact to endorse and cash items. Any notice sent to one owner is effective for all. You guarantee the signature of each owner. You will be responsible for any liability, such as an overdraft, a fee, or a refund to the government of a direct deposit, even though caused by another owner. Unless noted otherwise on the signature card, the account is owned jointly with right of survivorship and not as tenants in common. If one owner dies, we treat the survivor(s) as owner(s) of the full balance. If noted on the signature card that ownership is as tenants in common or without survivorship, we treat the survivor(s) and personal representative of the deceased as owners. Their shares will be equal unless agreed otherwise in writing. Only a married couple may own the account as tenants by the entirety, and only if noted on the signature card. If one spouse dies, we treat the survivor as the sole owner. If the couple divorces, we treat them as owners jointly with right of survivorship. You will notify us immediately after learning of the death or declaration of incompetence of any co-owner.

**SIGNATURES TO COME.** If you have asked us to create the account for multiple owners or authorized signers, we may limit your use of the account until all have signed.

**'IN TRUST FOR' TERMS.** If the account is noted on the signature card as 'ITF' or 'in trust for,' you agree that at your death (or, if more than one owner, at the death of the last survivor) ownership passes to the designated beneficiary/beneficiaries. You have not given us notice of the existence nor terms of a legal and valid trust other than the 'in trust for' description on the signature card.

**P.O.D. TERMS.** If the account is noted on the signature card as 'P.O.D.' or 'pay-on-death,' you agree that at your death (or, if more than one owner, at the death of the last survivor) ownership passes to the designated pay-on-death beneficiary/beneficiaries. No beneficiary will have any rights in the account until all owners have died. If an owner pledges the account as collateral for an obligation, the pledge prevails over any rights of any beneficiary. If more than one beneficiary is designated they shall share equally unless otherwise noted on the account. If a beneficiary predeceases the account owner, his or her interest shall immediately terminate and the percentage share of the surviving beneficiaries shall be increased on a pro rata basis.

**UTMA ACCOUNTS.** If the account is noted on the signature card as established under the Uniform Transfers to Minors Act (UTMA), you understand there can be only one custodian and one minor per account. No other parties are permitted. Your responsibility to us under this agreement will not be limited to the amount in the account.

**DATE OF ISSUE.** You understand that if the account is opened after , its date of issue will be the next business day.

**EARLY WITHDRAWAL PENALTY.** We do not have to permit early withdrawals. For each one, we can charge a penalty calculated as follows: If there is enough accrued interest to cover the penalty, we deduct the penalty from it. If not, we deduct the remainder of the penalty from principal. If a variable-rate account, we calculate the penalty using the interest rate applicable at withdrawal. If an Individual Retirement Account, the early withdrawal penalty will be added to any penalty imposed under the Individual Retirement Account (IRA) Disclosure Statement. You understand the law requires us to charge at least seven days' simple interest on any amount withdrawn (a) within the first six days after the account is opened, or (b) within six days after a partial early withdrawal.

**SEVERABILITY.** If the courts determine that any part of this agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

**LAW, JURISDICTION, AND VENUE.** The laws of Ohio govern this agreement. The courts of that state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this agreement.

**WAIVER OF JURY TRIAL.** You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

**WAIVER OF CLASS ACTIONS.** You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

**ARBITRATION.** You or we may require that any controversy or claim relating to this agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

**RENEWALS.** If noted in the Truth in Savings disclosure or signature card as automatically renewing, we will renew the account at each maturity date for the same term. The interest rate will be the one we offer on that renewal date for deposits of the same term and amount. You will have a grace period of 10 days after renewal in which you may withdraw funds without penalty. We can decline to renew at any renewal date by notifying you beforehand.

**CHANGES.** We can change any term of this agreement or any renewal of, or addition to, the account by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it is to take effect. If you use the account after the effective date of a change, that indicates your acceptance of the change.

**ACCOUNT CLOSING.** We can close the account at any time without notice if we reasonably believe it will prevent loss to us or you have violated this agreement. Our rights and your obligations will survive any closing of the account or cancellation of this agreement. You will pay any fees or costs for our closing the account.

**NOTICES.** We can send you communication at the last address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be 'actually received,' determines when communication occurred. You will notify us immediately of any change in name, address, telephone number, or taxpayer identification number.

**NO ASSIGNMENT.** You understand that neither the account nor your rights under this agreement can be assigned in any way without our written permission. Your successors and assigns are bound by this agreement. Any actual or purported assignment of the account is subject to our right of setoff.

**EXPENSES.** You will pay expenses we incur in good faith related to this agreement, such as foreign exchange charges and unreimbursed research and copying fees when someone requires records about your relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, and such fees through trial and all appeals, plus court costs. You also agree to pay any expense that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order which we may be required to respond to regarding your account or your relationship with us.

**INDEMNIFICATION.** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

**NO WAIVER.** Failure to insist on your strict performance of any obligation under this agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance at any time.

**OUR RIGHTS.** Our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

**RECORDING.** You give us permission to record your communications with us. If you authorize someone to do business on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

**SETOFF.** You grant us the right to apply the balance to payment of any debt that any owner of the account owes us, without notice including direct obligations, such as cashed items charged back, promissory notes and agreements (including this one), and indirect obligations, such as guarantees and endorsements. The right of setoff does not apply to this account if it is an IRA or other tax-deferred retirement account. You understand that we can pay items into overdraft, impose overdraft fees, and apply any later deposits (including direct deposits of Social Security or other government benefits) to those overdrafts or overdraft fees.

**LEGAL PROCESS.** If any owner or authorized signer is ever involved in a legal proceeding, such as divorce, garnishment, levy, or attachment, you will not hold us responsible for any damage you suffer from our actions in good faith reliance on any order or other legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

**NO ACTIVITY.** You understand that if you do not generate any transactions for 99999 days, we may charge dormancy fees unless specifically forbidden by law. You understand that if the lack of activity continues for the period set by abandoned property law, we will pay the balance to the state.

**AUTHORITY.** You will not grant anyone authority to conduct business on your behalf until we have reviewed the terms of authorization and have given written acceptance. This includes authority such as power of attorney, bill paying arrangement, or other method. If you have not given us the proposed authorization for advance review, we can, in good faith, honor instructions from the person you authorized. You will not hold us responsible if someone you authorized misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates.

**LAWS, REGULATIONS.** We are subject to extremely detailed laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief it is required by law or regulation. Some laws allow parties to 'contract out' of the law's provisions and establish their own rules. You intend this agreement to do that whenever a term of this agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

**LIABILITY LIMIT.** You will not hold us responsible for loss caused by an event beyond our control, such as war, terrorism, riot, labor trouble, natural disaster, computer problem, loss of electric power, communications, or transport. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. In no circumstances will we be responsible for consequential damages for any action that we take or fail to take in regard to the account.

**DEPOSITED ITEMS.** You understand all deposits are subject to verification and correction. We can accept an item for deposit or collection only, refuse, or return it. In receiving items we are acting only as your agent. We have no responsibility beyond ordinary care. You will not hold us responsible for default or negligence of our correspondents or for loss of items in transit. Each correspondent we use will be liable only for its own negligence. If we give you credit for an item, we can revoke it if the item is not paid. Items deposited by mail will not be considered received until we

actually receive them. You will not hold us responsible for loss of any item until we have received it under this standard. If an item requiring endorsement is deposited without it, you authorize, but do not require, us to supply the missing endorsement. You will reimburse us for loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. We do not have to notify you of any nonrecurring ACH credits or wire transfers to the account. You will not attempt to create a 'substitute check' for deposit into the account without obtaining our express written consent in advance. You will not deposit a check that has ink of a color or type that is not legible when imaged or copied or that has any other features that would prevent it from being imaged or copied clearly and completely.

**FOREIGN ITEMS.** If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit such a deposit until receiving the proceeds in United States currency.

**RETURNED ITEMS.** We can debit the account for the amount of any deposited item that is returned unpaid. We can reprocess the item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned item. You waive presentment, notice of dishonor, and protest.

**CREDIT REPORTS.** You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information.

**INCOMPLETE ITEMS.** If an authorized signer authorizes any item that is not completed, you will not hold us responsible for paying it as completed by anyone unless we actually know it was completed in an unauthorized way.

**DISPUTED AUTHORITY.** If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is finally resolved. We can pay some or all of the balance into court in an interpleader or other action to determine ownership.

**CERTIFICATE.** If evidenced by a certificate of deposit, you will present it each time you request a withdrawal. If it is ever lost, stolen, or destroyed, you will comply with our procedures before requesting a withdrawal or other action.

**OTHER SERVICES.** If you want services from us not covered by this agreement, you will sign an agreement with us for those services.

---

## TRUTH IN SAVINGS INITIAL DISCLOSURE – TIME DEPOSIT

### RATE INFORMATION:

**Single Fixed Rate.** The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate

### COMPOUNDING FREQUENCY.

Interest will not be compounded to your account.

Interest will be compounded to your account \_\_\_\_\_.

### CREDITING FREQUENCY:

Interest will not be credited to your account.

Interest will be credited to your account \_\_\_\_\_.

**EFFECT OF CLOSING AN ACCOUNT.** If you close your account before interest is credited, you will receive the accrued interest.

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

**ACCRUAL OF INTEREST ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS** After the account is opened, you  may  may not make deposits into your account until the maturity date.

### TIME DEPOSIT REQUIREMENTS:

Your account will mature on \_\_\_\_\_.

The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

We will impose a penalty if you withdraw any of the principal before the maturity date.

This account will automatically renew at maturity.

This account will not renew automatically at maturity. If you do not renew the account, your deposit