

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

**Benchmark Bank**  
**461 Beecher Road**  
**Gahanna, OH 43230**  
**(614)269-4400**

### CONSUMER OR IRA 1 YEAR

**Rate information** - The interest rate on this account is 0.000% with an annual percentage yield of 0.00%.

You will be paid this rate until next maturity.

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

**Crediting frequency** - Interest will be credited into this account monthly.

**Time requirements** - Your account will mature on June 14, 2008.

**Early withdrawal penalties (a penalty will be imposed for withdrawals before maturity)** - The penalty will equal six months interest on the amount withdrawn subject to penalty. In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - Your account will automatically renew at maturity. Each renewal term will be the same as the original term, beginning on the maturity date. Unless we tell you otherwise in writing, the interest rate will be the same we offer on new certificate of deposit accounts on the maturity date which have the same term, minimum balance (if any) and other features as the renewed certificate of deposit account. You will have a grace period of ten calendar day(s) after maturity to withdraw the funds without being charged an early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written or telephone notice from you before maturity of your intention not to renew.

**Final maturity** - If your account is not renewed, the funds in your account will be placed in an interest-bearing account.

**Daily balance computation method** - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

**Minimum balance to open** - The minimum balance required to open this account is \$500.00.

**Deposit limitations** - After the account is opened, you may not make any deposits.

**Withdrawal limitations** - You may not make withdrawals of principal from your account before maturity. You can only withdraw credited interest before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting. You can withdraw interest anytime during the term after it is credited to your account.

### NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" means information concerning delinquencies, late payments, insolvency, or any form of default.

This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party

transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking.
- **Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**ATM Card transactions** - types of transactions - You may access your account(s) by ATM at all Benchmark Bank and MoneyPass using your ATM Card and your personal identification number (PIN) to:

- deposit funds to checking or savings
- withdraw cash from checking or savings
- transfer funds from checking to savings
- transfer funds from savings to checking
- get balance information about checking or savings

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

**Debit Card ATM transactions** - types of transactions - You may access your account(s) by ATM using your Debit Card and your personal identification number (PIN) (as applicable) to:

- deposit funds to checking or savings
- withdraw cash from checking or savings
- transfer funds from checking to savings
- transfer funds from savings to checking
- get balance information about checking or savings

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

**Debit Card point-of-sale transactions** - types of transactions - You may access your checking or your money market savings account(s) by debit card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online

- get cash from a participating merchant or financial institution

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

**Benchmark Bank Online Banking** - types of transfers - You may access your accounts by computer at [www.benchmark-bank.com](http://www.benchmark-bank.com) and using your account number(s), personal identification number (PIN) and social security number to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan
- make payments from savings to loan  
(Some payments made by paper check will not be subject to this Electronic Fund Transfer disclosure. See your service agreement for details.)
- get balance information about checking, savings, certificate of deposit, line of credit or loan
- get withdrawal history about checking, savings, certificate of deposit or line of credit
- get deposit history about checking, savings or certificate of deposit
- get transaction history about checking, savings, certificate of deposit, line of credit or loan

**iPay** - types of transfers -

You may access this service by computer at [www.benchmark-bank.com](http://www.benchmark-bank.com) and using your user name and password, account number(s) and Social Security Number.

You may access this service to:

- make payments from your checking account(s) to Authorized payees as approved by the account holder  
(Some payments made by paper check will not be subject to this Electronic Fund Transfer disclosure. See your service agreement for details.)

**Limits and fees** - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

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

## Documentation

**Terminal transfers** - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (614)269-4400 to find out whether or not the deposit has been made.

**Periodic statements** - You will get a monthly account statement from us for your checking and money market savings account(s).

You will get a quarterly account statement from us for your statement savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

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

### **Preauthorized Payments**

**Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer** - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Financial Institution's Liability**

**Liability for failure to make transfers** - If we do not complete 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:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.

- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### **Confidentiality**

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as described in our privacy policy disclosure, provided separately.

### **Unauthorized Transfers**

**(a) Consumer liability.** (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen. 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 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limit on Liability for VISA(R) card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number, which are not processed by VISA, or to commercial cards.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call

or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **Error Resolution Notice**

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

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

Benchmark Bank

461 Beecher Road

Gahanna, OH 43230

BUSINESS DAYS: Monday, Tuesday, Wednesday,  
Thursday, Friday and Saturday

Holidays are not included.

PHONE: (614)269-4400

#### **Notice Of ATM/Night Deposit Facility User Precautions**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You

- might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
  13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
  14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

### COMMON FEATURES

**Limits and fees** - The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Replace ATM card	\$5.00
Cash withdrawal at ATM	
Dollar limit	\$305.00 per day
Replace debit card	\$5.00
Replace PIN	\$1.00
Check printing	Fee depends on style of check ordered
Counter check	\$2.50
Official check	\$5.00
Money order	\$2.50
Overdraft (each overdraft paid)	\$30.00
Overdraft (charge per day after day 2)	\$5.00
Nonsufficient funds (each)	\$30.00
Deposited checks returned unpaid	\$10.00
Redeposited Items	\$10.00
Overdraft protection transfer fee (per transfer)	\$5.00
Interim statement	\$5.00
Account research	\$25.00 per hour

Account balancing assistance	\$25.00 per hour
Copy of statement	\$5.00
Stop payment - all items	\$25.00
Wire transfer (incoming or outgoing)	10.00
Incoming Domestic	\$15.00
Outgoing Domestic	\$10.00
Garnishments	\$25.00
Tax Levy	\$25.00
Dormant account	\$5.00 per month
A checking account is dormant if for one year there has been no deposits or withdrawals	
A savings account is dormant if for two years there has been no deposits or withdrawals	
Dormant account fees do not apply to minor accounts	
Early Account Closing (Within 90 days of opening)	\$20.00