

IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

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

SIMPLE INTEREST CHECKING

Rate information - At our discretion, we may change the interest rates for this account. **Tier 1** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be 0.000% with an annual percentage yield (APY) of 0.00%. **Tier 2** - If your daily balance is \$25,000.00 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.000% with an annual percentage yield (APY) of 0.00%. **Tier 3** - If your daily balance is \$10,000.00 or more, but less than or equal to \$24,999.99, the interest rate paid on the entire balance in your account will be 0.000% with an annual percentage yield (APY) of 0.00%. **Tier 4** - If your daily balance is \$1,000.00 or more, but less than or equal to \$9,999.99, the interest rate paid on the entire balance in your account will be 0.000% with an annual percentage yield (APY) of 0.00%.

The interest rates and annual percentage yields may change at any time.

Compounding frequency - Interest will be compounded monthly.

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

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 no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum balance to open - The minimum balance required to open this account is \$50.00.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$1000.00 in your account each day to obtain the disclosed annual percentage yield.

Deposit limitations - You may make an unlimited number of deposits into 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.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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. 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 we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 p.m. 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 at an ATM after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. 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 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. 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.

Longer Delays May Apply

Case-By-Case Delays - 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 fifth business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, after we receive your deposit, 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 first business day after we receive your deposit.

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

Safeguard Exception Delays - 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 \$5,000 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 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 eleventh business day after the day of your deposit.

Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at Automated Teller Machines (ATMs) will be made available immediately after deposit.

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

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 (and you may have to use a special deposit slip). The excess over \$5,000 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 will not be available until the second business day after the day of your deposit.

The delay for other check deposits depends on the routing number of the check:

Personal Check

_____ 20 _____
Pay to the order of _____ \$ _____ dollars
Bank Name and Location _____
123456789 0000000000 000

Routing Number

Business Check

Name of Company _____ 20 _____
Address, City, State _____
Pay to the order of _____ \$ _____ dollars
Bank Name and Location _____
000000000 123456789 0000000000 000

Routing Number

If the first four digits of the routing number (1234 in the examples above) are 0410, 0412, 0430, 0432, 0433, 0434, 0440, 0441, 0720, 0724, 2410, 2412, 2430, 2432, 2433, 2434, 2440, 2441, 2720, or 2724 then the check is a local check. Otherwise, the check is a nonlocal check. Some checks are marked 'payable through' and have a four- or nine- digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal. Our policy is to make funds from local and nonlocal checks available as follows:

1. Local checks: The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

2. Nonlocal checks: The first \$100 from a deposit of nonlocal checks will be available on the first business day

after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit.

For example, if you deposit a \$700 nonlocal check on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

3. Deposits of both categories of checks. If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the day of your deposit, not \$100 from each category of check.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As an account holder, you may see substitute checks from time to time, such as when you receive your account statement with copies of your checks, when you view your account information online, or when you request a copy of your original check for proof of payment. The following substitute check disclosure provides information about substitute checks and your rights. So you will recognize a substitute check when you receive one, we have also included an illustration of the front side of a substitute check along with an explanation of the substitute check's components.

What is a substitute check?

To make check processing faster, federal law permits 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, bounced 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 day(s) after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar day(s) 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 check 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:

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

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 extraordinary 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
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the amount of the check and the name of the person to whom you wrote the check.

Substitute check image:

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 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 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 lit. 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