



Terms and Conditions Governing Your Deposit Accounts
Effective May 29, 2018
Member FDIC

Important Information About Procedures for Opening a New Account. 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.

Important FDIC Insurance Notice:

Sunflower Bank, N.A. also operates under the following trade names:

- First National 1870, a division of Sunflower Bank, N.A.
- Guardian Mortgage, a division of Sunflower Bank, N.A.

All accounts held within Sunflower Bank, N.A. financial institutions or trade names that it operates under, receive FDIC Insurance coverage as though they are held by Sunflower Bank, N.A.

Please speak with a customer service representative or call (888)-827-5564 should you have questions related to FDIC Insurance coverage for your accounts.

(1) Agreement. This document is referred to on your signature card (the document you sign that specifies account ownership, account type, authorized signers, backup withholding, and other pertinent account information) as "Terms and Conditions." This document (sometimes referred to hereinafter as "Agreement"), along with any other documents we give you pertaining to your deposit account(s), is a legally binding contract that establishes rules which control and govern your deposit accounts with us. Except for the special account types listed below, this Agreement covers all types of deposit accounts offered by us, now or in the future, including demand deposit accounts, money market deposit accounts, and savings accounts. However, because some deposit account types involve special rules, they are not covered by this Agreement; these accounts include IRA Accounts, KEOGH Plans, Sweep Accounts, and Certificates of Deposit. This Agreement also does not cover non-deposit products such as loans, safe deposit boxes, wealth management and trust services, and credit cards.

Please read this Agreement carefully and retain it for future reference. If you sign the signature card, or open or continue to use your account after the effective date printed on the first page and at the bottom right hand corner of this document, you agree to these rules and to be legally bound by the provisions of this Agreement. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement. If you have any questions, please call us.

This Agreement is subject to applicable federal laws, the laws of the state for the branch office in which you opened the deposit account, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

In establishing a deposit account with us, you acknowledge and agree that our relationship is that of debtor and creditor, and that we are in no way acting as a fiduciary for you or for your benefit. We reserve the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce our rights with respect to any other customer or to enforce any of our rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other legal document. Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this Agreement the words "we," "our," and "us" mean Sunflower Bank, N.A., and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this Agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

(2) Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement and the schedule of charges and fees. You authorize us to deduct these charges and fees, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges, fees, or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(3) Deposits. If you elect to have your deposit slips printed by a vendor that has not been approved by us, or you use deposit slip stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation, or you make your deposit slip out in a way (e.g., using a lightly colored ink) that causes critical data to disappear, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use deposit slip stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers. We will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or our employee. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depositories until we actually receive and record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. Our "daily cutoff time" applicable to a particular branch office is posted in the lobby at each such branch location.

At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence. We reserve the right to limit, refuse, or return any deposit. If you fail to endorse an item, which you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government checks, insurance company items, or other special types of checks be personally endorsed by each of the payees. You agree to reimburse us for any loss or expense, including without limitation attorneys' fees and the costs of litigation or other dispute resolution to the extent provided by law, which we incur because you fail to endorse an item exactly as it is drawn.

(4) Withdrawals.

Generally. Unless clearly indicated otherwise on the account records (including but not limited to the signature card for your account), any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated and Stale Checks. A postdated check is one which bears a date later than the date on which the check is written. A stale check is one which bears a date at least six months prior to the date the check is presented for payment. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check unless you have initiated a stop payment order as described in this Agreement. We may pay stale checks unless you have initiated a stop payment order as described in this Agreement. Because we process checks mechanically and through an automated process, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount, and payee of the item.

Checks and Withdrawal Rules. You may not make more than a maximum of six transfers and withdrawals from your savings or money market account to another account of yours or to a third party such as a merchant by means of preauthorized or automatic transfer, by telephone, computer or check, or by point-of-sale purchase during a service fee period. Each monthly service fee period begins on the day after services fees, if any, are calculated and posted to your account and ends on the day your service fees are next calculated and posted. Typically, the service fee period coincides with your statement period, unless you are receiving statements quarterly or do not receive statements on your account. Examples of transactions subject to these limits include checks made payable to others, purchases made at a point-of-sale terminal using your debit or ATM Card, preauthorized electronic payments, bill payments using internet banking, wire transfers, and transfers requested by telephone for overdraft protections. If you repeatedly exceed these limits, we may close your account or convert it to another type of account.

. If you elect to have your checks printed by a vendor that has not been approved by us, or you use check stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation, or you use check stock without security features, or you make your check out in a way (e.g., using a lightly colored ink) that causes critical data to disappear upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified as may be required under applicable law. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy (Federal Reserve Regulation CC) disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the

account balance at the subsequent time will determine whether there are insufficient available funds.

Withdrawals are generally made first from finally collected funds and unless prohibited by law or our written funds availability policy, we reserve the right to refuse to pay any check or other item drawn against uncollected funds, impose a special fee for each such item, or both. We reserve the right to pay the withdrawals you make from your account in any order we determine, regardless of the method you use to make the withdrawal. This includes withdrawals made at an ATM or by computer, point-of-sale purchases, checks, pre-authorized payments or by any other means we make available to you. The order in which you make withdrawals from your account may not be the same as the order in which we post those transactions to your account each business day. For example, a point-of-sale purchase you make on Friday at 7:00 p.m. may be posted after the ATM Withdrawal you make on Saturday morning at 9:00 a.m., and the check you write to pay for a purchase you make may not be presented to us for payment by the merchant until several days later, or in some cases checks you write may be presented and posted the day the check is written.

We sort all withdrawal transactions that may be posted to your account into several groups. We then generally post all electronic withdrawals within each group in the order they were received, which means that to the best of our ability we strive to post items in the order that they are received. Checks will post in serial (check) number order when a serial number is provided, which means those checks with no serial number will post prior to checks with a serial number. We pay transactions in each group in the order in which they are posted, provided you have sufficient available funds. This means that you may incur more overdraft fees than if we used a different posting order. We currently pay items in the following order: ATM withdrawals, point-of-sale purchases, electronic payments, then written checks. We reserve the right to group withdrawal transactions in any manner we determine and to pay each group of transactions in any order we determine.

We may refuse a withdrawal request if the amount of the withdrawal would exceed the amount of funds available for withdrawal in your account even if there are other funds in the account not yet available for withdrawal. We may also refuse a withdrawal if (a) we have received a court order or other legal document that restrains either us or one or more of the owners of the account from removing funds from the account; (b) the withdrawal is not permitted by law; (c) there is a dispute concerning the account; (d) any owner of an account owes us money that is due and payable; (e) any owner has pledged the account to us as security for a loan or has asked us not to permit any withdrawals to be made; or (f) our equipment is malfunctioning.

We may refuse a request to cash a large dollar check or to make a large cash withdrawal if we reasonably believe that complying with such a request presents burdensome cash processing or security issues for us. We may require that you employ an armed security guard or an armored car carrier in order for us to complete your request, and you agree you will do so at your expense. We are not responsible for ensuring your safety should you receive a significant amount of cash at your request.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft: You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ($\$120 - \$80 = \$40$) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($\$120 - \$50 = \$70$). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. When an account is established, you may indicate your desire for more than one authorized signature on a check or other item drawn against the account by designating a specific number of desired signatures on the signature card or in a separate resolution. However, any such designation is solely for your convenience and internal control purposes. In the absence of a specific written agreement to the contrary, we are not required to determine if any check or other item drawn against your account contains the number of desired signatures indicated by any such designation. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the

Electronic Fund Transfers regulation (Federal Reserve Regulation E). In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signature, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit or from any other savings account as defined by Federal Reserve Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(5) Ownership of Account and Beneficiary Designation. These rules apply to accounts owned by individuals, and as specified on the account records (including the signature card(s)). We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. The types of ownership of accounts for individuals include:

- **Individual.** This is an account held in the name of one individual, with that one individual being the only person authorized to transact business on the account.
- **Joint Account - With Survivorship (And Not As Tenants In Common).** This is an account held in the name of two or more individuals. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. In some states, we may offer married individuals the ability to establish a joint account as a "tenancy in the entirety," in which case state law unique and applicable to that particular state governs ownership and survivorship rights.
- **Joint Account - No Survivorship (As Tenants In Common).** This is an account held in the name of two or more individuals. None of you intend (merely by opening this account) to create any right of survivorship in any other person.

Each joint owner of an account may withdraw, by any means we make available, any portion or all of the funds in the account, close the account, enter into special agreements regarding the account, stop payment on any check or other item drawn on the account, and otherwise exercise any and all rights regarding the account. Each joint owner guarantees the signatures of the other joint owners and authorizes the other joint owners to endorse checks or other items for deposit if they are payable to any or all of the joint owners, unless endorsement is required otherwise pursuant to applicable state or federal law. Each joint owner intends and agrees that for purposes of any tax levy, attachment, garnishment and any other purpose relating to the rights of third parties, each joint owner owns an undivided interest in the entire joint account. This means, for example, that we may pay all of the money in the joint account in response to a garnishment, even though only one of the joint owners is subject to garnishment. These rules apply without regard to the amount of money that each joint owner contributed to the joint account. Similarly, we can enforce overdraft liability in the joint account against any joint owner individually (and each joint owner agrees to be liable for all overdraft liability in the joint account), even if the joint owner did not sign the check or other item creating the overdraft or receive any benefits from its proceeds. Garnishments, attachment, and levies against any or all joint owners are subject to our right of setoff and security interest. Notice provided by us to any one joint owner is notice to all joint owners.

By establishing an account with a payable-on-death or similar designation, you are creating a payable-on-death account (or the equivalent type of account) under the laws of the state where the account was opened. The establishment of such an account requires the completion of a separate contract. That contract sets forth the special terms and conditions applicable to such accounts. We make no representations as to whether the use of the payable-on-death or similar designation is appropriate for the person(s) establishing such an account. Any such designation should be made only after consulting with an attorney or other professional. We are entitled to pay funds in an account with a payable-on-death or similar designation to the persons designated as beneficiaries and shall not be liable to the person(s) establishing the account, their heirs, representatives or assigns or to any other person by reason of any such payment or for any other erroneous payment unless made by us after we have obtained actual knowledge that the person to whom the payment is to be made is not one of the designated beneficiaries.

(6) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(7) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by applicable law or our Electronic Funds Transfer (Federal Reserve Regulation E) policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the payment type, number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral, your stop-payment order may lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(8) Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

(9) Amendments and Termination. We may change any term of this Agreement at any time, and for any reason. Rules governing changes in interest rates are provided separately in the Truth-in-Savings (Federal Reserve Regulation DD) disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law (including by e-mail if you have consented to receive notices regarding your account by electronic means).

We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity, we suspect fraud or facilitation of a crime, or your account has been overdrawn for a period of ten consecutive days, it will be reasonable for us to give you notice after the change or account closure becomes effective. If we suspect fraudulent or criminal activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to use your account after the effective date of the change, you have agreed to the new terms.

NO AGREEMENT WITH, OR REPRESENTATION BY, ANY OF OUR EMPLOYEES OR AGENTS THAT IS IN CONFLICT WITH, OR IN ANY WAY MODIFIES ANY OF THE TERMS SET FORTH IN, THIS AGREEMENT WILL BE BINDING ON US UNLESS IT IS COMPLETELY CONTAINED IN A WRITTEN MODIFICATION OF THIS AGREEMENT THAT IS SIGNED BY ONE OF OUR AUTHORIZED OFFICERS.

(10) Notices. All questions and other communication concerning your account should be directed to the address for written notices set forth below, or you may call us at: (888) 827-5564. Any written notice you give us is effective when we actually receive it, and must be sent to us via United States Mail at the following address:

Sunflower Bank, N.A.
Attn: Customer Service
PO Box 800
Salina, KS. 67402

We must receive notices in time to have a reasonable opportunity to act. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date, and payee.

Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file, or by any other method permitted by law (including by e-mail if you have consented to receive notices regarding your account by electronic means). Notice to any of you is notice to all of you. Any communication we send you at the most recent address we have for you in our records will be binding on you for all purposes.

(11) Statements.

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness."

If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers (for consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers (Federal Reserve Regulation E) disclosure and the sections on consumer liability and error resolution.

Positive Pay Program (for business accounts only). Notwithstanding any other provision in this Agreement, if the "positive pay" product is offered to you, you decline to accept that product, and you suffer a loss due to unauthorized signature, alteration, forgery, or any other irregularity with an item which could have been prevented through your acceptance and use of the "positive pay" product, we will not be held responsible or have any liability, of any kind, for the loss incurred.

(12) Reclamation. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(13) Temporary Account Agreement. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(14) Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(15) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed, and endorsed, or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(16) Check Cashing. We may charge a fee to anyone who is cashing a check, draft, or other instrument written on your account. We may also require reasonable identification to cash such a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical, and may include collecting a thumbprint or fingerprint.

(17) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(18) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least two years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(19) Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. Consequently, as a condition of us allowing you to maintain an account with us, you are required to notify us if you engage in the internet gambling business, whether legal or illegal. We will then request that you provide evidence of your legal capacity to do so prior to determining whether or not we can permit you to continue to maintain that account.

(20) ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you established your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. Customer may receive ACH and Wire Transfer transaction information by viewing their account via online or mobile banking, by contacting Customer Care and by viewing their account statement. Customer will not receive a separate notice for these transactions.

(21) Facsimile and Electronic Signatures. Unless you make advance arrangements in writing with us, we have no obligation to honor facsimile and electronic signatures on your checks or other orders. If we do agree to honor items containing facsimile and electronic signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile

and electronic signature(s) may have been affixed so long as they resemble the facsimile and electronic signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile and electronic signature is being or has been misused.

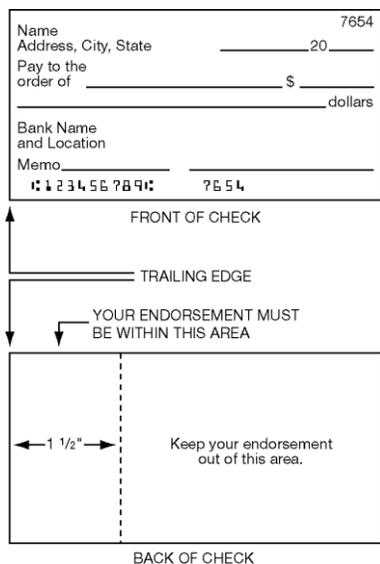
(22) Authorized Signer. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

(23) Restrictive Legends or Endorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

(24) Account Transfer. This account may not be transferred or assigned by you without our prior written consent.

(25) Endorsements. We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

(26) Death or Incompetence. You agree to notify us promptly in writing if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(27) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity, including but not limited to someone acting as trustee, power of attorney, executor, custodian, personal representative, administrator, conservator, or guardian. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This type of account, for example, may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a fiduciary or trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust, court orders, letters, agreements, or other documents pertaining in any way to the fiduciary relationship.

(28) Credit Verification. You agree that, in connection with opening and maintaining your account, we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(29) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(30) Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Federal Reserve Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(31) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(32) Monitoring and Recording Telephone Calls and Consent to Receive Communications. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(33) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(34) Early Withdrawal Penalties (and involuntary withdrawals). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

(35) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt

to locate you.

(36) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(37) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by Federal Reserve Regulation CC or other law.

(38) Dormant Accounts and Escheat Laws. We will deem your account to be dormant if you do not make any deposits to or withdrawals from the account and we have not otherwise had any contact with you for a specified period of time. Contact us for information on the dormancy period for your account. A dormant account remains subject to service charges and may be assessed a nonrefundable dormancy fee. Funds in dormant accounts may also be turned over to the state where our branch is located as abandoned property under certain circumstances.

(39) Substitute Checks and Your Rights (only applicable to consumer accounts).

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 days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days 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:

Sunflower Bank, N.A.
Attn: Customer Service
PO Box 800
Salina, KS. 67402

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 or information to help us identify the substitute check.