



25 N Chestnut Ave | P.O. Box 70
New Hampton, IA 50659
Phone 641-394-3021

July 15, 2022

Christy Roethler
School Business Official
New Hampton Community Schools
710 West Main Street
New Hampton, Iowa 50659

Dear Christy,

The New Hampton Community School District deposits with Fidelity Bank & Trust are fully secured. Public Funds are secured by Pledged Investments. We monitor your deposited funds on an ongoing basis to ensure adequate collateral is pledged with the State of Iowa to fully secure Public Fund deposits, at no additional cost to the District. Fidelity Bank & Trust has the capacity to pledge as much as \$380,000,000 million in securities, to secure Public Deposits, before insurance would even be needed. As always, please reach out with any additional questions you may have. Thank you for being a valued Fidelity Bank and Trust customer.

Sincerely,

Patrick Gebel
Regional President
Fidelity Bank & Trust

www.bankfidelity.bank

ANAMOSA • ASBURY • BANCROFT • BELLEVUE • CALMAR • CASCADE • CHARLES CITY • CLARENCE • DIKE • DUBUQUE
DYERSVILLE • EAST DUBUQUE, IL • EPWORTH • GUTTENBERG • JANESVILLE • LAMOTTE • LUXEMBURG
MAQUOKETA • MONTICELLO • NEW HAMPTON • OELWEIN • OSSIAN • PEOSTA • PLATTEVILLE, WI • POSTVILLE
PRAIRIE DU CHIEN, WI • STANWOOD • TIPTON • WAVERLY • WEST BRANCH • WORTHINGTON

NEW HAMPTON COMMUNITY SCHOOL DISTRICT
BASE BID FOR GENERAL DEPOSITORY

Please answer all of the following questions. An affirmative answer or statement will be inferred as a commitment by the institution to provide services.

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Numbered deposit slips (2-part carbonless) will be provided at no cost to the School District. If no, please indicate the cost. \$ _____ | <u>X</u> | _____ |
| 2. All fees will be waived including: | | |
| a. ACH transfers. | <u>X</u> | _____ |
| b. Stop payment order. | _____ | <u>X</u> |
| c. Collection of insufficient fund checks. | <u>X</u> | _____ |
| d. Inadvertent overdraft status. | <u>X</u> | _____ |
| e. Wire transfers. | <u>X</u> | _____ |
| 3. Will your institution provide all necessary bags and keys to access night deposit boxes at no cost to the School District? | <u>X</u> | _____ |
| 4. Will your institution initiate payroll direct deposit at no cost to the School District? | <u>X</u> | _____ |
| 5. Will your institution apply daily interest earned to all applicable bank accounts monthly? If yes, interest rate as of 7-15-2022 <u>1.30</u> % | <u>X</u> | _____ |

The undersigned institution agrees to all conditions as set forth in this proposal unless otherwise noted:

Name of Institution: FIDELITY BANK & TRUST

Address: 25 N CHESTNUT AVE

City: NEW HAMPTON State: IA Zip: 50659

Phone: 641-394-3021 Fax: 641-394-4969 E-Mail: PGEBEL@BANKFIDELITY.COM

Signed:  Reg. Pres.

Title: REGIONAL PRESIDENT Date: 7-15-2022



The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Accounts opened in Iowa and Illinois are subject to Iowa state sales tax and local option tax. Taxable services are: Account Balancing and Research Assistance, ATM/Debit Card Temporary Instant Issue Card, ATM/Debit Card Replacement Fee, Deposited Item Returned Unpaid, Merchant Resolution, Transfers and Sweeps, Special Statement Cut-off, Stop Payments, Dormant Fee on Checking.

NSF and Overdraft Items may be imposed by means of check, in-person withdrawal, ATM withdrawal, or other electronic means.

FEES AND CHARGES. The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.

Account Balancing Assistance - per hour	\$20.00
Account Research - per hour	\$20.00
ATM/Debit Card - Misplaced and Hot Carded	\$10.00
ATM/Debit Card - Replace or Reorder PIN	\$5.00
ATM/Debit Card - Temporary Instant Issue Card Fee (Card active for 30 days only.)	\$12.00
ATM/Debit Card Replacement	\$12.00
Auto Transfer Request- Externally transferred to another Financial Institution	\$5.00
Cashier Check	\$5.00
Certified Check	\$2.00
Closed Account - within 6 months of opening	\$20.00
Collection Items	\$5.00
Deposited Item - Returned Unpaid	\$5.00
Dormant Account - Assessed on balances less than \$25.00 after 2 yrs no activity	\$2.00
E-statement: after 2 cycles request to revert to paper statement	\$10.00
Escrow Account -delinquent. Assessed monthly	\$2.00
Escrow Account Contract- set up fee forced due to delinquency	\$50.00
External Transfer - Online Banking	\$5.00
Fax - per page	\$2.00
Foreign Currency	\$25.00
Foreign Currency - overnight delivery	\$55.00
Garnishment	\$25.00
HSA Transfer - to outside institution	\$25.00
IRA Transfer - to outside institution	\$25.00
Letter of Credit - per year	1.000% of balance
Levy	\$25.00
Mail - not delivered due to wrong address	\$3.00
Merchant Resolution Fee	\$30.00
Money Order	\$3.00
Notary Services (non-customer)	\$2.00
NSF (Non-sufficient funds) Return Item Fee - per presentment (Checking & Savings)	\$30.00
Overdraft Paid Item Fee - Consumers: fee per item (Max of \$150 per day)	\$30.00
Overdraft Paid Item Fee - Non-consumer continual overdraft. Daily fee after 5 business days	\$10.00
Overdraft Paid Item Fee - Non-Consumer: fee per item	\$30.00
Overdraft Sweep Protection from internal account	\$5.00
Photocopies- per page	\$0.50
Positive Pay: ACH - monthly fee	\$10.00
Positive Pay: Checks - monthly fee	\$35.00
Safe Deposit Box - Replacement Key	\$25.00
Safe Deposit Box Late Fee (after 30 days)	\$5.00
Signature Medallion Fee (locations - Waverly and Calmar)	\$45.00



Statement - Special Cutoff Date	\$5.00
Statement - Teller Generated	\$2.00
Stop Payment - per item/range with accurate information	\$30.00
Stop Payment -per item/range with limited information	\$50.00
Uncollected Funds Returned - per item	\$30.00
Wire Transfer - Incoming Domestic	\$15.00
Wire Transfer - Outgoing Domestic	\$25.00
Wire Transfer - Outgoing International	\$40.00
Wire Transfer -Incoming International	\$40.00



FUNDS AVAILABILITY POLICY DISCLOSURE

Fidelity Bank & Trust
4250 Asbury Rd
Dubuque, IA 52002



YOUR ABILITY TO WITHDRAW FUNDS

PURPOSE OF THIS DISCLOSURE. Our general policy is to allow you to withdraw funds deposited in a transaction account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Fidelity Bank & Trust.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. 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.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business 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 the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE

Same Day Availability. Funds from deposits of:

- electronic direct deposits
- cash*

will be available on the day of deposit.

Next Day Availability. Funds from deposits of:

- wire transfers
- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier's, Certified, or Teller's checks**
- checks drawn on us

will be available on the first Business Day after the day of deposit.

Other Check Deposits. Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

* **Cash Deposits.** If the cash deposits are made in person to an employee of Fidelity Bank & Trust, then the funds will be made available on the day we receive your deposit. If they are not made in person to an employee, then the funds will be made available no later than the next Business Day after the day of your deposit.

** **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's Checks. In order for these check deposits to be made available according to the funds availability schedule above, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, 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 day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:



- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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 fourth Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

HOLDS ON OTHER FUNDS FOR CHECK CASHING. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, 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.

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.

Same Day Availability. Funds from cash* and electronic direct deposits made to your account, and checks drawn on us will be available on the day we receive the deposit.

Next Day Availability. Funds from wire transfers made to your account and the first \$5,525 of a day's total deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier's, Certified, or Teller's checks**
- Traveler's Checks**

are available on the first Business Day after the day of your deposit.

Funds Exceeding \$5,525. The excess over \$5,525 of a day's total check deposits will be available on the seventh Business Day after the day of your deposit.

Other Check Deposits. Funds from all other check deposits will be available on the seventh Business Day after the day of deposit.

* **Cash Deposits.** If the cash deposits are made in person to an employee of Fidelity Bank & Trust, then the funds will be made available on the day we receive your deposit. If they are not made in person to an employee, then the funds will be made available no later than the next Business Day after the day of your deposit.

** **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's Checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the first \$5,525 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

DEPOSITS AT AUTOMATED TELLER MACHINES. Funds from any deposits (cash or checks) made at an automated teller machine (ATMs) that Fidelity Bank & Trust does not own or operate may not be available until the fourth business day after the day of the deposit.



ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

Fidelity Bank & Trust
4250 Asbury Rd
Dubuque, IA 52002



For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Fidelity Bank & Trust. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card (hereinafter referred to collectively as "ATM Card") or Debit Card or myPic Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by Fidelity Bank & Trust which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

ATM CARD SERVICES. The services available through use of your ATM card are described below.

ATM CARD SERVICES:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).

DEBIT CARD SERVICES. The services available through use of your debit card are described below.

DEBIT CARD OR MYPIC CARD SERVICES:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Mastercard® debit cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your ATM Card or Debit Card through the following network(s): Shazam,

ATM 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.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to



be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card or myPic Card: checking account.

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

By downloading Shazam Brella app, and registering your card, P2P transfers can be made for the lesser of the Daily Card limit or \$1000 with the Send Money feature. Recipient's name, email address and dollar amount are required. Recipient will then need to register to receive payment.

When Fidelity Bank & Trust issues you a MasterCard® debit card you will automatically be enrolled in the MasterCard® Automatic Billing Updater (ABU) service. If you choose to set-up any automatic payment arrangements by using your debit card, this service prevents disruption after your debit card account information changes. An example may include when your expiration date changes after your debit card is renewed. By ensuring your automatic payments continue uninterrupted, the MasterCard® ABU service provides cardholders with convenient, stress-free, continuous service. You may choose to opt-out of the MasterCard® ABU service by contacting Fidelity Bank & Trust at 800-403-8333.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

CURRENCY CONVERSION - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Mastercard® charges us a Currency Conversion Fee of 0.20% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.80% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and Loans.
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

SERVICES PROVIDED THROUGH USE OF ONLINE BANKING, BILL PAY, AND MOBILE BANKING. Fidelity Bank & Trust offers its customers use of our Online Banking, Bill Pay, and Mobile Banking service.



Online Banking:

You may access your accounts at www.bankfidelity.bank and using your Access ID, passcode and multifactor authentication questions to do the following:

- Transfer funds from Checking or Savings to Checking or Savings
- Make payments from Checking or Savings to Loans
- Get transaction (including both withdrawal and deposit) history on Checking, Savings, Certificate of Deposits, Lines of Credit, or Loans

Bill Pay:

You may access this service by computer or mobile device at www.bankfidelity.bank or through our app and using your Access ID and Passcode to do the following:

- Make payments from your account(s) to anyone with a US Postal Address. Maximum daily limits are \$99,999.99. (Some payments made by paper check will NOT be subject to this Electronic Funds Transfers Disclosure, as disclosed separately. Daily and Monthly limits can be found in the Bill Pay Agreement, approved in a separate disclosure).
- Make Person to Person (P2P) ACH Transfers. These transfers may be initiated by providing the email of the recipient and providing recipient a confidential Keyword. The payee will need to verify the Keyword and activate prior to Funds being sent. Per person limit of \$2,500.00 with a daily maximum of \$9,999.99.

Mobile Banking and Fidelity Bank & Trust App:

You may access your accounts remotely with your cell phone or other mobile access devices and using your Access ID, Passcode and Responses to multifactor authentication questions to do the following:

- Transfer funds from Checking or Savings to Checking or Savings
- Make payments from Checking or Savings to FB&T Loans or Lines of Credit
- Make payments from Checking to Payees created when approved for Bill Pay (Payments made by paper check to specified payees, as disclosed separately, will NOT be subject to these Electronic Funds Transfers Rules).
- Get balance information about Checking, Savings, Certificates of Deposit, Lines of Credit, or Loans
- Get transaction (including both withdrawal and deposit) history about Checking, Savings, Certificates of Deposit, Lines of Credit or Loans
- Make deposits to Checking or Savings with the Mobile Deposit after downloading the Fidelity Bank & Trust App, verifying account and email information, and obtaining an activation code
- Person to Person (P2P) ACH transfers. Two methods available, one is through the Shazam Brella app using Debit Card info or through Bill Pay as previously disclosed.

Your mobile service provider's standard service fees, such as text message fees or similar charges, may apply to all transactions. Check with your service provider for more information about these fees.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

- The number and/or dollar amount limit of Point of Sale transactions will be provided to you when you receive your card.
- We reserve the right to impose limitations for security purposes at any time.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be



provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (800)403-8333 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Fidelity Bank & Trust immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

- call us at: (800)403-8333
- or
- write to: Fidelity Bank & Trust
4250 Asbury Rd
Dubuque, IA 52002

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

- call us at: (800)403-8333 (7:30 AM - 5:30 PM CST)
- or



write to: Fidelity Bank & Trust
4250 Asbury Rd.
Dubuque, IA 52002

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD OR MYPIC CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

ILLEGAL USE OF DEBIT CARD OR MYPIC CARD. You agree not to use your Debit Card or myPic Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (800)403-8333

or

write to: Fidelity Bank & Trust
4250 Asbury Rd.
Dubuque, IA 52002

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Fidelity Bank & Trust no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide



to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) 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.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

Fee Schedule. The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Fidelity Bank & Trust upon request.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Fidelity Bank & Trust and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.



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- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Fidelity Bank & Trust.



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