

North American Savings Bank, F.S.B.
E-Sign Customer Agreement

On June 30, 2000, Congress enacted the Electronic Signatures in Global and National Commerce Act ("E-Sign Act") to ensure the legality of electronic contracts. Before obtaining products or services electronically through *North American Savings Bank*, you must consent to this agreement.

Your consent covers all of your transactions relating to the products or services that you agree to obtain electronically.

Please read this E-Sign Customer Agreement carefully and keep a copy for your records.

The undersigned agrees to the following provisions regarding opening an E-Checking or E-Savings account with *North American Savings Bank*:

In order to speed up the deposit account application process, with your consent, we will provide you with the following information electronically, rather than by postal mail or in person:

- ♦ All related account disclosures required by applicable federal and state law for the deposit product you have selected;
- ♦ Instructions for signing and returning a Record of Account Signatures card (if applicable); and
- ♦ Information and instructions about any additional services that you select during the application process.

Paper Copy of Disclosures, Agreements, Record of Account Signatures card, and Instructions. If you do not want to receive the legal disclosures, agreements, Record of Account Signatures card, and the instructions electronically, you should exit this area of our web site. If you do not consent to receiving an electronic copy of these related documents, we will not be able to open the deposit account via our website. If you choose to open an account in person, you may visit any of our locations and speak with a Personal Banker. A list of our locations may be found at our Web site, www.nasb.com. If you consent to receive the disclosures, agreements, Record of Account Signature card, and instructions electronically, you can also request a paper copy of these related documents by contacting us. Information on how to contact us is provided at the end of this agreement. You may be subject to a fee for such request unless prohibited by applicable law. Fees for this service were included on your initial disclosure and application for Internet Banking services.

If you withdraw your consent to accept notices and disclosures electronically, you will no longer be eligible for an E-account and the account will be closed upon reasonable notice to you.

System Requirements to Access and Retain Information

For access to the information being provided to you in electronic form, you will need an Internet Service Provider (ISP) and a Web browser software program that supports a security technology called Secure Sockets Layer (SSL). Versions 4.0 and higher of Netscape Navigator TM, Microsoft® Internet Explorer, and America Online (AOL) all support SSL. Your access to this page verifies that your system meets these requirements.

You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files.

To retain a copy of the requested file, your system must have the ability to either download (e.g., to your hard disk drive or a floppy diskette) or print PDF files. In order to sign and return the deposit account signature card, you must be able to print them. You must have a functioning printer connected to your personal computer or other access device, which is able to print the Record of Account Signatures card, the related disclosures, agreements, and the instructions on plain white 8½ x 11 inch paper.

In order to access and retain email communications from us, you must have an email account and email software capable of reading your email.

We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent at no cost to you; however, withdrawing your consent will terminate your use of the product or service that you have agreed to obtain electronically.

Contact Information

You may phone us at 1-800-677-6272 or send us an e-mail at customer_service@nasb.com, or write us at:

North American Savings Bank, F.S.B.
Attention: Deposit Services
12498 S. 71 Highway
Grandview, MO 64030

RULES AND REGULATIONS

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read these documents carefully. If you open or continue to maintain your account with us, you agree to these rules as they exist from time to time. If there is a conflict between the Rules and Regulations and something said by one of our employees, the terms of the Rules and Regulations will control. Please read and print a copy of these Rules and Regulations for your records.

This agreement is subject to applicable federal laws and the laws of the state of Missouri (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.

Standards by which responsibility of the Bank under this contract and under the provisions of the Uniform Commercial Code shall be measured are:

A. For all purposes of section 400.4-406 RSMo., items paid in good faith in support of the debit entries on the statement of account are available to the depositor in a reasonable manner if such items or photographic copies thereof are subject to inspection at the office of the Bank, 12498 South 71 Highway, Grandview, Missouri, or at the office of Fidelity Information Services at 11228 Thompson Ave., Lenexa, KS 66219.

B. As to reasonable commercial standards of the Bank's business, as to good faith on the part of the Bank, and as to the exercise of ordinary care or reasonable care on the part of the Bank, the standard shall be the procedures followed generally by banks and other financial institutions in the greater Kansas City area.

We may accept, on your behalf, payments to your account that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Electronic transfers sent or received via automated clearinghouse are subject to the rules of the National Automated Clearinghouse Association ("NACHA"). Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of Missouri.

If any provision of this document 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.

As used in this document the words "we," "our," and "us" mean NORTH AMERICAN SAVINGS BANK, F.S.B. (NASB) and the words "you" and "your" mean the account holder(s). The headings in this document 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 document should be construed so the singular includes the plural and the plural includes the singular.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice by emailing you at the last known email address we have on file for you or by

any other method permitted by law. Email communications will be deemed to have been received by you when NASB sends it to you, whether or not you receive the email. Therefore, you must notify us in writing about any change in your e-mail address. You may do so online by e-mailing us while logged into your internet banking session or by writing to us at the address provided at the end of this agreement.

We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

LIABILITY - You agree, for yourself, to the terms of this account and the schedule of charges. You authorize us to deduct these charges 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 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. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

CUSTOMER ELIGIBILITY - Accounts are available to U.S. citizens and permanent residents of the 50 United States and the District of Columbia. We reserve the right to require a permanent U.S. address to open and maintain the Account.

E-Accounts are only available to online customers who consent to receive all notices, disclosures and account statements through electronic means. If you withdraw your consent to accept notices, disclosures, or account statements electronically, you are no longer eligible for the account and the account will be closed upon reasonable notice to you.

ESTABLISHMENT OF ACCOUNT - Your Account will be established upon our receiving your deposit of funds. Your initial deposit may be made by credit card or authorizing us to transfer funds electronically either through another account with NASB or through an automated clearing house ("ACH") entry from a transaction account designated by you at an external financial institution (the "External Account"). The External Account must be a U.S. transaction account. We may take additional steps to verify ownership of the External Account. Such steps may include, but are not limited to, challenge deposits, requesting a voided check, a cancelled check, or a copy of a recent account statement. We reserve the right to verify ownership of any new External Account, as specified above, before honoring any change request.

Please see additional disclosures you receive with these Rules and Regulations for information about your Annual Percentage Yield (APY) and your Account. If a new service is added, your use of that service constitutes your acceptance of the Rules and Regulations in effect at the time.

FEES AND CHARGES - Please see our fee schedule, which in addition to being provided to you at account opening is available on our web site at www.nasb.com. NASB reserves the right to charge service and maintenance fees at any time. If service and maintenance fees are applied to your account, we will notify you as required by law. If service and maintenance charges apply to your Account, you agree to pay such charges. These charges will be subtracted from your Account balance. You will be solely liable for overdrafts caused by these charges.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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. **Individual Account** - is an account in the name of one person. **Joint Account - With Survivorship (And Not As Tenancy By The Entirety Or As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend 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. Each owner of a joint account constitutes each other owner of such account his agent to perform any act with reference to, concerning or affecting such account. All joint accounts are owned as Joint Account, with right of survivorship (and not as a Tenancy by the Entirety or as Tenants In Common), unless otherwise stated in our account records. **Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

CERTIFICATION STATEMENT - Interest will be reported for tax purposes under the tax identification number of the first named person on the account. As required by federal law, you have certified under penalties of perjury that the taxpayer identification number and backup withholding information on your signature card is correct. NASB is relieved of any liability in connection with any fines or penalties assessed to you by the IRS for reporting false information.

POWER OF ATTORNEY - NASB reserves the right to not honor any form of Power of Attorney appointment.

ACCOUNT LIMITATIONS - Bank lobby or drive-thru privileges are not available with E-accounts.

DEPOSITS AND COLLECTIONS - We will accept deposits by check from your personal account that are mailed to us; however, we reserve the right to close your Account for, what we deem in our sole discretion, to be excessive deposits made by check through mail. You will be notified in writing before we take any action on your Account with respect to excessive deposits.

When you deposit a check into your Account, we will act as your agent in collecting payment for it subject to existing or future rules or regulations of the Kansas City Clearing House Association, of the Federal Reserve Bank to which forwarded. Items not on this Bank are received at depositor's risk, and, if credited, are credited conditionally, subject to payment, and may be charged back at any time until actual cash payment therefore is received, and checks and transfers of depositors may be refused if drawn against such conditional credits. Collected funds to cover checks and transfers must be on deposit one day before the check presented or payment may be refused.

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"). 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. Since there is a time delay before the item is collected from another bank, a hold may be placed on these uncollected funds. If the item is not paid or if the item is later returned uncollected and your Account has been credited, the amount of the item may be deducted from your Account or from any other accounts at NASB for which you are named as owner or co-owner even if it causes such account to be overdrawn, in which case you agree to reimburse us immediately upon demand for any shortfall. We may return or refuse to accept all or any part of a deposit or credit at any time and will not be liable to you for doing so, even if such action causes outstanding checks to be dishonored and returned. Refused deposits will be returned to you. If you cause or allow any markings on a check or other item such that the required bank name or endorsements are obscured, resulting in liability or damage to us, you will be held responsible for the full amount of such damages. We and any of our correspondents may collect deposited items by sending them to be cleared through any correspondent bank, Federal Reserve Bank, clearinghouse association or directly to the bank on which they are drawn. The rules of such bank or association will be followed and reasonable care will be taken in collecting the items you deposit. Any items forwarded shall be at your own risk. You agree that we may deduct the amount of any money that you owe us or come to owe us under this Agreement from your Account or any other accounts at NASB for which you are named as owner or co-owner.

We are not responsible for transactions by mail until we actually 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 following business day that we are open.

Items drawn on this Bank not good at the close of business on day of deposit may be charged back to depositors.

Items drawn on or by other banks or associations or payable at other banks or associations in this city, or Kansas City, Kansas, may be carried over for presentation under Clearing House arrangements or otherwise, on business day following date of deposit. Items payable outside of this city need not be forwarded until business day following receipt.

DIRECT 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 contact by us by telephone at 1-800-677-6272, by email through NASB's secure Internet Banking site, or NASB's PAL Line at 1-800-765-7272 to find out whether or not the deposit has been made. If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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.

FUNDS AVAILABILITY DISCLOSURE - Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from other forms of deposits will be available to you based on our [Funds Availability Schedule](#). Once funds are available, you can withdraw the funds (subject to the withdrawal limitations set forth below). Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your Account. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and Federal holidays.

LIMITATIONS ON WITHDRAWALS AND TRANSFERS – You may make withdrawals from your Account by ATM or Bill Pay through our Internet Banking service. If you wish to make withdrawals by check or via wire transfer to an External Account, we must have a [Record of Account Signatures on file for your account](#).

[Telephone initiated wire transfer requests also require the completion of a Wire Transfer Telephone Request Agreement. If you wish to initiate telephone authorized requests for wire transfers to an external account, please contact us.](#)

Unless clearly indicated otherwise on the account records, any joint owner, acting alone, may withdraw or transfer all or any part of the account balance at any time. Each joint owner (until we receive written notice to the contrary) authorizes each other joint owner on an account to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for 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.

We may require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

FACSIMILE SIGNATURES - If you sent us a facsimile of your signature (facsimile signature) when opening your account, or in the future send us a facsimile containing your signature which provides us with orders or directions regarding your account, you acknowledge that you did so or will do so solely for your benefit and convenience.

You agree that no facsimile signature that you have in fact used may be considered a forgery or an unauthorized signature and that such facsimile signature will be effective as your signature whether or not you have been negligent.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state of Missouri. If you originate a fund transfer for which Fedwire is used, 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, 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. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

YOUR LIABILITY FOR INCORRECT INFORMATION - If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation. If you give us a payment order that identified the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Neither any receiving institution nor we will be liable for any such errors on your part.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS - If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your damages subject to the limitations set forth below. However, there are some exceptions. We will NOT be liable: (i) if, through no fault of ours, you do not have enough money in your Account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. NASB will not be responsible for incidental, consequential damages, and/or punitive damages, court costs and/or attorneys' fees.

ENDORSEMENTS/RESTRICTIVE LEGENDS - The period in which depositor is precluded from asserting against the Bank, his unauthorized signature or any alteration on the face or back of an item is fixed at 6 months in lieu of the period prescribed by section 400.4-406 RSMo. The period

for asserting against the bank any unauthorized endorsement is fixed at one year in lieu of the periods prescribed by section 400.3-118 RSMo.

We are not able to honor any special instructions or to be bound by a restrictive endorsement or restrictive legend placed on items and are not responsible for any losses, claims, damages or expenses that result from your expectation that we will honor these restrictions.

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.

PAYMENTS OR TRANSFERRING FUNDS TO YOUR ACCOUNT IS A WARRANTY OF AUTHORIZATION - By using any available payment or funds transfer service, you warrant that you are an authorized signer on the Account from which the funds are being drawn to make such payment or transfer.

RATES - NASB determines the interest rate and APY, as well as the tiers and any introductory or bonus rate offered to the public on its E-Accounts, and may modify these at any time without notice.

RESTRICTING YOUR ACCOUNT - If at any time we have reason to believe that any information provided by you to us is inaccurate, or that your transactions with us may subject us to loss or liability or are illegal, we reserve the right to restrict the funds in your Account for a period of up to 30 days, subject to our conducting a reasonable investigation and/or refuse to follow your instructions. We will notify you by email or conventional mail if we take such an action. We will not be liable to you for restricting funds in your Account even if such action causes outstanding recurring electronic fund transfers to be dishonored.

CANCELING AN AUTOMATIC TRANSFER - You may not stop payment of an electronic transfer that is not recurring once you have initiated the transaction. You can stop an automatic recurring payment or withdrawal that you have set up to be deducted from your Account by contacting us by telephone at 1-800-677-6272, or by email through NASB's secure Internet Banking site. You must make your request in time for us to receive it within three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

STOP PAYMENTS - 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. To be effective, your stop-payment order must precisely identify the 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, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated 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).

STATEMENTS - You are required to retrieve your Account statement showing your Account activity including your Electronic Funds Transfers electronically. The link for enrolling to receive electronic statements will be sent to you via an initial email immediately following your Account opening. You will not be mailed a printed monthly statement. Your statement may be generated on a quarterly basis, if there has been no activity in your Account for at least three months. You

will be notified by email when you have a statement available for viewing. Statements can be accessed for a period of up to one year.

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized or erroneous transfer order, any unauthorized signatures or alterations, you hereby agree to notify us by email through our secure Internet Banking site 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. Should you fail to promptly notify us of any unauthorized or erroneous transfer, we will not be liable to you for any subsequent similar occurrences that we could have prevented had we received such notice.

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 made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors 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.

BALANCE OF ACCOUNT - The amount shown on our records will be accepted as the balance of your Account unless you can show differently. Balances shown on our Web site or through our automated telephone service are not official records.

CHANGE OF ADDRESS - You must keep us informed of your current mailing address and your current email address. We may rely upon and will use the last address you or the U.S. Postal Service has given us. Any Account owner of a Joint Account may inform us of a change of address and we may rely on it with no liability to any other Account owner of that Account.

DORMANT AND ESCHEATABLE ACCOUNTS - A Dormant Account is one on which you have not increased or decreased the amount in the Account, presented us with evidence of the Account, otherwise corresponded with us about the Account or indicated an interest in the Account as evidenced by a memorandum on file with us, or engaged in any credit, trust or other transaction with us for the amount of time specified under applicable law. Once a deposit Account has been dormant, the funds become escheatable. Thereafter, the payment of any interest on the Account ceases and a statement on the Account will no longer be sent. Subject to applicable law, we may charge a dormant account fee on the account, and the account will be presumed abandoned. In accordance with applicable law and regulations, funds in abandoned accounts will be remitted to the custody of the applicable governmental agency, and NASB will have no further liability to you for such funds. You will be notified in writing, if required by applicable law, at your last known address on our records before we take the actions stated in this paragraph.

SETOFF/LEGAL PROCEEDING/DISPUTE- We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement 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. 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.

If your Account becomes involved in a legal proceeding or is likely to become involved in a legal proceeding due to a dispute, the entire balance of your Account may be restricted until the matter has been resolved, even if only one person on the Account is involved. You promise to repay us for any expenses we incur, including reasonable legal fees and costs, if your Account is involved in a legal proceeding or dispute.

NASB may also make payment from a joint account, including payment of the entire balance, pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and on request to a trustee in bankruptcy, receiver in any State or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. NASB shall not be required to determine net contributions.

ARBITRATION - Any legal claim between you and us ("Claim") regarding these Rules and Regulations, this arbitration clause or your Account shall, at your or our request, be resolved by an arbitrator to be mutually agreed upon by the parties. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties. This arbitration agreement is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they agree to resolve their disputes through arbitration.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent. We reserve the right to transfer or assign your Account to another FDIC insured financial institution.

INDEMNIFICATION - You agree to indemnify NASB, its agents, and employees against any loss, liability, or expense (including attorneys' fees) resulting from or arising out of any claim of any person in connection with any matters subject to these Rules and Regulations, except where applicable law precludes such indemnification.

CONTACT INFORMATION - You may phone us at (816) 765-2200, 1-800-677-6272, send us an e-mail at customer_service@nasb.com, or write us at:

North American Savings Bank, F.S.B.
Attention: Deposit Services
12498 S. 71 Highway
Grandview, MO 64030