

*An Introduction to  
American National Bank*

# **Bank Notes**

**Business Accounts**



***AMERICAN  
NATIONAL BANK***



# Welcome!

*We are pleased to welcome you to the American National Bank family and look forward to providing you with the highest level of personal service.*

*We will do everything we can to make the conversion as smooth as possible. We will handle all of the paperwork necessary for you to make a smooth transition to American National Bank. Your accounts will change to the American National Bank account(s) which most closely match your Liberty Bank account(s). This Bank Notes booklet provides you with detailed information about our accounts, and the information you need to know. Please take a few minutes to familiarize yourself with this information. If upon reviewing the account offerings, you think you would like a different account, simply let us know and we will change it for you.*

*We hope you will enjoy the convenience of our full line of personal and business banking products and our broad network of branch locations. You will continue to be greeted by the same friendly and knowledgeable bank staff that you have come to know and trust in Council Bluffs.*

*American National Bank is one of the largest, locally-owned and operated banks in the area, and has deep roots in Council Bluffs, where it has operated under the name of Peoples National Bank for many years. Again, welcome, and if we can be of service to you in any way, please let us know.*



**AMERICAN  
NATIONAL BANK**

**[www.anbank.com](http://www.anbank.com)**



Member  
FDIC

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## Additional Services

### Visa Debit Check Card

For your convenience, you may order a free Visa Check Card for your business account. It gives you all the benefits of a credit card with the convenience of a check. Use at any merchant who accepts Visa cards.

### BankLink

Automated 24-hour telephone customer service. Complete and current account information on your checking, savings, CDs or loans. Use it for investment and loan calculations, to find locations and more.

Call 1-800-725-5465, Omaha 402-457-5465, or Council Bluffs 712-325-6129.

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## Terms and Conditions of Your Account 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 this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

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

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 either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" means the financial institution 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. 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. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**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 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. You will also be liable for our costs to collect the deficit 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 including, but 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.

**DEPOSITS** – 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 deposit 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 depository 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 business day that we are open.

**WITHDRAWALS** – Unless clearly indicated otherwise on the account records, 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 items payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. 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. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits, to cover such overdrafts and overdraft fees. 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 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 7 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 in Regulation D. 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.

### **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. **Single-Party Account** – Such an account is owned by one party. **Multiple-Party Account** – Parties own account in proportion to net contributions unless there is a clear and convincing evidence of a different intent.

**RIGHTS TO DEATH** – **Single-Party Account** – At the death of a party, ownership passes as part of the party's estate. **Multiple-Party Account with Right of Survivorship** – At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties. **Multiple-Party Account Without Right of Survivorship** – At death of party, deceased party's ownership passes as part of deceased party's estate. **Single-Party Account with Pay-on-death Designation** – At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate. **Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation** – At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**BUSINESS, ORGANIZATIONS 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. 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.

**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 at the close of business on 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 converted the item to a negotiable instrument).

**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.

**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 in writing or by any other method permitted by law. 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.

**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, 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. You agree that the time you have to examine your statement and report to us will depend on the circumstance. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such 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 such

errors on items identified in that statement and as between you and us the loss will be entirely yours.

**ACCOUNT TRANSFER** – This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** – 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.

**TEMPORARY ACCOUNT AGREEMENT** – If this option is selected, 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.

**SETOFF** – 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 withdrawal. 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 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 the 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.

**AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)** – A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** – We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. 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 to 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.

**CHECK CASHING** – We may charge a fee for anyone that does not have an account with us 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.

**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.

**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. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

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 2 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.

**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.

**FACSIMILE 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 regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contained the required number of signatures for this purpose.

**INTERNATIONAL ACH TRANSACTIONS (IAT)** – We may, as needed, research and comply with Office of Foreign Asset Control laws, suspend and/or delay settlement of International ACH transactions to your account.

## Business Miscellaneous Fee Schedule

Amortization Schedule	\$11.00
Bond/Coupon Collection	\$22.00 per envelope
Cashier's Checks/Official Checks	\$5.50
Credit Card Processing Services - Merchant Processing Services	
Contact Cash Management Sales at 402-399-5037	
Charge Off Fee	\$30.00
ChequeGuard - CheckSeal Product	
Contact Cash Management Sales at 402-399-5037	
Check Copy ( <i>Research Charge applies after 6 months</i> )	\$3.50
Coin ordered for Business Accounts	\$0.10/roll
Currency ordered for Business Accounts	\$.50 per \$1000.00
Currency or coin deposited for Business Accounts	\$0.10 per \$100.00
Collection Items Domestic and Foreign	\$25.00
Counter Checks ( <i>each</i> )	\$1.50
Daily Overdraft Fee ( <i>each day after the 4th day of continuous overdraft balance</i> )	\$6.00
Debit Card Receipt Copy	\$5.50
Debit and ATM Replacement Card	\$15.00
Debit Card Rush Order	\$75.00
Deposit Correction	\$5.00
Dormant Account Fee	\$5.00
Early Accounts Closure ( <i>within first 180 days</i> )	\$35.00
Email Alert - per alert option per month	\$1.00
Email Alert - per email address and email delivered	\$0.25
Excessive Withdrawal Fee:	
Money Market	\$15.50
Savings	\$2.00
Fax Service	\$5.00 first page \$2.00 each additional page
Foreign ATM Transactions and Inquiry	\$2.00 each
Foreign Currency Conversion	\$25.00
Garnishment or Levy	\$75.00
Insufficient Funds - Check, ATM Withdrawal, Debit Card Purchase, Per Item Paid or Returned	\$33.00
International Assessment Fee ( <i>Visa, PLUS, and Interlink transactions - purchase or cash disbursement</i> )	
Single Currency	0.80% of transaction
Multi-Currency	1.00% of transaction
Internet Banking iBank Basic – view only	Free
Internet Banking iBank Enhanced	
\$5.00 per month ( <i>includes the 1st two accounts</i> )	
\$1.00 per account ( <i>over 2 accounts</i> )	
iBank Enhanced includes transfers between your iBank accounts, Check Images, Current Day transactions, Downloads to Excel and QuickBooks and Prior Months' statements.	

Add the following services to iBank Enhanced for a nominal fee:

iBank ACH origination	..... Contact Cash Management Sales at 402-399-5037	
iBank Bill Pay	..... \$2.00 per month includes 5 bill pays then \$.60 each	
iBank Positive Pay Service**	..... Contact Cash Management Sales at 402-399-5037	
** Combine Positive Pay and Cheque Guard Services for enhanced Fraud Control. A discount applies when both services are used together. The ChequeGuard Service creates a Positive Pay file streamlining the Positive Pay Service using iBank.		
iBank Wire Transfer – Domestic	.....	\$12.00
iBank Wire Transfer – International	.....	\$35.00
iBank – Non Activation fee after 30 days – per user	.....	\$5.00 per month
iBank Lost Token Replacement	.....	\$20.00
Ledger Overdraft Fee ( <i>Business Analysis Accounts Only</i> )	...	\$0.29 per \$100.00
MICR Reject Fee	.....	\$2.00 per item
Money Orders	.....	\$4.00
Night Deposit Service	.....	\$1.00 per month
Notary ( <i>Customers</i> )	.....	FREE
Overdraft Transfer Fee ( <i>\$200.00 Transfer Increments</i> )		
Each Transfer	.....	\$7.00
Each Transfer from Savings, Checking, Line of Credit, Redi Reserve or Loan.		
Photocopies (per page)	.....	\$1.50
Remote Deposit Capture Services – <i>quoted based on service requested and method of image delivery.</i>	..... Contact Cash Management Sales at 402-399-5037	
Research/Statement		
Reconciliation	.....	\$27.50 per Hour, 1 Hour minimum \$1.00 per page
Returned Mail/Bad Address	.....	\$5.00 per month \$1.00 per item
Returned Deposit Items		
ACH	.....	\$5.00
Check	.....	\$7.00
Foreign	.....	\$25.00
Special Instructions	.....	\$15.00 per month
Safe Deposit Box Annual Fees - Rates are available at the individual branch locations ( <i>subject to availability</i> )		
Special Statement Cut off for Commercial Accounts ( <i>Cut off other than month end</i> )	.....	\$10.00 per month
Statement Copy	.....	\$3.50
Statement Copy ( <i>Online Printout</i> )	.....	\$1.50
Stop Payments	.....	\$33.00
<i>Online Stop Payments using iBank are discounted \$1.00</i>		
Telephone Transfers	.....	\$2.50
Traveler's Checks	.....	2% of total
Two Signatures Required		
Check verification	.....	\$20.00 per month plus \$1.00 per check
Use of Uncollected Funds ( <i>Business Analysis Accounts Only</i> )	.....	National Prime Plus 4%
Wire Transfers:		
Incoming - Domestic	.....	\$12.00
Incoming - International	.....	\$20.00
Outgoing - Domestic	.....	\$15.00
Outgoing - International	.....	\$40.00
Enhanced Wire Notification		
Incoming or Outgoing	.....	Each service \$5.00 per month per account
Phone Notification, Per Occurrence	.....	\$5.00

**All services listed are offered exclusively for customers of the Bank. Sales tax applies to certain fees if the account is an Iowa account.**

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## Safe Deposit Box Pricing

Sizes vary at branch locations. Fees charged annually.

2 x 5 .....	\$.15
3 x 5 .....	\$.15
3 x 10 .....	\$.40
4 x 4 .....	\$.15
4 x 5 .....	\$.20
5 x 5 .....	\$.30
5 x 5 short .....	\$.25
5 x 9 .....	\$.50
5 x 10 .....	\$.50
7 x 10 .....	\$.75
10 x 10 .....	\$.100
11 x 10 .....	\$.100

## Funds Availability

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. During the delay, you may not withdraw the funds in cash but we will use the funds to pay checks that you have written. We will make the funds you deposit that are represented by cash, and wire transfer, and electronic deposits available to you for withdrawal for any purpose on the business day we receive your deposit.

Because our bank must clear checks which you deposit at our bank, we experience a delay in payment and incur various potential liabilities associated with this delay. Therefore, we will delay making some types of funds you deposit by check available to you to withdraw as cash, or to purchase cashier's checks, money orders, traveler's checks, initiate wire transfers, effect funds transfers to another account or make loan payments or investments. During the delay, you may not withdraw the funds that are subject to delayed availability for the purpose of completing the types of transactions described.

### Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, we will consider that the deposit was made on the next business day we are open.

If you do not make your deposit in person to one of our employees (for example, if you mail your deposit), we will consider the deposit was made on the business day it is received by us.

The length of the delay in making funds you deposit available for you to use to withdraw cash, purchase cashier's checks, money orders, traveler's checks, initiate wire transfers, effect funds transfers to another account or make investments varies depending on the type of item you deposit as explained below.

### Next Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Checks drawn on American National Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit.

- Postal money orders that are payable to you.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks and Federal Home Loan bank checks, if these items are payable to you.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

If we cash a check for you that is drawn on another bank, we may withhold the availability of the 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.

### **Longer Delays May Apply**

If we are not going to make all funds from your deposit available at the times shown above, 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 a bank employee, or if we decide to take this action after you have left the premises, or if the facts upon which a determination to invoke one of the exceptions listed below become known to the bank after the time of deposit, we will mail you the notice by the first business day following the day other facts become known to the bank, or the deposit is made, whichever is later. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by checks may be delayed for the payments of checks you have written and cash or other withdrawal for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the most recent six months.
- There is an emergency, such as the failure of communications or computer equipment or other conditions beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons and also advise you as to when the funds

will be available. They will generally be available no later than the seventh business day after the day of your deposit.

## **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, tellers', traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the next business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the next business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## **Accrual of Interest on Noncash Deposits**

Interest on noncash item deposits (for example, checks) begins to accrue based on the Federal Reserve schedule for our area. Interest on cash item deposits (for example, ACH credits, Cash, Wire Transfers) begins to accrue the business day of deposit. Accrual of interest may or may not match the availability of funds for withdrawal.

# **Substitute Checks and Your Rights**

## **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 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 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 by visiting or calling your local branch or by contacting our Customer Service Department at 402-457-1077 or 800-279-0007. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## **ACH and Wire Transfers: UCC 4A Notification**

This agreement is subject to Article 4A of the Uniform Commercial Code (UCC4A). Fund transfers as adopted in the state in which you have your account with us. 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, amongst other things, which 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

received a credit to an account you have with us by wire or ACH, we are not required to provide you any notice of the payment order or credit.

## **FUNDS TRANSFERS:**

The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code – Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

**Funds Transfer** – A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment of the beneficiary other than the time of payment.

**Authorized Account** – An authorized account is a deposit account you have with us that you have designated as a source of payment for payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of Your Payment Order** – We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff Time** – If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day or that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of Your Order** – If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payments on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told

us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security Procedure** – As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to Report Unauthorized or Erroneous Payment** – You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. You will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying Number** – If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies any intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same bank or person.

**Notice of Credit** – If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional Credit** – You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of Funds Transfer Agreement** – From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or Amendment of Payment Order** – You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** – We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents of the bank.

**Limit on Liability** – You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous Execution** – If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to Payment** – If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 90 days of our notice to you.

## The Bank's Right to Change your Account to Another Bank Product

If you have an interest earning account, the bank may convert your account to another type of deposit account offered by the bank at any time. The bank may change your account to a business account if the bank determines the account is used for business purposes, OR the account has a business name.

### SUBACCOUNT ORGANIZATION

If you have an interest-earning account, we have organized your interest earning account in a non-traditional way. Your account consists of two subaccounts. One of these is an interest-earning checking subaccount, and you will transact business on this subaccount. The other is a non-transaction subaccount. You cannot directly access the non-transaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your interest-earning checking account will be no different than for traditional interest-earning checking accounts. You will not see any difference between the way your account operates and the way a traditionally organized interest-earning account operates, but this organization makes us more efficient and helps to keep costs down.

## Order of Paying Checks and Other Items

American National is pleased to be your financial partner. To ensure that the partnership runs smoothly, we like to make sure you are aware of how some of the processes work when it comes to your account.

### Posting Order of Items

One such process is the order in which we pay items you direct to be deducted from your demand deposit (checking) or money market account.

**Transactions are not processed in the order in which they occurred or are received.** Our policy is to pay specific types of transactions first, and then proceed to the next type of transaction. As disclosed in the Terms and Conditions given to you upon account opening, we may process items presented against your account in any order we select, without notice to you.

There are two parts to the processing of transactions; that is, the type of transaction and the sequencing of payments within each type of transaction. Our current order for processing types of transactions, unless otherwise required or prohibited by law or systematic limitations, is as follows:

	<i>Type of Transaction</i>	<i>Posting Order of Items within this this Type of Transaction</i>
First:	External Wires	Low Dollar to High Dollar
Second:	Officer approved and Cashed Checks	High Dollar to Low Dollar
Third:	Foreign ATM Withdrawals	High Dollar to Low Dollar
Fourth:	ACH Debits	High Dollar to Low Dollar
Fifth:	On Us ATM Withdrawals	High Dollar to Low Dollar
Sixth:	Telephone Transfers	High Dollar to Low Dollar
Seventh:	POS Transactions (POS)	High Dollar to Low Dollar
Eighth:	Physical Checks presented via Fed or other	High Dollar to Low Dollar
Ninth:	Auto Internal Loan Payments and sweeps	Low Dollar to High Dollar

All items presented within a **type of transaction** described above [except external wires and auto internal loan payments and sweeps, items "First" and "Ninth" above, which are paid in order of lowest dollar amount to highest] will be paid in order from the highest to the lowest dollar amounts. This means that **the largest dollar item will be paid first**, then the next largest dollar item, and so on.

The order in which transactions are processed is important. If there is not enough money in your account to pay all of the items that are presented to the Bank, it will impact the total amount of fees (NSF or overdraft) that you incur. Our payment policy will cause your largest, and perhaps more important, items within a type of transaction to be paid first (such as your rent or mortgage payment), but will increase the number of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, either (1) pay the item creating an overdraft, or (2) return the item (NSF), both of these options will result in fees to you. (If you have elected Overdraft Privilege for POS and ATM items, these will be paid in accordance with the Overdraft Privilege agreement, and will result in a fee(s). If you have not elected Overdraft Privilege for POS and ATM items, and

there are insufficient funds in your account, the transaction will be declined at the point of sale.) The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule.

You may always verify your account online, which reflects the actual processing order. Since your bank statements do not track your account balance based on the above processing order, we encourage you to keep careful records, and practice good account management keeping the above processing order in mind to avoid authorizing deductions without sufficient funds and incurring the resulting fees. We are pleased to work with you to assure your understanding of these procedures and its impact upon fees.

## Privacy Policy Notice

### FACTS **WHAT DOES AMERICAN NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?**

**Why?** Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depends on the product or service you have with us. This information can include:

- Social Security Number
- Credit History
- Credit Card
- Payment History
- Credit Score
- Other debt

When you are no longer our customer, we continue to share your information as described in this notice.

**How?** All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons American National Bank chooses to share; and whether you can limit this sharing.

<i>Reasons we can share your personal information</i>	<i>Does American National share?</i>	<i>Can you limit this sharing?</i>
<b>For our everyday business purposes</b> – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> – To offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For Joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> – Information about your transactions and experiences	<b>Yes</b>	<b>Yes</b>

**For our affiliates' everyday**  
business purposes – Information  
about your creditworthiness

**Yes**

**Yes**

**For nonaffiliates  
to market to you**

**No**

**We don't share**

**Who we are:  
Who is providing  
this notice?**

American National Bank

**What we do: How  
does American  
National Bank  
protect my personal  
information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to non-public information about you to those employees who require that information to provide products and services to you.

**How does American  
National Bank  
collect my personal  
information?**

We collect your personal information, for example, when you

- Open an account
- Pay your bills
- Apply for a loan
- Provide account information
- Give us your contact information

**Why can't I limit  
all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

#### **Definitions**

##### **Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies

- Our affiliates include ANBFinancial, LLC.

##### **Nonaffiliates**

Companies not related by common ownership or control. They can be financial and non-financial companies.

- American National Bank and Peoples National Bank does not share with non-affiliates

##### **Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- American National Bank and Peoples National Bank does not jointly market

##### **To limit our sharing**

Call 1-800-279-0007  
or go to [www.anbank.com](http://www.anbank.com).

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us anytime to limit our sharing.

##### **Questions?**

Call 800-279-0007  
or go to [www.anbank.com](http://www.anbank.com).

# Convenient Locations

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## Iowa

Carter Lake	1204 Locust	712-347-6070
Council Bluffs	1600 West Broadway	712-329-4256
Council Bluffs	201 Bennett	712-328-1333
Council Bluffs	333 West Broadway	712-388-5000
Crescent	515 Old Lincoln Highway	712-545-3900
Missouri Valley	306 West Erie	712-642-2781

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## Nebraska

Bellevue	805 Galvin Road South	402-291-7500
Elk Creek	363 Main Street	402-877-2735
Elkhorn	20412 Veterans Drive	402-289-5765
Fairbury	600 5th Street	402-729-2257
Falls City	1818 Harlan Street	402-245-2421
Gretna	20635 Hwy. 370	402-332-3377
Humboldt	707 4th Street	402-862-2311
LaVista	8004 South 84th Street	402-827-5232
Lincoln	3801 VerMaas Place	402-420-1818
Nebraska City	920 Central Avenue	402-873-3338
Omaha	8990 West Dodge Road	402-399-5000
Omaha	9009 Maple	402-399-5222
Omaha	7921 Dodge Street	402-392-4900
Omaha	3147 Ames Avenue	402-451-5100
Omaha	3022 Willit	402-451-5366
Omaha	17445 Arbor Street	402-758-1320
Omaha	13944 "S" Plaza	402-896-0700
Omaha	1412 Harney Street	402-457-1070
Omaha	520 S. Saddle Creek Rd.	402-556-1890
Papillion	1413 South Washington	402-339-3935
Plattsmouth	602 Avenue A	402-296-2105
Ralston	8155 L Street	402-827-4447
Tecumseh	310 Broadway	402-335-3341

**Over 75 ATM locations throughout the region, please go to [www.anbank.com](http://www.anbank.com) for a complete listing.**

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## Customer Service

**800-279-0007**  
**Omaha, 402-457-1077**  
**Council Bluffs, 712-328-2449**  
**Lincoln, 402-420-1818**  
**[www.anbank.com](http://www.anbank.com)**





***AMERICAN  
NATIONAL BANK***

**[www.anbank.com](http://www.anbank.com)**

12/11

Member  
FDIC

