nbkc bank

Time Deposit Agreement

nbkc bank, 8320 Ward Parkway, Kansas City, MO 64114

12 MONTH TIME DEPOSIT ACCOUNT (CD)
CONFIRMATION OF TIME DEPOSIT/RATE & FEE SCHEDULE

Account Purpose: Business

Rate Information: The 12 Month Time Deposit Account is an interest-bearing account. The interest rate on the account is 2.71% with an annual percentage yield of 2.75%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until 12 months from date of account funding. Interest begins to accrue on the business day you deposit non-cash items (for example, ACH, checks, etc). Interest will be compounded daily and will be credited to the account quarterly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal, if permitted, will reduce earnings.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 (or 366 in leap year) for each day in the year. You must maintain a minimum balance of $0.01 in the account each day to obtain the disclosed annual percentage yield.

Time Account Information: Your account will mature at least 12 months from the date of account funding. Maturity date will be provided to you through the email used at application. While an actual certificate is not issued, you will receive a funding notice with all pertinent information about the CD. This account will automatically renew. You will have ten (10) calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each subsequent renewal term will be for a 6 month period of time, different than the original term.

Limitations: You must deposit at least $1,000.00 to open this account. You may not make additional deposits into this account. If you redeem your CD, in its' entirety, during the ten (10) calendar day grace period, accrued interest will not be paid. If you withdraw any of the principal before the maturity date, we will impose a penalty of 90 days interest on the amount of principal withdrawn. You may not make a withdrawal of principal from a CD within seventy-five (75) days of initial or renewal period; from day seventy-six (76) up to the ten (10) calendar day grace period, we will consider requests for early withdrawal and, if granted, the penalty as specified above will apply. (See section below "Exceptions" for more information)

TIME DEPOSIT AGREEMENT

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder(s) named has placed on deposit with nbkc bank the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution (nbkc bank). This Account is effective as of the date of account funding and is valid as of the date we receive credit for non-cash items (such as ACH) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for the term described above in the Time Account Information section. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required Penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

WITHDRAWAL AT MATURITY. You may request to withdraw funds, transfer or close your Account to another nbkc account; for requests to another non-nbkc bank account(s), we may require you to send a notarized letter with instructions to withdraw funds, transfer or close your Account, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. We may not exercise our right of setoff or security interest if prohibited by the Military Lending Act.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Death of Account Holder. Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Pledge. You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.