

## Bank of Franklin County

### STOP PAYMENT TERMS, FEES AND INSTRUCTIONS

To submit a stop payment request, you must read the disclosures below and complete the required information on the stop payment form.

A stop payment fee is assessed for each check or EFT (Electronic Funds Transfer) item as documented in our current Your DEPOSIT ACCOUNT brochure. Current fee for each stop payment is \$30.00.

When the stop payment request has been submitted, we will provide a confirmation message. You should print a copy of the message for your records.

Stop payment orders are not effective immediately upon receipt, but only after we have a reasonable time to act upon it, generally within 1 business day. The request must be received at least three (3) business days before a scheduled debit (EFT). If urgent action is required, please contact Bank of Franklin County directly by telephone at 636-239-6600 or 1-877-584-6600, or in person. Also, to be effective, you must initiate the stop payment order before the item is presented to the Bank.

A check stop payment request will automatically expire at the end of six months from the date submitted, unless we receive a written order renewing the stop payment request. You may withdraw any stop payment order only in writing or in person at one of our branch offices.

The stop payment feature within our Online Banking service is designed to submit a request to stop payment on checks you have written or pre-authorized electronic funds transfers (EFT's) that are deducted from your account. We will block all future EFT payments to the designated payee-originator. If the stop payment request is for a pre-authorized EFT, we must receive a copy of your payee-originator revocation notice within 14 business days; otherwise we may continue to honor debits to your account. Copies of the revocation notice may be sent to: Bank of Franklin County, 900 East Eighth St., Washington MO 63090. It cannot be used to cancel transfers between accounts or to stop electronic bill payments.

By directing the Bank of Franklin County to stop payment on a designated transaction(s), the account holder agrees to hold the Bank of Franklin County harmless against any and all loss, claims, damages, and costs, including court costs and attorney's fees, that the Bank of Franklin County may suffer or incur by reason of non-payment of the designated transaction if presented prior to withdrawal of these instructions or expiration thereof.

The account holder also understands that it is necessary to provide the correct information related to the transaction(s) and that failure to do so may result in the payment of the specified item(s). The account holder agrees to hold harmless and indemnify the Bank of Franklin County for all expenses, cost and damages incurred by payment of the specified item(s) if such payment is the result of failure of the account holder to meet the time requirements noted above, or if such payment is the result of failure of the account holder to furnish any item of information requested, accurately and correctly. The account holder also agrees to hold Bank of Franklin County harmless from and against any losses, claims or cost incurred by (1) payment contrary to this order if such payment occurs otherwise than by a failure to exercise ordinary care, or (2) refusal to make payment of the stopped item.

Bank of Franklin County shall not be liable if, as a result of payment of the item subject to this request, other items drawn by you are returned due to insufficient funds. You will notify Bank of Franklin County promptly of the issuance of a check or item, which is a duplicate of the check or item subject to this stop payment order, or upon the return of the original check.

Bank of Franklin County accepts this stop payment request subject to the provisions contained within the Uniform Commercial Code as adopted by Bank of Franklin County, Regulation E as it pertains to pre-authorized EFTs, and in accordance with your current depository account agreement. Other limitations on our obligation to stop payment are provided by law (for example; if we paid the item in cash or we certified the item prior to processing your stop payment order).

If submitting a stop pay request online, by selecting "I Agree" you certify that you are an authorized signer, or otherwise have authority to act, on the account identified in this order. You attest that the debit/check identified was not originated with fraudulent intent. You acknowledge and agree to these terms and conditions and authorize the assessment of the applicable stop payment fee to the account affected by the stop payment request.