



Business Account Rules & Regulations & Depositor Agreement

For New Accounts Opened on or After 12/31/20

Effective 3/1/21 for Existing Accounts Opened Prior to 12/31/20

TABLE OF CONTENTS

	Page
BUSINESS ACCOUNT RULES, REGULATIONS AND DEPOSITOR AGREEMENT	1
Important Information About Procedures for Opening a New Account	1
Agreement	1
Liability	1
Deposits	1
Withdrawals	2
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees	3
Business, Organization and Association Accounts	4
Stop Payments	4
Telephone Transfers	4
Transfer Limitations	4
Amendments and Termination	5
Notices	5
Statements	5
Account Transfer	6
Direct Deposits	6
Temporary Account Agreement	6
Setoff	6
Restrictive Legends or Indorsements	6
Facsimile Signatures	6
Check Processing	6
Check Cashing	7
Indorsements	7
Death or Incompetence	7
Fiduciary Accounts	7
Credit Verification	7
Legal Actions Affecting Your Account	7
Account Security	7
Telephonic Instructions	8
Monitoring and Recording Telephone Calls and Consent to Receive Communications	8
Claim of Loss	8
Early Withdrawal Penalties	9
Address or Name Changes	9
Resolving Account Disputes	9
Waiver of Notices	9
Truncation, Substitute Checks, and Other Check Images	9
Remotely Created Checks	9
Unlawful Internet Gambling Notice	9
Funds Transfers	9
Pledges	11
Power of Attorney	11
Stale-Dated Checks	11
Unclaimed Property	11
Cash Transaction Reporting	11
Backup Withholding/TIN Certification	11
Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks	12
Changing Account Products	12
Transactions by Mail	12
Check Storage and Copies	12
NOW Account Organization	12
International ACH Transactions	12
FUNDS AVAILABILITY POLICY	13

BUSINESS ACCOUNT RULES, REGULATIONS AND DEPOSITOR AGREEMENT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

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 and retain it for future reference. 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, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (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. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean 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. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. 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.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in New Jersey"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

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 fees. You authorize us to deduct these charges, without notice to you, 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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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 be liable for our costs 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. This includes, but is 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. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

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"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially

paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. 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. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - 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 indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

In Pennsylvania and Delaware, Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) 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.

In New Jersey, Notice of 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 demand deposit, or from any other savings account as defined by Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. 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.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the “available balance” method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft or an NSF transaction could occur regardless of your account’s actual balance.

Your account's current balance is the amount of money in your account, including credit for the full amount of all deposits posted without regard to any portion of the deposit that may be on hold. Current Balance only reflects transactions that have “posted” to your account, but not transactions that have been authorized and are “pending”, or other payments such as checks you have written but not yet presented to us for payment. While these balance terms may sound as though the amount represents an up-to-date display of what is in your account that you can spend, that is not always the case. Any checks you have written, purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your Current Balance. The balance on your periodic statement is the current balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money “available” in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled “A temporary debit authorization hold affects your account balance.”

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the “Payment order of items” subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, through mobile banking or at an ATM, accessing your account information by phone through the Telephone Banker or Call Center, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to 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. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. 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 times we receive the item and when we return the item or send a notice in lieu of return. We need 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.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three business days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process credits first, on the day they are processed. We process checking withdrawals, prior day force posted checks second, by serial number order lowest to highest; those without serial number are sorted by batch and sequence number on the day they are processed. We process ATM/POS transactions third, on the day they are processed. We process checks fourth, by serial number order lowest to highest; those without serial number are sorted by batch and sequence number on the day they are processed. We process default debits fifth, by serial number order lowest to highest; those without serial number are sorted by batch and sequence number on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

BUSINESS, ORGANIZATION 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. You represent that you have the authority to open and conduct business on this account on behalf of the entity. 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 - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. 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. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite 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).

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. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by

means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. 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. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

In Pennsylvania, NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file.

In Delaware and New Jersey, NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, 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 must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement 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, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

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 or problem - such as an encoding error or an unexpected

deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any 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 errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, 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 - We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. 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 any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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 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.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

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 contain the required number of signatures for this purpose.

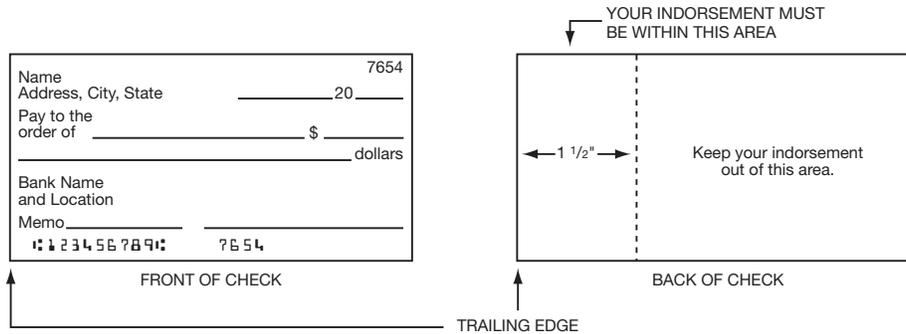
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, debit card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your

money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your 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). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of

loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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.

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.

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 UCC 4A 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. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA),

except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

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. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of 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 for 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 payment 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. If you do not provide us with timely notice 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 an 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 financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

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 to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional

until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of 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 nonsalaried agents.

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 one year of our notice to you.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest.

(There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

NOW ACCOUNT ORGANIZATION - We have organized your NOW account in a nontraditional way. Your NOW account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your NOW account operates and the way a traditionally organized NOW account operates, but this organization makes us more efficient and helps to keep costs down.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

How to Contact Us

If you believe your VISA® Debit Card, your PIN or electronic Internet password has been lost or stolen, please have your Card number or User ID ready and call us at:

610-525-1700

Monday through Friday: 7:30 A.M. to 8:00 P.M. Saturday: 9:00 A.M. to 2:00 P.M. Sunday 11:00 A.M. to 2:00 P.M.

After Hours Support Contact List

Lost or Stolen Card

To report a lost or stolen BMT Debit Card, please call 800-472-3272 to connect with an after-hours support agent.

Troubleshoot Declined Debit Card Transaction

To troubleshoot a declined transaction attempt on your BMT Debit Card, please call 800-472-3272 to connect with an after-hours support agent.

Fraud Detection Center

If you received a telephone call from the Fraud Detection Center, and wish to retrieve your message, please call 800-262-

2024. Please have your case number ready. For all other information concerning fraud or electronic fund transfers, please contact us at:

610-525-1700

Bryn Mawr Trust

Electronic Banking Department

330 East Lancaster Avenue, Wayne, PA 19087-4301

Your Responsibilities for Computer Software/Hardware and Limitation of Our Liability If you use your own computer software or hardware to communicate with our computer software or hardware in connection with the use of any of our products or services, you agree that we will not be responsible or liable for any losses or damages that you incur which are caused in whole or in part by: (1) any deficiencies, defects, or problems in your computer software or hardware; (2) any incompatibility between your computer software or hardware and our computer software or hardware; (3) any inability of your computer software or hardware to accurately process date data from, into and between centuries, including leap year calculations; or (4) any inability of your computer software or hardware to accurately process information from our computer software or hardware.

You agree to maintain the confidentiality of all PINs, login IDs, passwords, pass codes and other security information applicable to your account. You should never give the foregoing information to a third party. If you do so, you are authorizing that party to make transactions on your account, and you are responsible for those transactions. You agree to maintain all necessary procedures to prevent the disclosure of such information.

We recommend that you create a strong password for any Internet banking service with us using upper and lower-case letters, numbers, and special characters. Familiar names, personal information, such as date of birth or Social Security number, and words found in a dictionary should not be used.

You should review any account accessible by the Internet daily to detect any unauthorized transactions. To prevent unauthorized transactions, you should limit access to your computer to authorized persons. You should also install and maintain appropriate software to protect your computer from viruses, spyware, malware, trojans, worms, keystroke loggers and other harmful components. Your computer should be turned off when not in use.

FUNDS AVAILABILITY POLICY

This policy statement applies to all deposit accounts.

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. Electronic direct deposits and cash will be available on the day we receive the deposit. Once the funds are available, you may withdraw them in cash and we will use the funds to pay checks that you have written.

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. Monday through Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. Monday through Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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.

LONGER DELAYS MAY APPLY

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, 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 (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth 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 \$5,525 will not be available until the second business day after the day of your deposit.

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



Introducing BMT Courtesy Check Protection™ for Business

As part of our ongoing commitment to providing the best service to our customers, we are pleased to provide you with our overdraft protection service - BMT Courtesy Check Protection™ for Business. It's a benefit you may never require, but it's nice to know it's there if you do. And, because you automatically qualify for this service, you need to do nothing now except enjoy the peace of mind knowing that you have a safety net.

How BMT Courtesy Check Protection for Business Works

Our BMT Courtesy Check Protection covers you in situations when you inadvertently write a check or create a debit charge for more than your account balance. We'll cover your overdraft balance up to a \$1,000 limit and notify you to bring your account into a positive balance. You will also be responsible for the normal insufficient funds fee for each transaction.

Pre-authorized overdraft protection services are also available either through a Business Statement Savings Account or Business Market Rate Account. If you have one of these services, it will be accessed first, followed by BMT Courtesy Check Protection if necessary. If you have one of the above business accounts and wish to activate overdraft protection from one of them, please contact us to learn how to get started.

For More Information

I invite you to look over the following BMT Courtesy Check Protection™ for Business policy to gain a better understanding of this beneficial service. Please call us at 610.525.1700 to speak with a representative about this service or visit any branch location.

THE BRYN MAWR TRUST COMPANY COURTESY CHECK PROTECTION™ FOR BUSINESS POLICY

BMT Courtesy Check Protection for Business is a non-contractual service provided to Bryn Mawr Trust Company (Bank) Business Checking Account and Business Market Rate Account holders for business use only whose account has been determined by the Bank to be in good standing. Any or all the following criteria may define good standing: (1) your account has been open for at least 60 days; (2) you make regular deposits and bring your account to a positive balance at least once every 30 days; and (3) your account is not subject to any legal or administrative orders or levies.

BMT Courtesy Check Protection for Business provides, as a discretionary service, payment of reasonable overdrafts in your account up to a \$1,000.00 limit, although special arrangements or circumstances may change this limit. Normally, we may not approve an overdraft for you in excess of this limit plus our per item insufficient funds fee(s) (as set forth in our Schedule of Rates & Fees for Business Accounts). We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. Overdrafts can occur in any number of ways including: (1) the payment of checks, electronic funds transfers, or other withdrawal requests; (2) payments authorized by you; (3) the unpaid return of items deposited by you; (4) the deposit of items which, according to the Bank's Funds Availability Policy, are not designated as available or paid; and (5) the imposition of Bank service charges.

You will be notified by mail of any overdraft items paid or returned, however, we have no obligation to notify you prior to paying or returning any item. The total amount of any overdraft balance plus our per item insufficient funds fee(s) are owed to us and shall be due and payable on demand. As stated under the Bank's "Business Account Rules, Regulations & Depositor Agreement," we may recover the amount of the overdraft, any applicable fees, and our costs incurred in collecting the overdraft, including attorneys' fees and court costs. Notwithstanding the foregoing, the Bank's "Business Account Rules, Regulations & Depositor Agreement" will be the final determinant should conflict arise between this policy and that agreement.

BMT Courtesy Check Protection for Business will be activated only after any and all of your pre-authorized sources of Overdraft Protection have been utilized, including your other Bryn Mawr Trust Company Business Savings Accounts or Business Market Rate Accounts. As a non-contractual discretionary service, BMT Courtesy Check Protection for Business may be modified, withdrawn or discontinued at any time without prior notice.

The Bryn Mawr Trust Company
Business VISA® Debit Card Terms & Conditions

In this **Business VISA® Debit Card Terms and Conditions**, the word “Company” means the business, corporation, non-profit organization, sole proprietorship, or limited liability company named in the Business VISA® Debit Card Request Form. The word “Bank” means The Bryn Mawr Trust Company.

Designated Account(s)

The Company shall establish and maintain, as permitted by the Bank, Business Checking, Basic Business, Small Business, Nonprofit or a Business NOW Account (the “Account”).

Use of Business VISA® Debit Card

The Bank will provide up to four (4) Bryn Mawr Trust Business VISA® Debit Cards (the “Card”) to the Company for use by the designated officers, employees, and agents (the “Cardholder”) on the application. A Cardholder may use the Card to complete certain transactions, involving only the Account, which are subject to such limitations as may be established from time to time by the Bank and/or the Company. Below are the types of transactions for which the Card may be used:

ATM - A Cardholder may **access** the Account by ATM using the Card and PIN at Accel® or CIRRUS® ATMs, or other ATM networks which may be added, to make cash withdrawals from the Account, balance inquiries regarding the Account, and any other transactions added from time to time by the Bank. ATM DEPOSITS ARE ONLY PERMITTED FOR SMALL BUSINESS ACCOUNTS.

Point of Sale - A Cardholder may access the Account using the Card and PIN at any retail establishment (the “Merchant”) where Accel® or other networks are accepted by the Merchant to purchase goods and services (in person or by phone), pay for services (in person or by phone), or get cash from a Merchant (if the Merchant permits) or from a participating financial institution. When a Cardholder completes a Point of Sale transaction, the Cardholder will be requesting the Bank to withdraw funds from the Account in the amount of the purchase and directing or ordering the Bank to pay these funds to the Merchant.

VISA® Debit Card - A Cardholder may also access the Account for purchases (in person or by phone) using the Card everywhere that VISA® debit cards are accepted. You may also use your VISA® Check Card for Non-Visa® Debit Transactions (PINless Debit) through the Accel® debit network for such transactions as pinless bill payment debits and credits for specific merchant types such as utility, property management, and government payments. PINless Debits through the Accel® debit network are not required to be authenticated by a PIN. You may initiate PINless Debits by initiating a bill payment transaction directly with a merchant, such as via telephone VRU (Voice Response Unit), the merchant’s Internet site, inbound customer service, and kiosk locations.

Once a Card has been issued, it cannot be transferred to another person. The Company agrees to immediately notify the Bank when the Company terminates a Cardholder’s rights and promptly return the Card to the Bank.

The Company agrees that the Card is being issued for business purposes only to conduct Card transactions on business accounts. Therefore, the provisions of Regulation E (Electronic Funds Transfer Act) do not apply to this Card relationship. The Card may not be used to access an account of a natural person established primarily for personal, family, or household purposes.

Use of Personal Identification Number

The person(s) designated by the Company on the application to act as the Cardholder for the Account must select a Personal Identification Number (PIN) for each card. The Company acknowledges that the PIN which the Cardholder uses with the Card is the Cardholder’s signature, identifies the bearer or user of the Card to the Accel®, Cirrus®, or other ATM networks, and authenticates and validates the directions given. The Company also understands that a Merchant who accepts the Card for Point of Sale

transactions may have an electronic terminal (Merchant operated or self-service) which requires the use of a PIN and when a Cardholder's PIN is used at a Merchant's terminal, it will authenticate and validate the directions given by the Cardholder. The Company acknowledges that the Cardholder's PIN with the Card is a security method by which we are helping the Company to maintain the security of its account(s). Therefore, THE COMPANY AGREES TO TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT CARDHOLDERS' PINS ARE PROTECTED.

Limitations on the Use of the Card

Unless otherwise restricted, a Cardholder may use the Card at an ATM to withdraw a minimum total daily limit of \$760 each calendar day per Card. ATM DEPOSITS ARE ONLY PERMITTED FOR SMALL BUSINESS ACCOUNTS. The daily withdrawal limit includes all withdrawals on any one Card. VISA® Check Card transactions from authorized Merchants are limited to a minimum total daily limit of \$2,500 each calendar day per Card (less any pending transactions not yet settled) and Point-of-Sale transactions from authorized Merchants are limited to an additional minimum total daily limit of \$760 each calendar day per Card. Higher daily withdrawal limitations may be available upon request subject to Bank approval. A Cardholder may NOT use the Card for a transaction that would cause the balance in the Account to fall below zero or to perform any transaction that is deemed illegal. A violation of these terms may result in termination of the Agreement. For security reasons, there are certain limitations on the frequency of use of the Card each business day. These limitations cannot be revealed to the Company for security reasons.

The Bank may impose additional restrictions on the Cardholder if the Bank deems such restrictions are necessary to safeguard the Card against misuse or if the Company or any of its Cardholders have failed to follow proper procedures.

Overdrafts

In the event that use of the Card(s) results in an overdraft on the Account, the Bank will charge the overdraft against other deposits belonging to the Company. Further, should the Company's Account be overdrawn, the Bank may return unpaid checks drawn on the Account and for each check returned the Bank may assess a fee. Overdrafts that occur on the Account will be governed by the Depositor's Agreement, or this Agreement as applicable.

International Transactions

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

A 1% International Service Assessment Fee will be assessed on all transactions (international purchases, credit vouchers, and cash disbursement original and reversal transactions) where the merchant country differs from the country of the card issuer, regardless of whether or not a currency conversion is involved. The total transaction amount (including the International Service Assessment Fee) will appear as a single transaction on your account statement.

Fees

The Bank may impose a monthly fee per Card whether or not the Card is used during the monthly statement cycle. The Bank will also charge a fee to replace a lost or stolen Card. The Company will be informed of the applicable fees when it requests a Card. The Company agrees to pay the fees to the Bank as set forth from time to time in the Bank's Schedule of Service Fees and such other fees as may be established from time to time by the Bank.

When a Cardholder uses an ATM not owned by the Bank, the Company may be charged a fee by the ATM operator or any network used to complete the transfer (and the Company may be charged a fee for a balance inquiry).

Record of Transactions/Statements

At the time of the transaction, the Cardholder will receive a printed receipt for each ATM, Point of Sale, and VISA® Check Card transaction that it makes. The Company will receive a monthly statement from the Bank for the Account that will include a record of transactions, and any fees imposed for such transactions, made using the Card. This information should be compared to receipts from Merchants and ATMs to insure that transactions were processed correctly.

Business Days

The Bank's business days are Monday through Friday. Holidays are not included.

Limitations On the Bank's Liability

The Bank makes no representations, warranties or guarantees, expressed or implied, concerning the operations of the Bank's electronic banking system or any portion of this Agreement. In performing the services of this Agreement, the Bank shall not be liable or responsible for any errors, delays, equipment malfunctions or any other acts or omissions unless the Company proves that such events were caused by the Bank's willful misconduct or gross negligence and caused actual losses to the Company. In addition, the Bank shall not be liable or responsible for delays or errors occurring by reason or circumstances beyond its control. The Bank will not be liable for any consequential or incidental damages resulting from the unauthorized use of the Card. There may be other limitations on our liability.

Zero Liability and Provisional Credit Policy

Tell the Bank AT ONCE if the Company believes its Card(s) and/or PIN(s) has been lost or stolen, or it believes any of them are in the possession of an unauthorized person. Telephoning the Bank is the best way to keep losses down. The Company could lose all the money in its Account(s) if the Company takes no action to notify the Bank of the loss of the Card(s) and/or PIN(s). If the Company Card(s) and/or PIN(s) are lost, stolen, or used without the Company's permission, the Company agrees to notify the Bank immediately. The Company may not be liable for any unauthorized transactions¹ if it notifies the Bank promptly. The Bank must hear from the Company no later than 60 days after the Bank sent the FIRST statement showing an unauthorized Visa transaction or the Bank will be entitled to treat the information in the statement as correct, and the Company will be precluded from asserting any claim against the Bank.

Upon notification from the Company of unauthorized Visa transactions, the Bank will limit the Company's liability for those transactions to zero. The VISA® Zero Liability does not apply to PINless Debit transactions. In evaluating the Company's claim, the Bank will consider whether gross negligence on the Company's part contributed to the transaction(s) in question. If, based on substantial evidence, the Bank reasonably determines that the Company was grossly negligent or fraudulent in the handling of the Card or its Account, the Company's liability will be increased.

The Bank will provisionally credit the Company's account for unauthorized Visa transactions within five business days of the Company's notification to the Bank unless the Bank determines that the circumstances or the Company's account history warrants a delay. If the Company tells the Bank orally, the Bank may require that the Company send its complaint or question in writing within five business days. If the Bank asks the Company to put its complaint or questions in writing and the Bank does not receive it within five business days, the Bank will not re-credit the Company's account. If the Bank credits the Company's account with funds while conducting the investigation, the Company must repay those funds to the Bank if the Bank determines that no error has occurred.

¹ "Unauthorized transaction" does NOT include any transaction conducted by a co-owner of the Company, any Cardholder, any person authorized by a Cardholder, or any other person with an interest in or authority to transact business on the Account. Additionally, any transaction by a Cardholder that exceeds the authority given by the Company will not be considered an unauthorized transaction.

Representations and Warranties

THE COMPANY REPRESENTS AND WARRANTS TO THE BANK:

- Cards issued to Cardholders under this Agreement and the associated Card numbers and PINs will be used to purchase goods and services or to obtain cash exclusively for business purposes and only in strict compliance with the terms and conditions provided in this Agreement.
- All financial and other information which the Company provides to the Bank from time to time is, and will continue to be, true and accurate. The Company will inform the Bank promptly in writing of any material changes in this information or its financial condition.
- The Company will not become a party to any restructuring of its form of business or participate in any consolidation, merger, liquidation, or dissolution without prior notice to the Bank.
- The Company will notify the Bank, in writing, of any intended change of name, use of any trade name, and the effective date of such change.
- No action or proceeding is pending against the Company, which might result in any material or adverse change in its business operations or financial condition. The Company has not violated, and will not in the future violate, any applicable federal, state, or other laws or regulations that may materially and adversely affect its business operations or financial condition.
- The Company and its Cardholders will keep PIN(s) confidential and not disclose it/them to any other unauthorized person(s).

Changing or Terminating our Agreements

The Company may terminate this Agreement at any time by providing the Bank written notice and also returning the Card(s), which have been issued in connection with the Company's designated Account. The Bank has the right to change or terminate this Agreement or cancel any of the Cards any time without notice. All Cards will remain Bank property and must immediately be surrendered to the Bank at such time as this Agreement is terminated, the designated Account is closed, or the Card is cancelled.

Resolution of Dispute

In the event any dispute or claim arises between the Company and the Bank under this Agreement, the Company or the Bank have the right, to the extent permitted by the Federal Arbitration Act 9 U.S.C. §1-16, to have the dispute or claim decided by binding arbitration. Arbitration is an alternative procedure for resolving disputes without a judge or jury. To initiate arbitration, a written notice must be mailed or delivered to the other party. Any arbitration hearing will take place in Bryn Mawr, Montgomery County, Pennsylvania and shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. Each party shall select an arbitrator and the two arbitrators selected by the parties then shall select a third arbitrator. All costs of the arbitration shall be the responsibility of the losing party. Any judgment, decision, or ruling made by the arbitrators shall be final and may be enforced in any court that has legal authority to enforce the arbitration result.

The Bank does not need to invoke arbitration in order to exercise self-help remedies or pursue corrective action and other remedies of a non-judicial nature, including the Bank's right of set-off. In addition, arbitration will not be available for any action or proceeding where the Bank is seeking to recover or

foreclose upon any collateral that secures the Company's obligations to the Bank. The Bank may request a court order or agency to grant ancillary remedies or equitable relief of any nature without resorting to arbitration. The Bank also retains the right before, during, or after the outcome of any arbitration proceeding to obtain provisional or ancillary remedies from a court that relate in any fashion to the arbitration process.

Damages and Attorneys' Fees

The Company will be liable for any loss or damages resulting from its breach of this Agreement or to which its negligence contributed. The Company will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any Cardholder, or any of its current or former authorized Account signers. If the Bank undertakes collection or legal action to enforce its remedies or any arbitration provisions under the terms of this Agreement, the Company agrees to pay the Bank's attorneys' fees, expenses, and litigation costs unless prohibited by law.

Disclosure of Information to Third Parties

In the ordinary course of business, the Bank discloses information to third parties about the Company's Account or transactions the Company makes:

- Where it is necessary to complete transactions or transfers to or from the Company's Account, or to resolve errors;
- To verify the existence and standing of the Company's Account for a third party, such as a credit bureau or merchant;
- In order to comply with government or administrative agency summonses, subpoenas, or court orders;
- In the course of a review by Federal or State Banking Examiners; and/or
- If the Company gives the Bank written permission.

Last Known Address

All notices from the Bank will be effective when the Bank has mailed them to the last address that it has for the Company on its records.

Refunds and Purchases

No cash refunds will be made to the Company on purchases made with the Card. Any refund to the Company by a Merchant or seller of goods or services must be made on a credit voucher signed by the Company and submitted to the Bank by the Merchant or seller. The amount of the Company's credit will be indicated on the monthly Account statement.

Claims Against Merchants

Any claims concerning property or services purchased with the Card must be resolved by the Company directly with the Merchant or seller who accepted the Card, and any claim or defense which the Company asserts will not relieve the Company of its obligation to pay the Bank the total amount of the sales slip.

No Right to Stop Payment

The Company is not permitted to stop payment on any purchase made through the use of the Card.

Deposits After Account Closed

The Bank may accept deposits to the Account after the Account is closed in order to pay outstanding and unpaid purchases through the use of the Card. However, acceptance of any deposit does not automatically reactivate the Account.

Governing Law

The laws of Pennsylvania and applicable federal laws will govern this Agreement. The Company consents to the jurisdiction and venue of any court located in the Commonwealth of Pennsylvania if the Bank is required to bring any legal proceeding pertaining to this Agreement. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Contact Us

If you believe your VISA® Debit Card, your PIN or electronic Internet password has been lost or stolen, please have your Card number or User ID ready and call us at:

610-525-1700

Monday through Friday: 7:30 A.M. to 8:00 P.M. Saturday: 9:00 A.M. to 2:00 P.M. Sunday 11:00 A.M. to 2:00 P.M.

After Hours Support Contact List

Lost or Stolen Card

To report a lost or stolen BMT Debit Card, please call 800-472-3272 to connect with an after-hours support agent.

Troubleshoot Declined Debit Card Transaction

To troubleshoot a declined transaction attempt on your BMT Debit Card, please call 800-472-3272 to connect with an afterhours support agent.

Fraud Detection Center

If you received a telephone call from the Fraud Detection Center, and wish to retrieve your message, please call 800-262-2024. Please have your case number ready. For all other information concerning fraud or electronic fund transfers, please contact us at:

610-525-1700

Bryn Mawr Trust

Electronic Banking Department

330 East Lancaster Avenue, Wayne, PA 19087-4301



Business Accounts Schedule of Service Fees

Effective: November 17, 2020

All fees are per item, except where noted

Check Printing	Varies by style selected
Stop Payment (includes ACH and electronic bill payment items)	\$37.00 **
Treasurer's Check	\$10.00
Money Order	\$5.00
Counter Check	\$1.00
Special Statement	\$8.00
Special Handling Statement	\$8.00 per month
Statement Reproduction (with and without checks)	\$8.00
Account Reconciliation / Research Fee (per hour)	\$30.00
Check / Deposit Item Reproduction	\$5.00
Coupon Envelope	\$10.00
Coupon Envelope Returned	\$35.00
Foreign Drafts	\$50.00
Electronic Bill Payment Photo Request	\$10.00
Medallion Stamp	\$5.00
ACH Revoked Authorization	\$20.00 per revocation**
ACH Block (Debit or Credit)	\$20.00 per month **
ACH Block with Filter (Debit or Credit)	\$25.00 per month **
CD ROM Check Images	\$40.00 per month **
Zero Balance/Target Balance Account	\$15.00 per month **
BMT Sweep Account (One Account)	\$75.00 per month **
BMT Sweep Account (Two Accounts)	\$100.00 per month **
BMT Sweep Account (Three Accounts)	\$125.00 per month **
EDI Reporting	\$5.00 per report ** \$25.00 max per month
Small Business Online Banking	
• Small Business Online Banking	\$0.00
• Overnight Check	\$19.95
• External Transfer Money out of Bryn Mawr Trust	\$3.00
• Same-Day Bill Pay (N/A at all merchant payees)	\$12.00
Small Business Online Banking Popmoney®	
• 3 Day Process	\$1.00
• Next Day Process	\$1.50
• Popmoney® Instant Payment (Bryn Mawr Trust to Bryn Mawr Trust)	\$2.50
• Popmoney® 3 Day Process Request Money Fee	\$0.50

Commercial / Cash Management Online Banking (excludes business analysis accounts)	
• Basic Commercial Online Banking Access	\$15.00 per month
• Wire Manager Module (Cash Management Wire Service)	\$30.00 per month
• ACH Manager Module (Cash Management ACH Service)	\$30.00 per month
• Full Cash Management (ACH & Wire Manager Modules)	\$50.00 per month
Commercial / Cash Management Online Banking for business analysis accounts	
• Basic	\$25.00 per month **
• Cash Management (ACH and / or Wire Manager Modules)	\$50.00 per month **
Wire Transfers US Dollars	
• Incoming US Dollars	\$15.00 **
• Outgoing Domestic US Dollars	\$30.00 **
• Outgoing International US Dollars	\$45.00 **
• Outgoing Domestic US Dollars (via Wire Manager in Comm. OLB)	\$20.00 **
• Outgoing International US Dollars (via Wire Manager in Comm. OLB)	\$45.00 **
Wire Transfers Foreign Currency	
• Incoming Foreign Currency	\$15.00 **
• Outgoing Foreign Currency	\$25.00 **
e-Z Banking Remote Deposit	
• Single Feed Scanner	\$25.00 per month **
• Multi Feed Scanner	\$50.00 per month **
Positive Pay	
• 1 Account Maintenance	\$75.00 per month **
• 2 Account Maintenance	\$40.00 per acct/per mo.**
• 3+ Account Maintenance	\$30.00 per acct/per mo.**
Positive Pay Per Item Fee	\$0.05**
Positive Pay Payee Per Item Fee	\$0.15**
Collection Items	
• US Dollar and Qualified Foreign Currency Check (Items <\$100,000)	\$15.00
• US Dollar and Foreign Currency Check (\$100,000+ via Direct Collection)	\$75.00
• International Check Returned	\$35.00
• Municipal Bond	\$30.00
Tax Levy	\$200.00
Writs / Attachments / Garnishments	\$200.00
Telephone Transfers (recorded line)	\$5.00 **
Loan Payment by Phone	\$10.00 **
Escheat Fee	\$75.00
Money Market & Savings Accounts Excess Debit Fee per occurrence	\$15.00
Bank Card Replacement Fee	\$10.00
Coin and Currency Charge for Business Clients	See Manager for details
Foreign Currency	See Manager for details

Overdraft Fees

Overdrafts may occur in any number of ways including:

- (1) the payment of checks, electronic funds transfers, withdrawals at an ATM, or other withdrawal requests
- (2) payments authorized by you
- (3) the unpaid return of items deposited by you
- (4) the payment of checks/items against funds which, according to the Bank's Funds Availability Policy, are not designated as available or paid
- (5) the imposition of Bank service charges

Returned UCF or hold item fee (check/item returned for uncollected funds or hold)	\$37.00 *
Paid UCF or hold item fee (check/item paid against uncollected funds or hold)	\$37.00 *
Returned NSF/OD item fee (check/item returned for insufficient funds or postdating)	\$37.00 *
Paid NSF/OD item fee (check/item paid causing an overdraft or paid under Courtesy Check Protection)	\$37.00 *
<i>Daily Sustained Overdraft Fee (assessed each business day once an account has an overdrawn status for 5 consecutive calendar days)</i>	\$7.00
Overdraft Protection (per transfer from savings, checking or money market)	\$12.00
Overdraft Protection (per transfer from small business line of credit)	\$12.00
Deposited Item Returned (includes ACH items)	\$15.00 **

* Per UCF/NSF/OD items to a daily maximum of \$222.00
** For business analysis accounts: fee may be offset by earnings credit

NON-CUSTOMER FEES	
Non-Customer BMT Check Cashing Fee (per check)	\$7.00
