

DEPOSIT AGREEMENT

INTRODUCTION: By signing a Signature Card and opening an Account with the Financial Institution, Depositor will be deemed to have agreed to and accepted all of the terms and conditions in this Deposit Agreement and other account-opening documents that are applicable to the Account. "You" and "Your" refer to the Depositor (whether one or more). "We," "Us" and "Our" refer to the Financial Institution.

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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

IDENTIFYING AND VERIFYING BENEFICIAL OWNER(S) OF LEGAL ENTITY CUSTOMERS: To help the government fight financial crime, federal law requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal customers (unless excluded by the law) at the time a new account is opened. What this means for you: When a legal entity opens an account we will ask for the name, address, date of birth, and other information that will allow us to identify the beneficial owners and control individual of the legal entity. We will request ownership information and may ask for copies of the beneficial owners' and control individual's driver's licenses or other identifying documents. The individual opening the account will be asked to certify this information.

AGREEMENT: This Agreement, and any other documents provided to you at account opening, establish the rules governing your account and related services. Please read these documents carefully and retain them for future reference. (a) This Deposit Agreement is governed by federal law and regulations, the laws of the state where the Financial Institution's main office is located, applicable rules and regulations established by the Federal Reserve, applicable payment systems, clearinghouses, and general banking practices. Where a law, regulation or rule can be varied by agreement, the terms of this Agreement will control with respect to the Account. If this Agreement conflicts with any oral information provided by one of our employees, this Agreement will govern. If any provision of this Agreement is or becomes illegal or unenforceable in whole or in part for any reason, or is held by a court of competent jurisdiction to be contrary to law, such provision will be modified or deemed deleted from this Agreement and the remaining provisions shall not in any way be effected or impaired thereby. If we permit a variation from this Agreement, such variations shall be evidenced in an additional written agreement with you. (b) Ownership of this Account cannot be transferred to another party without our written consent. (c) Subject to any signature number requirements, any Depositor or Authorized Signer may close the Account at any time but all Depositors shall remain liable for all accrued charges and for the amount of all checks or other items drawn against the Account whether drawn before or after the Account is closed. We may also close the Account at any time by giving notice and mailing Account balance to you. We reserve the right to refuse deposits into this Account. (d) We have the right to offset without notice or consent any funds of Depositor against any indebtedness due us from Depositor, unless prohibited by law. (e) Notice to any Depositor or Authorized Signer is notice to all Depositors and Authorized Signers. (f) We reserve the right to amend at any time this Agreement, the Schedule of Fees and Charges, the Funds Availability Policy, the Electronic Fund Transfers Agreement and Disclosure, and other terms and conditions of the Account by giving you notice in accordance with timeframes prescribed by applicable law or regulation. Such notifications will be mailed to your last known address as shown in our records. Continued use of the account or related service following such notification of amendment constitutes your acceptance. (g) Further information concerning this Account may be contained in other document(s) received concurrently with this Agreement.

ENFORCEMENT OF THIS AGREEMENT: You agree to pay all attorneys' fees, costs and expenses we may incur in enforcing any rights we have under the terms of this Agreement or any law, rule or regulation applicable to your Account. You also agree to pay all attorneys' fees, costs and expenses that we may incur as the result of any claim or action made against us by you or on your behalf related to your Account where we are found not to be liable for such claim. Every person designated as an Authorized Signer shall have unlimited access to the proceeds in the Account and shall be authorized to initiate any type of transaction of any nature whatsoever. You agree to notify us in writing of your intention to add or delete an Authorized Signer from the Account and we shall not be liable for any loss or damage suffered by you for actions taken by us before receipt of the written notification of change.

FINANCIAL INSTITUTION'S LIABILITY: We agree to use ordinary care in handling your Account. You recognize and agree that ordinary care does not mean error free. We will not be liable beyond ordinary care. We will not be liable for any losses arising out of mistakes, omissions, delays or errors caused by circumstances beyond our control. We will not be liable under any circumstances for lost profits, lost savings, special, incidental, consequential or punitive damages arising out of the handling of your Account.

SAVINGS ACCOUNTS AND OTHER INTEREST BEARING ACCOUNTS: We reserve the right to change at any time and at our sole discretion the interest rate, the annual percentage yield and the compounding frequency on interest bearing accounts covered by this Agreement. Withdrawals from interest bearing accounts will generally be paid on demand; however, we reserve the right to require 7 days written notice of withdrawal. Certificate of deposit accounts are subject to penalty for withdrawals prior to maturity and/or outside of disclosed grace periods. See your Truth in Savings disclosure for penalty details. If the Account is a "savings deposit" (e.g., a passbook

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savings account, a statement savings accounts or money market deposit account) then no more than six transfers and/or withdrawals may be made from the Account during any month or statement cycle by check, draft, debit card, ACH, bill payment, online banking or similar order to a third party.

For Depositors who continue to violate these limits after having been contacted by the Financial Institution, the Financial Institution (in accordance with federal regulations) will either close the Account and place the funds in another account that the Depositor is eligible to maintain (such as a non-interest-bearing account or a NOW account) or take away the transfer and draft capacities of the Account. Consult the Schedule of Fees for fees related to excess withdrawals.

DEPOSITS AND WITHDRAWALS: The Financial Institution is authorized to receive deposits and to recognize signatures as set forth on your Account Signature Card in the payment of checks, the withdrawal of funds and in transaction of business for this Account. All deposits, payments and transfers executed by any means are subject to proof and verification by Financial Institution. An Authorized Signer (including Convenience Signer) will have authority to conduct any and all business and transactions on behalf of Depositor with respect to the Account, as provided herein, until Depositor signs a new deposit agreement which does not name such person as an Authorized Signer or Depositor removes such person from the Signature Card by a handwritten notation that is dated and initialed by Depositor. The authority of Authorized Signers will be exercisable notwithstanding the subsequent disability or incapacity of Depositor. Financial Institution undertakes no obligation to monitor transactions by Authorized Signers to determine that they are on Depositor's behalf. Authorized Signers have no ownership rights or interests in or to the Account.

DEPOSITS: In accepting checks and other items for deposit, Financial Institution acts only as collecting agent for Depositor and assumes no responsibilities beyond exercise of ordinary care. All checks and other items are credited to Account subject to receipt of proceeds of final payment in cash or its equivalent by Financial Institution. Deposits may be made by mail or in person at the Financial Institution or, if allowed, at an automated teller machine (ATM) if you have an ATM card with an electronic funds transfer option. The Financial Institution shall not be construed to have received deposits sent by mail or placed in night depository or made at an ATM until the Financial Institution has either received actual delivery of the deposits from the U.S. Post Office or has removed deposits from the night depository or the ATM. While the deposit is lodged in the night depository or the ATM, the Financial Institution shall be deemed a gratuitous bailee. Deposits made after our established cutoff time(s) will be processed the following business day. We reserve the right to charge your Account for any check or other item deposited and subsequently returned as unpaid. We may impose the service charge published in our fee schedule for such a returned item. At our option, we may refuse a deposit, or in certain cases, including but not limited to foreign currency items, accept it only for collection. Deposits made in foreign currency will be converted into U.S. dollars. Because of fluctuations in foreign exchange rates, the conversion rate on the processing date may differ from the rate in effect on the transaction or posting date.

FUND TRANSFERS: The Financial Institution will accept and execute fund transfer payment orders from or for Depositor or an Authorized Signer only as set forth by the banking laws and regulations governing fund transfers. A transfer of funds from one of your accounts to another of your accounts at the Financial Institution may be made by telephonic instructions given by the same persons and under the same conditions that a written transfer request could be made. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If we receive a credit to an account you have with us by wire, we are not required to give you any notice of the credit.

DISCLOSURES REGARDING ELECTRONIC "WHOLESALE CREDIT" TRANSACTIONS (SUBJECT TO UNIFORM COMMERCIAL CODE ARTICLE 4A): Provisional Payment: Credit given by us to you with respect to an Automated Clearing House (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Notice of Receipt of Entry: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statements we provide to you. Choice of Law: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

PAYMENT AND PROCESSING: Financial Institution may pay any check or other withdrawal request on your Account when that check or request is signed by you or an Authorized Signer or is otherwise authorized by you or an Authorized Signer. You understand and agree that Financial Institution processes items using automated check processing methods which do not include manual examination of items

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before they are paid. You agree that the use of the automated process by the Financial Institution is reasonable and appropriate and is not a failure to exercise ordinary care and that consideration for your agreement is reflected in the amount of service charges paid under this Agreement. Except where the Financial Institution fails to use ordinary care in paying checks or drafts with forged signatures, the Depositor shall hold the Financial Institution harmless for forgeries that cannot be detected by the Financial Institution through normal banking procedures, including but not limited to facsimile signatures, desktop publishing or other computer generated or aided signatures, positive pay arrangements where presentment is made through computer modem, checks and drafts truncated at another collecting institution, and situations where the Financial Institution, consistent with the practice of other banks in the industry, does not scrutinize Depositor's signatures. You understand that we will not manually review items for the purpose of enforcing multiple signatures unless we agree to do so in writing and we may assess additional fees for providing that service. If you write a check to multiple payees, you agree that we may honor the check without confirming that all payees have indorsed the item unless you notify us in writing that all payees must indorse the item. The Financial Institution may, in its discretion, refuse to cash any check or other item payable to you or indorsed to you. If the Financial Institution cashes any such check or other item and it is returned unpaid, you authorize the Financial Institution to deduct such amount from any account maintained by you whether individually or jointly, just as if the check or item has been deposited to the account being charged. Financial Institution may process checks and other debit items on your Account in any order Financial Institution chooses, whether or not there are sufficient funds available in your Account to cover all such items. Our general policy ("Policy") for the order in which a check or other item is paid is set forth in this Deposit Agreement. We may, in our sole discretion, change our Policy from time to time upon prior written notice. Notwithstanding our general Policy, the following items may be paid first and in no particular order: items cashed at the Financial Institution or its affiliates, items used to purchase official checks, money orders and travelers' cheques at the Financial Institution or its affiliates; ATM, debit card and point of sale (POS) transactions. You acknowledge and agree that the Policy is reasonable and appropriate and that we are acting in good faith (i) if we pay checks pursuant to the Policy and (ii) if there are not sufficient collected funds in your Account to pay the checks we receive, and we pay certain checks from collected funds and elect, in our sole discretion, to pay other checks as overdrafts (charging fees for such overdrafts), then in such circumstances, the checks and overdrafts would be paid pursuant to our Policy. You further acknowledge and agree that it is your responsibility to have sufficient collected funds available in your Account to pay the checks drawn on your Account and that if there are not sufficient collected funds, we are not obligated to pay checks which would result in an overdraft and that the Policy does not create any such obligation. You agree not to use any restrictive terms or legends on your checks (for example, but not limited to, time limitations for presentment or preprinted amount limitations). In the event you do so despite the terms of this Agreement, you represent and warrant that the restrictions have been placed thereon for your own use, and Financial Institution is not bound thereby. You agree that Financial Institution may process such checks without regard to any such legend or restriction, and Financial Institution will not be liable for any damages caused by its payment of such a debit. You agree that consideration for your agreement not to use such checks is reflected in the amount of service charges paid under this Agreement. The Financial Institution may process a photocopy image of a check or item, or an electronic debit produced from the information on the check or item, including a returned check or item, as if it were an original. Financial Institution may enter into an agreement for electronic presentment and you agree to be bound by the terms of such an agreement and authorize payment of an image of an item or other presentment notice on your Account. If you use a facsimile signature or mark made by a machine, stamp, electronic device, computer or other device other than a handwritten signature, in any instance, even if not specifically provided for in this Agreement, the Financial Institution may act on any item with such signature or mark regardless of by whose act or by which means such signature or mark appears on the check or other item and regardless of whether you authorized the use of such signature or mark. You must notify us immediately if you believe your facsimile signature is or has been misused. The Financial Institution will not be liable and will not recredit your Account for the amount of any check or withdrawal or other damages you may suffer because of such forged or unauthorized signature mark. Financial Institution reserves the right to require use of checks that conform to the Financial Institution's standards.

NON-SUFFICIENT FUNDS: If a check or other item is presented to the Financial Institution for payment and the amount thereof exceeds the balance in your Account, your Account will be overdrawn and the Financial Institution may return your check or item for insufficient funds (NSF). Your Account may lack sufficient funds for various reasons, including, but not limited to, the fact that you have not made sufficient deposits to cover your checks, deposit funds are not available for withdrawal according to the Financial Institution's Funds Availability Policy, or the fact that there are funds in your Account for which the Financial Institution has not received settlement (i.e. checks drawn on other financial institutions that have been deposited to your Account but which have not yet been paid by the other financial institutions). Anytime your Account (including any available deposit or credit account approved to provide overdraft protection) does not contain sufficient funds to pay checks, drafts or other debits presented to the Financial Institution for payment, the Financial Institution will charge a fee to your Account for each check or item presented, even if the Financial Institution does not pay those checks or items. You agree to pay the Financial Institution's current fees for nonsufficient funds processing as provided in the Schedule of Fees and Charges for your Account, and agree to deposit sufficient funds to cover any overdraft and unpaid fees upon notice of the overdraft. You also agree to reimburse the Financial Institution for any costs the Financial Institution incurs in collecting an overdraft from you including, without limitation, reasonable attorney fees and the costs of litigation, to the extent permitted by law. In its discretion, Financial Institution may elect to pay checks which result in a ledger overdraft or pay checks which are drawn against uncollected funds. If Financial Institution elects to pay the Account into overdraft on any one or more occasions, you understand that we may charge an overdraft fee and

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it shall not be considered a waiver of Financial Institution's right to refuse to do so at any other time nor shall such action be considered an agreement by Financial Institution to pay future checks creating an overdraft. You should ask us about overdraft services we offer, if any. You agree that Financial Institution's failure to pay a check which would cause overdraft, in the absence of a binding agreement to do so, is not a wrongful dishonor of any item that Financial Institution refuses to pay.

STOP PAYMENT: A stop payment order must be received in time to provide a reasonable period for Financial Institution to take appropriate action, and must include accurate information on payee, amount and number of account and check. A stop payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order may be renewed for additional six-month periods by written notice given to the Financial Institution within a period during which the stop payment order is effective. A stop payment order for an item drawn pursuant to a preauthorized payment will apply only to the payment you designate to be stopped. To terminate a periodic payment authorization on the Account, you should do so with the person or company to whom you have been making payment in accordance with the authorization agreement. If you are unable to terminate the preauthorized payments through such person or company, you should contact the Financial Institution for further instructions. If the Financial Institution honors a stop payment order on a check or other item, Depositor agrees to hold the Financial Institution harmless for all expenses incurred as a result thereof. Any Depositor or Authorized Signer has the authority to stop payment of any item, including those signed by any other Depositor or Authorized Signer. You further agree that if, by reason of the Financial Institution's payment over such stop payment order, any other items drawn by you are returned for insufficient funds, the Financial Institution shall not be liable for such returned items. In any event, you agree that the Financial Institution will not be liable for more than the face value of the check or your actual damages, whichever is less. If this is a joint account, we will accept a stop payment order from any of the joint owners regardless of who signed the check. In the event that Financial Institution pays a check or item over a valid stop payment order and you prove that you have sustained a loss as a result of paying the check or item, you agree to assist Financial Institution in collection of the proceeds of the check or item from the party receiving payment. If the Financial Institution pays a check or item over a valid notice of stop payment, the Financial Institution may require proof that you have sustained a loss as a result of paying the check or item before the Financial Institution re-credits your Account. If the Financial Institution re-credits your Account after paying a check or other item over a valid and timely notice of stop payment, you agree to transfer to the Financial Institution all of your rights against the payee or the holder of the check or item and to assist the Financial Institution in legal action against such payee or holder.

POSTDATED AND STALE CHECKS: The Financial Institution maintains the option to either pay or dishonor any stale check or item (i.e., a check or item more than six months old) upon presentation to the Financial Institution. The Financial Institution does not recommend that you issue a postdated check or item (i.e., a check or item bearing a date later than the actual calendar date which the check or item is written) as a means of payment. If you do issue a postdated check or item, you agree that the Financial Institution will not be liable to you for charging your Account before the indicated date on a properly payable but postdated check or item unless you notify the Financial Institution of its issuance and direct the Financial Institution to return the check or item unpaid if it is presented before the date on the check or item. You may notify the Financial Institution by mail, telephone or in person at the Financial Institution. The Financial Institution has a reasonable time after receiving your completed notice of postdated check or item to act on it before it becomes effective. Your notice of postdated check or item comes too late if it is received, and a reasonable time for the Financial Institution to act on it expires, after the earliest of the time the Financial Institution pays, accepts, certifies, settles for (without a right to revoke the settlement) or otherwise becomes accountable for the check or item, or the cutoff hour on the next banking day after the check or item is presented for payment. For purposes of this Deposit Agreement, the cutoff hour shall be one hour after the opening of the banking day or such other cutoff hour as the Financial Institution may set from time to time. A written notice of postdated check or item will be effective for six months and can be renewed thereafter by written request. If not renewed, the notice of postdated check or item will lapse at the end of the six month period and the check or item may be paid by the Financial Institution even though the check or item is presented before the date on the check or item. If you place a notice of postdated check or item by telephone, you must confirm it in writing within fourteen calendar days. If you do not confirm it in writing within that period, the Financial Institution may then disregard the notice. The notice of postdated checks or items is not a stop payment order on the above described check or item and you agree that the check or item is properly payable on or after the date on the check or item. The Financial Institution will not be responsible if the information you give it is not correct or if you fail to give any other reasonable information regarding the check or item and it is paid prior to the indicated date. It is essential that when giving the Financial Institution a notice of postdated check or item, you describe the amount of the check or item exactly to the penny and provide the Financial Institution with the correct check or item number. If you do not do so, you agree Financial Institution will not be responsible if the Financial Institution is unable to stop payment of the check or item. Further, you agree that if, by reason of the Financial Institution's payment over such notice of a postdated check or item, any other checks or items drawn by you are returned for insufficient funds, the Financial Institution shall not be liable for such returned checks or items. In any event, you agree that the Financial Institution will not be liable for more than the face value of the checks or items or your actual damages, whichever is less. In the event that the Financial Institution pays a check or item over a valid notice of a postdated check or item, the Financial Institution may require you to prove you have sustained a loss as a result of paying the check or item before the Financial Institution recredits your Account. If the Financial Institution recredits your Account after paying a postdated check or item over a valid and timely notice, you agree to transfer to the Financial Institution all of your rights against the payee or other holder of the check or item and to assist the

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Financial Institution in legal action taken against that person or organization later on. Any Depositor or Authorized Signer may release or cancel a notice of postdated check or item, whether or not that person issued the notice of postdated check or item. You agree to pay the fee for handling postdated checks or items as specified in the Schedule of Fees and Charges and further agree that such fee may be charged to your Account.

INDORSEMENTS: You agree that we may accept for deposit any item payable to you regardless of whether you indorse the item. If a check you deposit is not indorsed, you agree that we may indorse the item. To ensure expeditious handling of items, your indorsement (whether by signature or facsimile) and any additional information must be contained in the 1.5 inch area from the right-hand edge of the check when looking at the back of the check. Generally, this area will be clearly identified on the back of the item. Indorsements should be made in blue or black ink. You agree that we are not subject to any conditional or restrictive indorsement, and to indemnify us for any liability relating to indorsement of an item.

DORMANT ACCOUNTS: Your Account will be deemed dormant during any monthly statement period in which you do not initiate or receive a transaction. If your Account remains inactive for six (6) consecutive monthly statement periods, you may begin to receive a quarterly instead of a monthly statement. Dormant accounts are subject to fees according to the Schedule of Fees and Charges applicable to your Account. Funds in a dormant account may be turned over to a state official in accordance with applicable law.

STATEMENTS AND ADDRESS CHANGES: Financial Institution is authorized to mail required disclosures and periodic statements of this Account and returnable items by ordinary mail to the address provided by Depositor. If such mail is returned as undeliverable, Financial Institution may hold further statements and items until called for by Depositor. Depositor is responsible for examining statements and contents carefully. If statement or contents contain any errors, forgeries, unauthorized withdrawals, or some other discrepancy exists, Depositor is responsible for promptly notifying Financial Institution in writing within a reasonable period of time not to exceed 30 calendar days (60 days in the case of ACH items) from the date we send the periodic statement to you. Depositor cannot assert an unauthorized withdrawal or error against Financial Institution unless such notification is made. Depositor is responsible for notifying Financial Institution in writing of changes in address and name. The Financial Institution has the discretion to return paid items to the Depositor or to retain such items for the period prescribed by law. Financial Institution may destroy items that it retains, so long as it maintains the capacity to furnish legible copies to Depositor for the legally-required period after receipt of the items. The Financial Institution may retain copies of the items by electronic means (e.g., through electronic imaging), and it will be relieved of its duty to furnish legible copies to the extent any hand-written portions of the items were made with other than a standard black or dark blue ink.

SERVICE CHARGES AND FEES: Depositor, jointly and severally if more than one, agrees to pay all service charges and fees under the Schedule of Fees and Charges furnished to Depositor and all deficits and overdrafts in this Account regardless of which Depositor or Authorized Signer caused such overdraft or deficit and for all costs and attorneys' fees incurred. Service charges and fees may be deducted from balances in the Account.

CHECK 21 PROVISIONS: (a) **PAPER-BASED SECURITY FEATURES.** As a result of the Check Clearing for the 21st Century Act ("Check 21"), checks you write may be converted to electronic images during the check collection or return process. Paper-based security features, including, but not limited to, watermarks, microprint, and UV designs, will not survive the image capture process. You understand and agree that Financial Institution shall not be liable for losses resulting from the failure of paper-based security features to survive the imaging process. (b) **PROVIDING A SUBSTITUTE CHECK.** If you request a substitute check as a representation of a paid item on your Account, we reserve the right to provide a copy of your check, rather than a substitute check, except where we determine, in our discretion, that you are entitled to a substitute check under applicable law. (c) **CHARGE FOR SUBSTITUTE CHECK.** We may charge you a fee for providing either a copy of your check or a substitute check upon your special request for a representation of a paid item on your Account. (d) **CHECK STOCK AND INK TYPE.** Because some or all of your checks may be converted into electronic images and some types of ink and some types of check stock do not image accurately, you agree to refrain from using check stock which contains colors or images that would interfere in any way with the legible conversion of your items to electronic images. You further agree to use only black or blue ink to write checks drawn on your Account. In the event you use a printer or typewriter to complete checks, you agree to use toner, ink cartridges, or typewriter ribbons that will produce dark, legible blue or black information on each of the checks you prepare using such equipment, in order for the information to be accurately replicated when imaged. If, due to the type of check stock or ink you use, an accurate or legible electronic image cannot be produced from your check, you understand and agree that you will be responsible for any losses you, Financial Institution, or another person suffers as a result of the negative effect your ink choice or check stock had on the legibility or accuracy of the digital image created from your check. (e) **CREATION OF SUBSTITUTE CHECKS BY DEPOSITOR.** Unless otherwise specifically agreed to in writing, Depositor is prohibited from creating and/or depositing original substitute checks into the Account or presenting them to be cashed. An "original substitute check" is one that has not previously been handled by a U.S. bank in the check collections process. If Financial Institution accepts an original substitute check from Depositor, then Depositor agrees to indemnify Financial Institution for any losses that may result from the substitute check. (f) **DEPOSIT OF RETURN ITEM SUBSTITUTE CHECKS.** If an item deposited into your Account is returned unpaid in the form of a Return Item Substitute Check,

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we reserve the right to require it to be redeposited into your Account, rather than cashed at the teller window. We will accept the deposit only if the return item substitute check meets the standards for legal equivalence and we were originally the bank of first deposit. (g) **RETURN ITEM SUBSTITUTE CHECKS PRESENTED AGAINST YOUR ACCOUNT.** If a noncustomer payee of a check you wrote which was returned unpaid in return item substitute check form presents the item for payment at our teller window, we reserve the right to delay payment in order to validate the legitimacy of the return item substitute check. You agree that it will not constitute wrongful dishonor for Financial Institution to delay payment under such circumstances. (h) **THUMBPRINT SIGNATURES.** If you deposit items which bear thumbprint signatures, you understand that because the law allows any check to be converted to an electronic image, the evidentiary value of the thumbprint signature will be diminished in some cases, due to the fact that the thumbprint signature will likely not be replicated with sufficiently high resolution to be usable if the check is converted into an electronic image. You agree to hold Financial Institution harmless from any loss or claim that arises due to the effect of electronic imaging on any thumbprint signature.

REMOTELY CREATED CHECKS: If a remotely created check deposited into your account is later validly returned as being unauthorized with respect to the amount or payee, you agree to bear any and all liability for such remotely created check and to indemnify the Financial Institution for any loss, claim or expense related directly or indirectly to any such item. In addition to the allocation of liability under this Agreement, Financial Institution may also have a claim against you under other applicable laws. For purposes of this Agreement, the term "remotely created check" means a check that is not created by a paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. The provisions of this paragraph apply to a remotely created check that has been converted to an electronic image or reconverted to a substitute check.

INDIVIDUAL ACCOUNTS: A single Depositor owns and controls the funds in the Account. The Depositor accepts sole responsibility for the actions of any Authorized Signer(s).

JOINT ACCOUNTS: Each Depositor and Authorized Signer is authorized to deposit in and withdraw funds from the Account and to indorse for deposit checks payable to an Account owner. If the Account is joint with right of survivorship (or tenants by the entirety, in applicable states), upon the death of any Depositor, any balance in the Account becomes the property of the surviving Depositor(s) and the entire balance may be withdrawn by any one of the survivor(s). If the Account is joint without right of survivorship (Tenants in Common), each Depositor owns an undivided interest and, in the event of the death of a Depositor, his/her portion of the Account passes to his/her heirs. Financial Institution may freeze all Account funds after the death of a Depositor until such time as the rights of survivors or heirs are determined by a court of competent jurisdiction. Each joint Depositor also authorizes the Financial Institution to exercise setoff rights and enforce any security interest in the entire joint account, even though only one of the joint Depositors is the debtor; these rights exist irrespective of who contributed funds to the joint Account. Similarly, each joint Depositor agrees to be jointly and severally liable for any fee, charge or overdraft regardless of whether a joint Depositor signed the check or item or received any benefit from the proceeds of the check or item. Tax levies, attachments, garnishments and other seizures by lawful action against any one or more of the joint Depositors are subject to the Financial Institution's right of setoff and any security interest.

PAYABLE ON DEATH ACCOUNTS: Depositor has the right while living to all the funds and to remove, add or change Payable On Death beneficiaries. Beneficiaries will be entitled to Account proceeds only after the death of the Account owner and, to the extent permitted by law, after (a) the death of the last surviving Account owner, and (b) payment of Account proceeds to any secured party with a valid security interest in the Account.

INFORMAL TRUST ("IN TRUST FOR") ACCOUNTS: Depositor establishes an Account in trust for one or more beneficiaries without presenting formal trust documents. The balance in the account will be transferred in equal shares to the named beneficiaries upon Financial Institution receiving proof of death of the Depositor. Beneficiaries do not have authority to transact on the Account.

POWERS OF ATTORNEY: The Financial Institution reserves the right to refuse any power of attorney presented to it. If you wish to designate an attorney-in fact, you must do so on a form acceptable to the Financial Institution for that purpose, and it may be required to be witnessed by a Financial Institution officer.

MINORS: If this Account is owned by a minor, the minor may control, transfer funds, draft on and make withdrawals from the Account until the minor's parent or legal guardian notifies the Financial Institution to the contrary in writing.

UNIFORM TRANSFER TO MINORS OR UNIFORM GIFTS TO MINORS ACCOUNTS: Authorized by state law, a Depositor may establish an account for the benefit of a minor. Generally, contributions represent irrevocable transfers of funds to the minor; and while withdrawals are not restricted or subject to penalties, they are required to be for the benefit of the minor. Earnings on this Account are reported under the beneficiary minor's tax identification number. The Depositor controls the account until such time as the minor reaches legal or other allowed designated age, at which time ownership of the funds is transferred to the beneficiary. These Accounts cannot generally be pledged as collateral for a loan to the Depositor. The Financial Institution has no responsibility to monitor Account activity.

DEPOSIT AGREEMENT (continued)

OTHER CUSTODIAL, GUARDIAN AND REPRESENTATIVE PAYEE ACCOUNTS: These accounts are established by a Depositor designated as a representative payee, guardian, legal custodian, Veterans Affairs ("VA") fiduciary or other custodian. The Depositor is responsible for ensuring that deposits to and withdrawals from the Account conform to the legal requirements associated with the appointment. Upon the death of the beneficiary or termination of the appointment, you are required to notify us and take appropriate steps to stop all future deposits and withdrawals. In the case of governmental benefits, we are required to return deposits to the issuing agency upon receipt of a demand from that agency. If the account does not have sufficient funds to fulfill the demand request, we may, unless prohibited by law, take funds from other accounts you or the beneficiary maintain with us.

FIDUCIARY AND TRUST ACCOUNTS: If this Account is owned by a fiduciary or trust, Depositor warrants the fiduciary or trust relationship is based upon documents lawfully establishing the relationship and agrees, if requested, to furnish to Financial Institution certified copies of such documents and any trust agreements or trust certificates (in a form acceptable to Financial Institution).

TOTTEN TRUST: If this Account is a Totten Trust, it may only be revoked in accordance with applicable law.

BUSINESS AND OTHER NON-PERSONAL ACCOUNTS: Accounts designated as "business" accounts may not be used for personal purposes and we may not allow cash back on deposits or cash checks payable to the business. Account balances and any interest earnings are payable to the named legal entity and not any individual, regardless of his/her position within the legal entity. We may request information from the governing organization when opening an account for an unincorporated association or other similar organization. In the case of an attorney trust account, such as an IOLTA or other similar account, you authorize us to transfer earnings on the account and provide notifications to the appropriate state authority regarding dishonored items and/or overdrafts if required by law.

SOLE PROPRIETORSHIP: If this Account is owned by a sole proprietorship, it is warranted that the signature first shown on your Account Signature Card is that of the sole proprietor. It is agreed by the proprietor that additional signatures appearing under his/her signature are hereby authorized and approved to transact business in this Account until further written notice is received by the Financial Institution. If authorized under state law, a sole proprietorship may be established by a married couple.

AUTHORIZED SIGNERS FOR BUSINESS ENTITIES: If the Account is owned by a partnership, whether general, limited, limited liability or joint venture, the signers of this Agreement warrant that they are either all of the general partners in the named entity or that they are the authorized signers under a partnership agreement and that the Financial Institution will be promptly notified in writing of any change in the membership of the Partnership. The signers further agree to furnish Financial Institution, if requested, a certified copy of any partnership agreement and related documents authorizing the signers to deposit and withdraw funds, to indorse checks payable to or belonging to the partnership, and to transact business in this Account. If the Account is owned by a limited liability company, the signer(s) warrants that he/she is an authorized signer under the formation document (e.g., Articles of Organization or Certificate of Formation) and/or the operating agreement of the limited liability company and/or through valid resolutions or other documents which must be provided to Financial Institution upon request and on which Financial Institution may rely until it receives written notice of their revocation. If this Account is owned by a non-profit organization, each person affixing his or her signature to the Signature Card represents and warrants that he or she is fully authorized to sign this document in the capacity indicated and the documents evidencing such authority have been or will be, on request, furnished to Financial Institution. If the Account is owned by a corporation, all Authorized Signers warrant that they are duly authorized to transact business on the Account through valid resolutions or other documents which must be provided to Financial Institution upon request and on which Financial Institution may rely until it receives written notice of their revocation. All Authorized Signers warrant that they are duly authorized to transact business on the Account through valid resolutions or other documents which must be provided to Financial Institution upon request and on which Financial Institution may rely until it receives written notice of their revocation.

ASSUMED NAME: If Depositor, whether sole proprietorship, partnership, corporation or other entity, conducts its business under an assumed or trade-name, Depositor warrants that all legal steps have been taken to register such name with the proper legal authorities and agrees to furnish evidence of same upon request.

DEATH OR INCOMPETENCE: You agree to notify us immediately if an owner of the account or individual authorized to transact on the account dies or is declared incompetent by a court of law. Upon receipt of such notification or if we otherwise learn of the death or incompetency of an owner, we may freeze the account and/or refuse transactions until such time as we are provided with documentation sufficient to establish ownership and/or authority to transact. Payments authorized by the owner prior to death but presented for payment after death may be considered as authorized transactions. If the deceased owner was indebted to us, we may exercise our right of set off or security interest rights prior to distributing funds to surviving owners or designated beneficiaries.

ELECTRONIC MONITORING AND COMMUNICATIONS: We may monitor and/or record telephone and other electronic communications to ensure that you receive professional and courteous service and to maintain a record of your requests and/or instructions. You consent in advance to any such recording or monitoring and agree that we need not remind or inform you each time a

DEPOSIT AGREEMENT (continued)

covered communication is monitored or recorded. We may also utilize video and/or audio surveillance equipment in our branch and automated teller machine locations for security purposes. You acknowledge and agree to such surveillance. Any recordings created will not be kept unless required by law.

For us to service your account, you agree that we may contact you about any account you maintain with us at any address, email address or phone number (whether residential or mobile) that you provide at account opening or any subsequent time during our relationship. This consent extends to any third party working on our behalf to service your account, but does not include authorization for us to contact you for telemarketing or sales purposes.

We may send communications electronically unless prohibited by law. These communications may involve automatic telephone dialing systems, artificial or prerecorded message systems, text messaging systems or other similar technologies. You acknowledge that these communications may include voice, voice messages, text messages and email messages. You further acknowledge that the entity that provides you with telephone, internet or other telecommunications services may charge you for these communications. You agree to provide us with accurate and current contact information and only give us phone numbers and email addresses that belong to you. You confirm that you are the owner and/or primary user of any telephone number or email address you provide. You understand that anyone you allow to access your messages may listen to or read messages that we send to you.

You may change or remove any of these addresses, email addresses or telephone numbers at any time using any reasonable means to notify us.

PROCESS, SUMMONS, OR OTHER NOTICE AND EXPENSES: If Financial Institution receives any process, summons, order, injunction, execution, levy, lien, adverse claim or other notice which in Financial Institution's sole judgment affects the Account, Financial Institution may, in its discretion, without notice to you, thereafter refuse to honor (i) checks drawn by you on the Account or (ii) other instructions given by you to withdraw funds from or otherwise transact business with respect to the Account, and Financial Institution may, without liability to you, either hold the balance in the Account until the proceeding or event giving rise to such notice is resolved or pay the balance in the Account over to the source of such notice. You agree to pay all fees and expenses incurred by Financial Institution as a result of any summonses, subpoenas, garnishments or other legal proceedings affecting or related to your Account, including but not limited to costs of photocopies, filing fees, court costs and attorney's fees, and you agree Financial Institution may charge your Account for those expenses without prior notice to you. In the event Financial Institution refers your Account to an attorney or other collection agency to collect sums you owe Financial Institution for overdrafts, service charges or otherwise to enforce any of Financial Institution's rights under this Agreement, you agree to pay all of Financial Institution's costs and expenses including reasonable attorney's fees.

SECURITY INTEREST: For value received, Depositor hereby grants to Financial Institution a security interest in the Account to secure the payment of the following ("Indebtedness"): (a) the performance of all of the obligations of any Depositor set forth in this Agreement or any other agreement between a Depositor and Financial Institution; (b) all liabilities of a Depositor to Financial Institution of every kind and description including but not limited to (1) all promissory notes given by a Depositor to Financial Institution, (2) all future advances from Financial Institution to a Depositor, (3) a Depositor's overdrafts, (4) direct or indirect liabilities, (5) liabilities due or to become due and whether absolute or contingent, and (6) liabilities of a Depositor to Financial Institution now existing or hereafter arising and however evidenced; (c) all extensions, renewals or deferrals of any Indebtedness; (d) all interest and other finance charges due or to become due on the Indebtedness; and (e) all costs, reasonable attorney's fees and other expenditures of Financial Institution in the collection of Indebtedness. Provided, however, that the scope and provisions of this security interest do not extend beyond that permitted by applicable law with respect to consumer transactions. The failure to pay any Indebtedness when due is an event of default. Upon default, Financial Institution may pursue (separately, successively or simultaneously) any remedy provided by applicable law or agreement, including, but not limited to, the right to take possession of Account funds without demand or legal process. Further, you authorize us to return federal benefits or other payments received via direct deposit when directed to do so by the government or other benefits provider. You agree to hold us harmless for nonpayment of any item resulting from our legal exercise of these rights.

DISCLOSURE OF INFORMATION: The Financial Institution may disclose information about your Account as permitted by law, for example, but without limitation, to persons or agencies who, in the Financial Institution's sole judgment, have a legitimate purpose for obtaining such information; where it is necessary to complete a transaction on your Account; in order to comply with government or court orders or legal process; or to verify the existence or condition of your Account for a third party such as a merchant or credit bureau. You also authorize the Financial Institution to disclose any information on your Account to any person authorized to draw checks on your Account. You agree to protect the confidentiality of your account information, checks, statements, other documents and any related access devices. Notify us immediately if you believe that your account information has been compromised.

CREDIT REPORTS: You authorize the Financial Institution to obtain credit reports and make such other inquiries about you or any Authorized Signer that the Financial Institution deems appropriate.

DEPOSIT AGREEMENT *(continued)*

REGULATION GG CERTIFICATION: If Depositor is a commercial customer, Depositor certifies that it does not engage in an Internet gambling business, or if the Depositor does engage in an Internet gambling business, it will provide documentation of each of the following: (1) Evidence of legal authority to engage in the Internet gambling business, such as, (i) A copy of the Depositor's license that expressly authorizes it to engage in the Internet gambling business issued by the appropriate State or Tribal authority or, if the Depositor does not have such a license, a reasoned legal opinion that demonstrates that the Depositor's Internet gambling business does not involve restricted transactions; and (ii) A written commitment by the Depositor to notify the Financial Institution of any changes in its legal authority to engage in its Internet gambling business. (2) A third-party certification that the Depositor's systems for engaging in the Internet gambling business are reasonably designed to ensure that the Depositor's Internet gambling business will remain within the licensed or otherwise lawful limits, including with respect to age and location verification. Restricted transactions are prohibited from being processed through the account or relationship.

SUPPLEMENTAL TERMS AND CONDITIONS: The following terms and conditions, if any, apply to the Account and will control to the extent contrary or inconsistent with any term or condition set forth above:

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