U.S. Private Banking
International Private Banking
Commercial Banking

Terms & Conditions

Effective October 1, 2026

idbny.com

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Deposit Agreement and Disclosure

I. Welcome to IDB Bank

Thank you for opening your new account with Israel Discount Bank of New York ("IDB Bank" or the "Bank"); we look forward to serving you. Your new deposit account gives you access to a wide range of advantages that can save you time and money and make everyday banking secure and convenient. Please keep this Agreement handy for answers when you need them. and remember, whenever you have a question, your Relationship Manager is a telephone call away.

FOR OUR CONSUMER CUSTOMERS, PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING SECTIONS OF THIS AGREEMENT:

- INSUFFICIENT BALANCE, OVERDRAFTS AND FEES; SET-OFF AND SECURITY INTEREST, which provides overdraft and returned item/non-sufficient funds and related fee disclosures;
- NOTICE OF MATURITY (FOR CONSUMER ACCOUNTS ONLY), which describes notices the Bank sends prior to maturity of Time Deposit/Certificate of Deposits;
- STATEMENTS AND NOTICE OF ERRORS, which describes your responsibility for examining your statements and checks and reporting any irregularities to the Bank;
- YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR ACCOUNT ("FUNDS AVAILABILITY POLICY"), which explains when funds deposited become available for withdrawal;
- SUBSTITUTE CHECKS AND YOUR RIGHTS, which describes rights you have when you receive substitute checks from the Bank;
- ERROR RESOLUTION AND CANCELLATION RIGHTS (FOR CONSUMER INITIATED FOREIGN/CROSS-BORDER REMITTANCE TRANSFERS ONLY), which describes your responsibilities if you think there has been an error or problem with your remittance transfer;
- STATEMENTS OF ACCOUNT ACTIVITY AND NOTIFICATION OF ERRORS, which describes your responsibility for notifying the Bank of any fund transfer discrepancies, unauthorized transactions, or other errors;
- SPECIAL PROVISIONS REGARDING ELECTRONIC FUND TRANSFERS, which describes your rights and responsibilities on personal electronic fund transfers (EFTs) subject to Regulation E; and
- ACCESS CARDS – ATM AND DEBIT CARDS, which provides information on the types of transactions you may make and their limitations and notice that non-IDB ATM operators may charge you a fee.

II. How to Contact Us

To report a lost or stolen ATM/Debit card call 1-888-305-4428

HOURS OF OPERATION:

Branch Hours: For branch locations and their hours, please visit "www.idbny.com/contact-us".

Office Hours: IDB Bank office hours are 9:00 a.m. – 5:00 p.m., in their respective time zones.

FEDERAL AND BANK HOLIDAYS:

Please be advised that the Bank and all of its branches will be officially closed in observance of all Federal holidays, and all branches will be closed during additional Bank observed holidays. Please refer to the Bank's website at "www.idbny.com" for Federal holidays and additional Bank observed holidays.

NEW YORK/NEW JERSEY

IDB Bank
1114 Avenue of the Americas
New York, NY 10036
Tel: (212) 551-8500

CALIFORNIA

Beverly Hills Branch
IDB Bank
9401 Wilshire Blvd., Suite 600
Beverly Hills, CA 90212
Tel: (310) 860-6320

Downtown Los Angeles Branch
IDB Bank
707 Wilshire Boulevard, Suite 2100
Los Angeles, CA 90017
Tel: (213) 861-6440

FLORIDA

IDB Bank
Harbour Centre
18851 NE 29th Avenue, Suite 600
Aventura, FL 33180
Tel: (305) 682-3700

Telecommunications Device for the Hearing Impaired (212) 551-8540 9-5 pm EST

Consumers who believe the Bank has engaged in an unfair, deceptive, or abusive act or practice may file a complaint with the Consumer Financial Protection Bureau (www.consumerfinance.gov/complaint), the New York Department of Financial Services (www.dfs.ny.gov), or the FDIC, as applicable.

III. Deposit Account Agreement

This Deposit Account Agreement (hereinafter referred to as "Agreement") is the contract that governs all personal and business deposit accounts maintained at IDB Bank, whether domestic or international. **This Agreement supersedes any deposit account(s) agreements you may have previously received.** Please be sure to read it carefully and keep it in a safe place. By opening an account at IDB Bank or using an account after receiving notice of a change or amendment, you or anyone else identified as the owner of the account agree to be bound by the terms of this Agreement and any future changes.

If you have any questions regarding any of the information contained in this Agreement, please contact the Bank at one of the numbers and/or addresses listed under the "How To Contact Us" section.

If you have a product that is not a deposit account, this Agreement does not apply to that product. Other services, such as online banking have additional agreements. If another more specific agreement and this one disagree, the more specific agreement will govern. If this Agreement conflicts with any statements made by one of our employees or our affiliates' employees, this Agreement will control.

This Agreement may be changed or terminated without notice if necessary to comply with any appropriate federal, state, or other governing law or regulation.

This Agreement also refers to and includes other disclosures we may provide to you, including: (1) product information; (2) rate information disclosures (if applicable); (3) banking services and fee disclosures; and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees, rates, and other terms and conditions that apply to your accounts.

IV. Important Definitions

Below are definitions of some important terms used throughout this Agreement:

"You," "Your," and "Yours": Refer to each account owner.

"We," "Us," "Our," "Bank," and "IDB Bank": Refer to Israel Discount Bank of New York.

"Account": Any deposit account you have with us (such as a checking or money market savings account) that is covered by this Agreement.

"Consumer": A natural person who holds or seeks to open a Consumer Account for personal, family, or household purposes.

"Consumer Account": An Account established primarily for personal, family, or household purposes by a natural person.

"Agreement": This Deposit Account Agreement and Disclosure, together with all exhibits, schedules, addenda, and amendments incorporated herein by reference, including the Exhibits.

"Business Day": Every day except Saturdays, Sundays, Federal holidays, or days we are closed due to an emergency. Please refer to our website at "www.idbny.com" for Federal holidays.

"ATM": An automated teller machine that accepts deposits, dispenses cash, or performs other account transactions.

"Direct Deposit": With "direct deposit," someone, such as an employer or the government, sends your funds directly into your account through the ACH electronic payment system.

"ACH": An electronic deposit to or withdrawal from your account, such as a directly deposited payroll check or a bill payment, sent to us through the "automated clearinghouse," which is an electronic network that sends and receives those transactions.

"Check": Any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

"Available Balance": Your "available balance" is the balance in your account after deducting (1) deposits that are not yet available for withdrawal described under our "Funds Availability Policy" section, (2) debit card or other transactions that we are legally obligated to pay or have already paid out in cash, (3) other pending transactions such as ACH transactions, and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

"Item": Any check, ACH, fund transfers, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, or other amount that is added to or subtracted from your account.

"Hold on Your Account": Funds are still in your account but we will not allow you to withdraw them. A hold may be placed because of delayed funds availability, a court order requiring us to prevent withdrawals, or other reasons. The amount of a hold reduces your available balance by that amount.

"Overdraft" or "Overdrawing" your Account: When your account balance is less than $0 or your available balance is not enough to pay for all the items presented for payment on a business day.

V. Account Opening and Customer Identification Information (USA PATRIOT ACT)

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account.

- When you open a personal account, we will ask for your name, residential address(es) (as determined by the country or countries in which you are required to pay taxes), date of birth, and Social Security number or taxpayer identification number, which will allow us to verify your identity. We may also ask to see your driver's license and other identifying documents, or ask other questions to verify your identity.

- When you open a business account, we will ask for your business name, taxpayer identification number, and business address so we can verify your business. We will also ask for the name, residential address, date of birth and Social Security number of you, and any individual that has 25% (unless instructed otherwise by the bank) beneficial ownership, and one individual who has significant control so we can verify your identities. We may also ask for documents to verify the business's existence.

We may also obtain additional information to comply with "Know Your Customer" ("KYC") and "Customer Identification Program" requirements or to offer you additional products and services.

You have identified for us the country (or countries) in which you are a resident for KYC and tax purposes and have provided your taxpayer identification number. If you are an International Customer, your signatures are to certify to us that you are neither a citizen nor resident of the United States. If these certifications are false, you may be subject to civil and criminal penalties.

Notice To Correspondent Account Holders: Pursuant to U.S. regulations issued under Section 311 of the USA PATRIOT ACT, we are prohibited from opening or maintaining a correspondent account for, or on behalf of various entities identified by the United States of America's Department of the Treasury. The regulations also require us to notify any correspondent accountholders with our financial institution that their account may not be used to provide these entities with access to our financial institution. If we become aware that these entities are indirectly using the correspondent account you hold at our financial institution, we will be required to take appropriate steps to prevent such access, including terminating your account.

We are committed to complying with applicable laws and regulations targeted at assisting United States authorities in combating money laundering, terrorist financing, and other financial crimes.

VI. Privacy Notice

Rev. 10/1/2026

FACTS	WHAT DOES ISRAEL DISCOUNT BANK OF NEW YORK ("IDB BANK") DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and credit history • Account balances and payment history • Checking account information and overdraft history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons IDB BANK chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does IDB BANK share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share
To limit our sharing	■ For **IDB BANK and IDB Capital products and services,** call toll-free at (888) 695-3661 Please note: If you are a *new* customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	

Questions?	For questions, call toll-free at (888) 695-3661.

Who we are	
Who is providing this notice?	This notice is provided by IDB BANK.

What we do	
How does IDB BANK protect my personal information?	To protect your personal information from unauthorized access and use, we restrict access to your nonpublic personal information to employees and service providers to administer products or services to you. We also use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does IDB BANK collect my personal information?	We collect your personal information, for example, when you • Open an account or apply for a loan • Show your government issued ID or make a wire transfer Use your credit or debit card We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit some, but not all, sharing relating to • Affiliates' everyday business purposes – information about your creditworthiness • Affiliates using your information to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account, unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • Our affiliates include companies with common and uncommon corporate identity names, such as IDB Lido Wealth, LLC, IDB Capital Corporation, our parent company Discount Bancorp., Inc., and our ultimate parent company, Israel Discount Bank Limited.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *IDB BANK does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Non-affiliates we share with may include insurance companies, financial institutions, and other entities through which we offer products.*

Other important information

For California Customers: In accordance with California law, IDB BANK will not share information we collect about California residents with non-affiliates and business partners, unless permitted by law. For example, we may share information with your consent, or to service your accounts. We will limit sharing among our companies to the extent required by California law.

California residents have the following rights:

- **Right to Know:** You have the right to request that we disclose to you the personal information we collect, use, disclose, and sell (or share) about you.
- **Right to Delete:** You have the right to request that we delete personal information we have collected from you, subject to certain exceptions.
- **Right to Correct:** You have the right to request that we correct inaccurate personal information we maintain about you.
- **Right to Opt Out of Sharing:** You have the right to opt out of the sharing of your personal information for cross-context behavioral advertising purposes.
- **Right to Non-Discrimination:** You have the right not to be discriminated against for exercising any of these rights.

We may collect, use, and disclose sensitive personal information about you. California law gives you the right to limit our use and disclosure of sensitive personal information to those uses that are necessary to provide the goods or services you reasonably expect, and to other limited purposes permitted by law. If you would like to limit the use or disclosure of your sensitive personal information, please contact us.

To exercise these rights, please contact us:

- **Telephone:** 1-888-695-3661
- **Website:** www.idbny.com
- **Email us at** privacyinquiries@idbny.com.

We will respond to your request in accordance with applicable law.

For Nevada Customers: Nevada law requires us to disclose that you may request to be placed on our "do not call" list at any time by calling (310) 278-8232. To obtain further information, contact the Bureau of Consumer Protection, Office of the Nevada Attorney General at 555 E. Washington Ave., Suite 3900, Las Vegas, NV 88101; phone 1-702-486-3132; email BCPINFO@ag.state.nv.us.

VII. Types of Accounts and Forms of Account Ownership

A. Types of Accounts

The Bank offers the following types of Accounts, subject to eligibility requirements, applicable law, and the terms of this Agreement:

- **Checking Accounts** – interest-bearing and non-interest-bearing demand deposit accounts;
- **Money Market Savings Accounts** — interest-bearing accounts with transfer limitations;
- **Time Deposits/Certificate of Deposit** — fixed-term, fixed-rate, or variable-rate interest-bearing accounts
- **Other Account Types** — such other account types as the Bank may offer from time to time, subject to applicable addenda.

The specific features, minimum balance requirements, interest rates, Annual Percentage Yields (APYs), and fees applicable to each Account type are set forth in the fee schedules and applicable rate disclosures provided to you at account opening and updated from time to time. For IDB's current rate and fee schedules, please visit "www.idbny.com" (Domestic Commercial Banking customers, please contact your Relationship Manager).

B. Personal Accounts

NOTE: THE TYPE OF ACCOUNT OWNERSHIP MAY CHANGE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a personal account, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

1. Solely Owned Account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

2. Joint Accounts

When two (2) or more people are listed owners of a personal account, the account is a "joint account," and each owner is a "joint owner."

EACH OWNER OF THE ACCOUNT IS JOINTLY AND SEVERALLY LIABLE TO THE BANK FOR ALL FEES AND CHARGES ASSESSED AGAINST THE ACCOUNT; ALL AMOUNTS OWED TO THE BANK ON THE ACCOUNT, SUCH AS FOR OVERDRAFTS; AND ALL COSTS, LOSSES OR LIABILITIES RELATED TO THIS AGREEMENT OR THE ACCOUNT.

If we are notified of a dispute between joint owners, or if one joint owner requests that we not pay items authorized by a different joint owner, we may restrict the account and refuse to pay all items (including items authorized by the owner making the request), but we are not required to do so. THE BANK MAY RELY UPON INSTRUCTIONS REGARDING THE ACCOUNT FROM ONE OWNER WITHOUT INCURRING ANY LIABILITY TO THE OTHER OWNER(S). If we restrict the account, we may not release the restriction unless all joint owners agree in writing to remove it. No request to restrict the account will affect items that we paid before the request. If we decide not to restrict the account, all joint owners remain responsible for items subtracted from the account. In the event that a dispute cannot be resolved in a reasonable amount of time, as determined in our sole discretion, we reserve the right to commence an interpleader action in the United States District Court with jurisdiction over the account.

Any joint owner may close the account. We may choose whether or not to act upon other instructions of any joint owners, including adding an additional owner to the account, without the signature of the other joint owners. We may also pay all or any part of the funds in the account to a court or government agency if we receive a garnishment, levy, or similar legal process that identifies any of the joint owners.

a. Joint Account with Rights of Survivorship

If a joint account has rights of survivorship, and one joint owner dies, the Bank may treat the account as the sole property of the survivor after the death of any owner of the account. The Bank may also require the survivor to provide legal documents before releasing the balance on deposit. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners.

b. When Survivorship Rights Apply

All of our joint accounts have a right of survivorship. If a joint account also contains a POD or ITF designation (as described below), the right of survivorship of the joint owner applies first, and the account only becomes payable to the Beneficiary upon the death of the last surviving owner.

3. "Payable on Death" Account and "In Trust for" Account

If you establish your account "payable on death" to one or more beneficiaries, the account is a "POD" account. If you establish your account as "in trust for" ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as a "Totten Trust," "informal trust," or "ITF" account.

If there are multiple trustees, until the death of all trustees, the account will be treated as a joint account of the trustees with rights of survivorship as described above. Upon the death of the last remaining trustee, any balance in the account not subject to lien and set-off will be paid to the named Beneficiary or, if there are multiple beneficiaries, distributed evenly to the named

beneficiaries. The Bank may require certain legal documents before releasing the funds on deposit.

If a Beneficiary predeceases the last remaining trustee, the account will be distributed evenly to the surviving beneficiaries, or if there are no surviving beneficiaries, the account will become an individual account of the trustee.

The Bank will not accept responsibility to act as a trustee or successor trustee under any circumstances and will have no duty to monitor the account or the status of the trustee(s) or Beneficiary(ies).

4. Powers of Attorney

We will recognize the authority of someone to whom you have given a valid power of attorney with regard to your account, provided the power of attorney is on file at the Bank, in effect, and on a form acceptable to the Bank. We may refuse to honor any power of attorney presented to us, or refuse to recognize a successor agent, even if the successor agent is named in a power of attorney that we have previously honored, unless state law requires otherwise. In addition, we may refuse to follow an agent's instruction to make the agent a joint owner or a POD or ITF Beneficiary of an account, but we have no liability to anyone if we do so. We may rely on a power of attorney until we receive written notice that it has been revoked either from you or as a matter of law (e.g., your death).

5. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act Account

If you are the custodian of an account under a state's Uniform Transfers/Gifts to Minors Act, you cannot pledge it as collateral for a personal loan to you, or cash checks against it.

The Bank will be entitled to rely upon instructions from the custodian named on the account and will only pay the funds in the account to the custodian upon request. The minor will have no authority to withdraw funds from the account notwithstanding his or her having attained the age of majority under either New York law or the minor's state of residence.

Upon the withdrawal of all funds in the account by the custodian, the Bank will have no further responsibility to either the custodian or the minor, and the account will be closed.

Upon the death or evidence satisfactory to the Bank of the incapacity of the custodian named in the Application, the Bank may rely upon the instructions of a successor custodian specified in the Application.

The Bank will have no duty to monitor the account or the status or age of the custodian or minor.

6. Other Fiduciary Accounts

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to request any documents we reasonably require to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian, or conservator, or to the beneficial owners of the account.

C. Business and Other Non-Personal Accounts

7. Purpose and Authority

If your account is a business account, you agree to use it for business purposes. If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member, or partner. A "business organization" means a corporation, unincorporated association, limited liability company, partnership (including a limited partnership, limited liability partnership, or joint venture), or any other business or non-profit organization, including irrevocable trusts. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the account. If the resolutions, signature cards, or other documents you deliver state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a "signer."

If the account owner is a "sole proprietorship," that means that a single person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents.

If you change your form of ownership, authorized signers, or organizational structure (that could also affect your tax liabilities and, thus, IRS Form W-8BEN-E accuracy), you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsement "for deposit" may be written or stamped. An eligible signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. An eligible signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business. We may, although we are not required to, cash checks payable to – or accept "less cash" deposits from – a business organization.

8. Authorization Document

Before opening a business account, the Bank will require documentation establishing: (a) the legal existence of the entity (such as articles of incorporation, articles of organization, or partnership agreement); (b) the authority of the individual opening the account (such as a corporate resolution, partnership authorization, or operating agreement); and (c) any other documentation required by applicable law or the Bank's policies. The Bank may rely on the documentation provided without an independent duty to verify continuing authority.

9. Beneficial Ownership Certification

In accordance with 31 C.F.R. § 1010.230 (FinCEN Customer Due Diligence Rule), you must certify the identity of each beneficial owner individual owning 25% (unless instructed otherwise by the bank) and each controlling person of the entity at account opening and upon the Bank's request. You agree to update this certification promptly upon any change in beneficial ownership or controlling persons.

10. Consumer Protections Not Applicable

Business Accounts are not Consumer Accounts. The following consumer protections do not apply to Business Accounts:

- Regulation E consumer liability limits and error-resolution rights;
- Regulation DD Truth in Savings disclosures; and
- Any other federal or state consumer protection that expressly applies only to personal, family, or household accounts.

Unauthorized transactions and errors on Business Accounts are governed by UCC Article 4, UCC Article 4A (for wire transfers) and the applicable terms of this Agreement.

D. Death or Incompetence of Account Owner

You must notify us immediately if any account owner dies or is declared incompetent by a court. Until we receive notice otherwise, we may act as if all owners are alive and competent.

After we receive notice of death or incompetence, we may freeze the account, refuse to accept transactions, and reverse or return deposits to the account. We are also not required to release funds in the account until we receive any documents we reasonably request to verify the death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying funds in an account to you or your estate, you or your estate will be responsible for repaying us the amount of that tax.

If an account owner authorizes an item, but it is not presented for payment until after that owner dies, we are authorized to pay the item after the owner's death. If an account owner owes us a debt at the time of death, we are authorized to exercise our right of set-off (our right to apply funds in one account to the debt associated with another) or security interest rights against the account after the owner's death. We have these rights even if a surviving joint owner, a POD payee, or a Beneficiary of an ITF or "trustee for" account has rights to the account.

VIII. Instruction(s) to Open Deposit Accounts by Mail, Telephone, Facsimile, Email or Other Means of Communication

By signing a signature card, you agree that the Bank may act upon your instruction(s), via mail, telephone, facsimile, email, or other means of communication, to open a new deposit account on your behalf ("Instruction(s)"). If you call, the Bank may also require you to put such Instruction(s) in writing and deliver it to the Bank within fourteen (14) days after your call. You agree that the risk and possible losses from such Instructions are yours.

You agree that the Bank will not be liable for any losses arising from such Instructions, except in case of gross negligence or willful misconduct by the Bank, and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank opens a new deposit account after receiving such Instructions and such Instructions were not authorized by you (please also see our "Rules Applicable to Your Account" section of this Agreement), or were misunderstood.

In this regard, the Bank may, but will not be required to, seek verification of such Instructions by call back to you or other procedure. The Bank may in its sole discretion refuse to execute such Instruction(s) without incurring any liability to you and will have no obligation to open a new deposit account in the absence of written Instructions from you.

IX. Deposits and Checks You Cash

A. Deposits

You may make deposits to your accounts at any time at any branch or by mail. Deposit by mail forms may be obtained from your branch. Deposits received in acceptable form up to 3:00 p.m. in the time zone where your branch is located on any business day will be credited to your account on the day of deposit. Funds received by the Bank after 3:00 p.m. on any business day may be deposited to your account on the next business day.

B. Direct Deposits; Notice of Electronic Deposits

We encourage you to use direct deposit whenever possible so your money cannot be stolen or lost in the mail.

When we receive an electronic deposit for your account, the only notice you will receive is on your next account statement. You may use online banking or call your Banking Team to confirm that we have received an ACH or wire transfer deposit.

If the bank that sent an electronic deposit notifies us that it was sent by mistake, or was intended for another customer or account, we may deduct the amount of the deposit from your account without investigating.

C. Endorsements

An "endorsement" is a signature, stamp, or other mark made on a check to transfer the check to another person. If any check deposited to your account does not have your endorsement, we may endorse it for you, or treat the check as if we had endorsed it. Either way, the effect will be the same – as if you had endorsed the check. Also, any check deposited to your account that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsement on a check you cash or deposit, or any endorsement "without recourse."

D. Deposit Records and Receipts

We may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not the Bank's responsibility to detect any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt with an amount based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors, including any errors on your deposit slip.

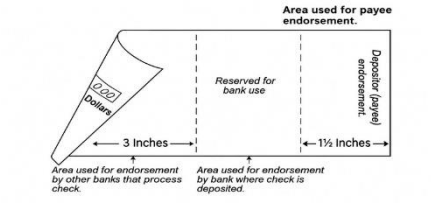
If we issue you a Time Deposit/Certificate of Deposit ("TD") receipt and you then decide not to open the TD, or if we issue you a deposit receipt and you then cancel the deposit, the receipt is void and you may not claim those funds.

E. Our Right to Refuse Deposits

You certify that your deposited funds are lawfully obtained and reported in accordance with all tax laws applicable to you. Nevertheless, we may refuse a deposit, or part of a deposit, to your account at any time. We also may refuse a deposit after initially accepting it. If we refuse a deposit, we may take the check on a "collection basis," which means we will not add funds to your account until we have actually been paid for the check. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We can reverse any amount we have added to your account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check.

F. Endorsement Requirements

To help ensure that checks you deposit or cash will be processed promptly, your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2 inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check (look at the following diagram to see this area):



If you do not endorse your check properly, and it causes us a loss, cost, or expense, you will be liable for that amount.

G. Foreign Checks

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we have added to your account and send the check on a collection basis even after we have taken physical possession of the check. **Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis.** The actual amount you receive for checks payable in a foreign currency will be determined at the Bank's exchange rate for such items that is in effect when we are paid for the check. If a check is returned later for any reason, we will charge your account at the applicable exchange rate in effect at the time of the return, which may be more or less than the exchange rate originally used for the deposit.

H. Depositing Substitute Checks

A substitute check is a copy of a check that is the legal equivalent of the original check. You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

I. Depositing Remotely Created Checks

A remotely created check is created by the payee and not signed by the account holder. It states that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

J. Our Responsibility for Collecting Deposits

If you deposit or cash a check, or we send one for collection, we only act as your agent. Our only responsibility is to exercise

reasonable care. We will not be liable for the lack of care of any bank we use to collect checks, or for checks lost while in transit. We may send checks to any bank or directly to any non-bank drawee in our customary manner. We may agree with other banks regarding times and methods for collecting or returning items. If we lose a check, you agree to use reasonable efforts to help us locate or replace the lost check. Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed, or otherwise improper.

K. Final Payment on Deposits of Checks, Drafts, and Other Instruments

The Bank chooses the method of obtaining final payment on your deposits for you and may use other banks in the process. The Bank is not responsible for actions taken by other banks, nor for the loss or destruction of any items in the possession of other banks or in transit. Any bank may refuse to honor a deposit item or may honor one refused by another bank. The Bank is not responsible for any act or failure to act that is reasonable under the circumstances or that is taken or omitted under the laws, rules, regulations, or practices stated in this Agreement.

By your depositing, collecting, or cashing any item with the Bank, you will be responsible to the Bank for any damages, losses, or liabilities that the Bank may incur (such as those arising from the misrouting or any delay in the return of an item), to the extent any bank endorsement is obscured or otherwise impaired by: (1) another bank endorsement on an item that has previously been deposited and returned unpaid; or (2) your endorsement or other markings, or those of a prior party, on an item which you have cashed, collected, or deposited with the Bank. The Bank has the right to obtain reimbursement.

L. Our Right to Charge Bank Deposited or Cashed Items

If you deposit any check or other item to your account or cash any check, and we are notified that (1) the item will be returned unpaid; (2) the paying bank or issuer of a check demands that we repay them for the item for any reason (e.g., the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement); or (3) the sending bank of the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and deduct the amount of the item from any of your accounts, even if doing so creates an overdraft. If a deposited or cashed item is returned, we will charge you a Deposited Checks Returned Unpaid Fee, and we may deduct that amount from any of your accounts. We may place a hold on or charge your account for any check or other item deposited into your account if we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason. We may deduct the amount from your account whether the physical item is returned to us or not, and whether we can return the item or a copy to you or not. If an item is returned, we will notify you verbally or by mail but are not required to give you next-day notice. When the claim is finally resolved, we will either release the hold or deduct from your account the amount of the item.

If you deposit a check or other item in your trust account (including any attorney trust account) and it is returned, we may charge your trust account, an account in your name, or charge part of the check to each, even if you have already withdrawn the funds.

X. Your Ability to Withdraw Funds from Your Account ("Funds Availability Policy")

Please note that our policy is to delay the availability of funds that you deposit into your account here at IDB Bank. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

A. Determining the Availability of a Deposit

You may make deposits to your account at any time at any branch or by mail. Deposit by mail forms may be obtained from your branch. The Bank may refuse, limit, or return any deposit.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make your deposit before 3:00 p.m. on a business day, we will consider that day to be the day of your deposit. However, if you make your deposit after 3:00 p.m., or on a non-business day, we will consider that the deposit was made on the next business day. The length of delay varies depending on the type of deposit and is explained below.

Same-Day Availability: Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

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

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on IDB Bank.

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

- Cash.
- State and local government checks that are payable to you. Please note that next day availability for these items only applies if the IDB Bank office or branch is located in the same State that issued the check or the same State as the unit of local government that issued the check.
- Cashier's, certified, and teller's checks that are payable to you.

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our tellers (e.g., if you mail your deposit), funds from these types of deposits will be available on the second business day after the day we receive your deposit.

All Other Check Deposits: The first $275 of the aggregate deposit by check or checks (excluding those discussed above) will be available on the first business day after the day of your deposit for withdrawal in cash or to pay checks you have written to others. On the second business day after the day of your deposit, an additional $550 will be available for cash withdrawal and/or electronic payment(s) (e.g., wires), and the remaining funds will be available only for payment of checks you have written to others. On the third business day after the day of your deposit, all funds will be available for withdrawal (e.g., cash, electronic payments, payment of checks).

If funds from a deposit become "available" and you can withdraw funds, that does not mean the check or other item you have deposited is "good," has "cleared," or has been paid by the paying bank. It is possible that the item will be returned unpaid months after we have made the funds available to you and you have withdrawn them. No one, including our employees, can guarantee you that a check or other item will not be returned.

B. Exceptions

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

- If we believe a check you deposit may not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You redeposit a check that has been previously returned as unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer 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. We will generally extend the period of delay of the availability of funds deposited into your account by up to five (5) business days in the event of one of the above circumstances for a deposited check.

Foreign Checks: Funds from any check drawn on a financial institution located outside of the United States will be available on a collection basis.

C. 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 $6,725 of a day's total deposits of cashier's checks, certified checks, traveler's checks, teller's checks, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 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 tellers, the first $6,725 will not be available until the second business day after the day of your deposit.

XI. Checks, Withdrawals, and Other Charges

A. Withdrawals and Transfers from Your Account

We may subtract from your account the amount of any check or other item that you or any person you authorize created or approved. We may require you or any person you authorized to provide us with identification, documentation, or information that is acceptable to us.

Transfers or withdrawals may be refused if a claim is asserted against the funds on deposit in your account, a legal garnishment or attachment against you or your property is served on the Bank, if you fail to repay a Bank loan when due, or for similar reasons. You will be advised of the reasons why such action is taken. Also, the Bank may return unpaid any check not drawn on the branch where your account is maintained.

B. Your Check Forms

Checks and other account documents you use must be on forms obtained through or approved by us. We are not responsible for losses that result from improper printing on documents we do not approve. We may refuse to accept for deposit or pay checks in a form that we cannot process or photograph using our customary equipment.

C. Protecting Your Checks and Other Documents

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering, or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, we are not responsible for any losses that may result.

D. Incomplete, Future-Dated, or Conditional Checks, and Checks Dated More Than Six-Months Before Payment

You agree not to write a check that is incomplete, future-dated, or conditional (one that tries to limit the time or method of payment, such as "Void after 180 days" or "Valid only for $1,000 or less"). We have no duty to discover, observe, or comply with such checks. If we pay a conditional check, the conditions do not apply to us.

We may choose to pay or not to pay a check that is dated more than six (6) months before it is presented for payment regardless of how old it is, and if we pay it, you will be responsible for the check.

E. Multiple Signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. This requirement is for your internal control purposes only.

F. Facsimile or Computer-Generated Signatures

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature is the same one you previously used.

G. Check Cashing by Non-Customers

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable, including fingerprints.

H. Large Cash Withdrawals

We may place reasonable restrictions on the time and method of any large cash withdrawal. If you make a large cash withdrawal, we may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the cash withdrawal if you do not agree with these conditions.

I. Review of Checks and Signatures

Check payment is highly automated, and the Bank processes a substantial volume of checks each business day. Although we inspect some checks, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it does not match your signature card, we are not liable to you even if the check was actually authorized. If the numeric amount on a check does not match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

J. Notice that a Check has been Deposited or Cashed

If we are notified that a check drawn on your account has been deposited or cashed at another bank, we may place a hold on your account for the check amount, which may cause other items to overdraw the account. If the amount of the check identified in the notice exceeds your account balance at the time we receive that notice, we may notify the other bank of that fact.

K. Fees

You agree to pay all fees applicable to your account. We provided you a schedule of fees when you opened your account, and we will notify you of any changes. For current fees, please visit "www.idbny.com" (Domestic Commercial Banking customers, please contact your Relationship Manager). We may subtract these fees from your balance, even if the fee makes your balance negative.

L. Stop Payments

You may stop payment on a check drawn on your account, and we will charge a Stop Payment Request Fee. However, you cannot stop payment if we have already certified, paid, or otherwise become responsible for the check. For example, you cannot stop payment on a check we have already cashed because we became responsible for the transaction as soon as we cashed it. Any one owner or authorized signer of an account may order us to stop payment on a check drawn on the account. Please see the "Electronic Fund Transfers" section of this Agreement for how to place a stop payment on recurring electronic payments. (Also see section "Right to Stop Payment of Preauthorized Debit".)

We will not accept any instructions/requests to effect banking transactions via the internet, unless expressly authorized under a duly executed Agreement with the Bank.

To stop payment on a check, you must give us the exact account number, check number, date written, payee, and the amount of the check so we can identify the item. Any discrepancy error, especially in amount (even as small as $.01), check number, or account number, will prevent the Bank from properly implementing a stop payment order. It may take up to one full business day from the time we receive this information until a stop payment order becomes effective.

A stop payment order is effective for a minimum of six (6) calendar months or until canceled by you in writing. If you would like to extend the stop payment for an additional six (6) calendar months, we must receive written instructions from you. We will not send a confirmation of your stop payment order. When the stop payment order expires, we may pay the item and have no duty to notify you except for identifying the item as paid on your statement.

You agree that you will be responsible to us if any claim or demand is made against us as a result of having acted in accordance with your stop payment order. You agree to reimburse us for any reasonable costs, expenses, or attorney's fees that we may incur in defending ourselves against any such claims or demands.

We are not required to accept a stop payment on a cashier's check, teller's check ("official check"), or certified check, unless you provide us with a sworn statement – in a form we deem acceptable – that the check is lost, stolen, or destroyed. After a stop payment is placed, we are not required to refund the money used to purchase the check, or issue a replacement check, until and unless the check is not presented for payment within 90 days after the issue or certification date. If in our discretion we agree to refund or replace the check, we will require that you purchase a surety bond for the amount of the check.

M. Withdrawal Limitations and Withdrawal Limit Fee

As a matter of Bank policy, the Bank limits preauthorized or automatic transfers and withdrawals from your money market savings account to six (6) per monthly statement cycle. This limit applies to transfers initiated by: preauthorized or automatic transfer, telephone (whether voice or data), computer, or similar means. Transfers and withdrawals made in person at a Bank branch, by mail with a written request, or at a Bank ATM are not subject to this six-transfer limit. The Bank may modify or eliminate this transfer limit at any time upon notice to you.

If you exceed the six (6) transfer limit in any monthly statement cycle, the Bank will charge an excess transaction fee for each transfer over the limit, as set forth in the Fee Schedule. If you repeatedly exceed the six-transfer limit, the Bank may, upon notice to you, convert your money market savings account to a checking account or other account type not subject to a transfer limitation.

The Bank reserves the contractual right to require seven (7) days' prior written notice before permitting a withdrawal from a money market savings account. This right is not currently exercised as a matter of routine.

XII. Insufficient Balance, Overdrafts and Fees; Set-Off and Security Interest

A. Insufficient Balance

You must maintain a balance in your account that will cover the checks you write and other transactions. If a check or transaction is presented to us for payment when there are not enough available funds in your account to cover our payment of the check or transaction, we may pay the check or transaction or may refuse payment and return a check unpaid or decline a transaction. An insufficient balance in your account could result from: (a) the payment of other checks you have written; (b) payments you have authorized; (c) service fees you have not recorded in your records; or (d) checks deposited to your account that are uncollected or returned to the Bank unpaid.

B. Returned Deposited Items

Certain checks you may deposit into your account in amounts under $1,000 that are returned – including, but not limited to, those returned for insufficient, uncollected or unavailable funds, or for missing endorsement – will be automatically re-presented by us for payment, without affecting your account balance other than applicable fees; if returned again, they will not be re-presented by us and your account will be debited accordingly and may be subject to applicable fees.

C. Overdrafts

Overdrafts incurred on your account from checks you write or transactions you authorize are approved for payment at our discretion. We may, but are not required to, refuse to pay any item unless your available account balance at the time is equal to or more than the amount of the item, plus all other items received but not yet paid. Even if we have paid overdraft items before, we are not required to do so in the future.

Generally, for each business day, our processing order is: (1) real time transactions (e.g., ATM and fund transfers); (2) credits (including deposits); (3) ACH credits; (4) ACH debits (from lowest to highest); (5) checks presented (from lowest to highest); and (6) various fees.

It is your responsibility to avoid overdrawing your account. The Bank does not charge fees for ATM or debit card transactions that overdraw your account, so the Bank does not provide a Regulation E overdraft opt-in for ATM and debit card transactions.

D. Your Responsibility to Repay Overdrafts

You must promptly pay the amount of any overdraft along with any fees that may apply. If you do not, you may be charged additional fees (i.e., returned item/non-sufficient funds ("NSF") fees) and/or any applicable interest, according to your specific fee schedule. We also may report you to credit reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your account to pay any overdraft, resulting fees, and any applicable interest. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security or other government benefits). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions at any time.

You agree to pay all costs and expenses we incur in collecting any overdraft, including attorneys' fees. In addition, if we close your account with an outstanding overdraft and charge off the amount of the overdraft (that is, take a loss), we may still pursue collection of the amount you owe, including through legal proceedings, after it is charged off.

E. Overdraft Fees and Returned Item/Non-Sufficient Funds (NSF) Fees

In the event the Bank at its discretion pays any check or order which creates an overdraft in your account or pays against uncollected funds, the Bank reserves the right to charge interest, if applicable, and/or a fee on the overdraft or the amount paid against uncollected funds ("overdraft fee"), according to your specific fee schedule. In the event the Bank in its discretion returns items unpaid when there are insufficient or uncollected funds to cover the items, the Bank reserves the right to charge returned item/non-sufficient funds ("NSF") fees.

We may charge an overdraft fee or NSF fee for any check or ACH transaction presented on a business day when your account is overdrawn, whether or not we pay the item. We may at our discretion approve or decline ATM and debit card transactions that overdraw your account, but you will not be charged a fee for these transactions, so the Bank does not provide a Regulation E overdraft opt-in for ATM and debit card transactions. We may charge up to four (4) overdraft fees and/or NSF fees per business day. We will not charge overdraft fees or NSF fees if your account is overdrawn due to a Funds Availability Policy hold and notice of that hold is not provided at the time of the deposit. Notwithstanding the foregoing, it is the Bank's policy not to charge an NSF fee on a check or ACH transaction that was previously returned unpaid and already assessed an NSF fee (a "re-presented item"). Only one NSF fee will be assessed per unique check or ACH transaction, regardless of how many times the same item is presented or re-presented to the Bank. Please refer to your Schedule of Fees for information about what fees apply and how fees are calculated for your account.

F. Set-off and Security Interest

The Bank may, at any time with notice sent to you on the same business day, including the reason, assert a lien on all of your accounts and apply and set off all or any part of the funds in your account(s) against any indebtedness, matured or unmatured, which may then be owed to the Bank by you whether as a borrower or guarantor. Debts include any overdrafts or fees you owe to us. In the case of joint accounts, this right applies to indebtedness due to the Bank by either or any of the owners of the account. However, the Bank will not set-off against an Individual Retirement Account ("IRA") or similar tax-deferred account or Social Security or supplemental security income payments.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may set off against any of your accounts to recover the payments if we are obligated to return funds to the payor.

XIII. Interest on Checking and Money Market Savings Accounts

When you open a checking or money market savings account that pays interest, we will provide you with the current interest rate and APY for your account.

Your account has a variable interest rate. That means we may change the interest rate and APY as often as we choose, without limits and without notice.

A. Earning/Paying Interest

Interest begins to accrue one or two business days after the Bank receives and credits the deposit to your account. Cash and certain other items will begin to earn interest on the business day of your deposit. Your account earns interest daily provided you maintain in your account the minimum collected balance applicable to your account. Interest is paid by crediting your account at the end of each statement cycle (approximately a 30-day period). If you close your account before the end of a statement cycle, you will not forfeit interest that has accrued through the date of closing. Any accrued but uncredited interest will be credited to the account upon closing and paid to you as part of the account closure process.

If the balance on deposit in your account falls below the applicable minimum collected balance on any day during a statement cycle (approximately a 30-day period), your account will not earn interest for that day.

B. Interest Computation Method/Compounding Period

The interest on your account is calculated using the daily collected balance method. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for non-cash items). This method applies a daily periodic rate to the principal in the account each day.

Interest is credited and compounded monthly. Interest on your account is compounded at the end of each statement cycle and is computed on a 365-day basis. We pay interest only in whole cents earned. The compounding period is defined as the period at the end of which your interest begins to earn interest. Compounded interest is computed on your collected account balance plus interest you have already earned. Thus, if you leave interest in your account, you earn interest on the interest.

C. Interest Rate

The interest rate is the annual rate of interest paid on your account which does not reflect compounding. At the Bank's discretion, we may change the interest rate on your account at any time. The exact interest rate you receive depends on the amount you keep on deposit. The interest rate on your account may increase or decrease as the balance on deposit comes within each of the tiers applicable to your account. The interest rate on your account is set forth in the separate disclosure you received at account opening and applied only from the date you open the account until the next interest rate change.

D. Annual Percentage Yield

The APY is the actual interest rate your money will earn if it remains on deposit for a full year and all interest is left in the account. Because your interest earns interest, the APY will be greater than the annual interest rate. of course, if you withdraw some funds from your account, the APY will be reduced. If the annual interest rate changes, the yield will also change. The APY on your account is set forth in the separate disclosure you received at account opening and applied only from the date you open the account until the next interest rate change.

E. Fees and Expenses

Your account may be subject to a minimum balance fee if you do not meet the average collected balance requirements set forth in the Bank's Schedule of Fees. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. Your account may also be subject to other special handling fees (such as for production of documents, responding to subpoenas, or giving testimony regarding your account) or service fees. When you opened your account, we provided you a Schedule of Fees applicable to your account, and we may change the fees from time to time. We may charge these fees to your account at any time even if the charge overdraws your account.

You will reimburse us on demand for all expenses we incurred (including reasonable attorneys' fees) in connection with compliance with your requests or enforcement of any obligations relating to your account. If this account is a joint account, all joint owners will be responsible for the payment of all such fees and expenses.

XIV. Non-Market Linked/Fixed Rate Time Deposit/Certificate of Deposits Only

A "non-market linked/fixed rate" Time Deposit/Certificate of Deposit or "TD" is a deposit with us for a specified period of time that is not linked to a specific market condition. This section covers both retirement and non-retirement TD products, unless otherwise indicated. Here are a few things you should know about TDs:

A. Term

The term is the number of days, months, or years you agree to leave your money in the account and is stated on your FDIC Insured Fixed Rate Deposit Application. The term of your TD begins on the day the Bank receives value for your deposited funds (the value date) and ends on the maturity date stated on the FDIC Insured Fixed Rate Deposit Application.

B. Deposits

The Bank may refuse, limit, or return any deposit. You may not make additional deposits into your TD. However, you may open additional TDs according to the rates and maturities available at that time.

C. Interest Rate

The interest rate is the annual rate of interest paid on your TD, which does not reflect compounding and is the rate paid throughout the term. Interest is always stated as an annual rate even though the term of your TD may be more or less than a year. The interest rate offered by the Bank on a TD is determined by the Bank each day based on market conditions. The interest rate for your TD of a certain date is set forth on the signed Fixed-Rate Term Deposit Application.

D. Annual Percentage Yield

The Annual Percentage Yield ("APY") is the actual interest rate your money will earn if it remains on deposit for a full year and all interest is left in such TD. The APY for your TD is set forth on the signed Fixed-Rate Term Deposit Application. If your TD is for a term of less than one (1) year, the APY shown assumes that all principal and accrued interest on your TD will be renewed for a full year at the same interest rate.

The APY disclosed on the face of your Fixed-Rate Term Deposit Application, TD Advice of Deposit, or on the Notice of Maturity assumes interest will remain on deposit until maturity. Interest is earned to, but not including, the maturity date or date of early

withdrawal. On maturities of more than one (1) year, interest will be earned at least annually and the amount(s) paid or earned will be reported to the IRS each calendar year. A withdrawal will reduce earnings.

E. Interest Accrual

Accounts are opened only with available funds. Interest begins to accrue on the next business day after deposit.

F. Interest Computation Method

Unless otherwise stated on your Application, interest on a TD is computed by the Daily Balance method. This method applies a daily periodic rate to the principal in the account each day your funds are on deposit. Interest is earned to, but not including, the maturity date or date of early withdrawal.

G. Crediting of Interest Rate

Simple interest is computed on a 365-366-day basis. Interest rate is credited at maturity for TDs with a term period less than or equal to one (1) year. For TDs with a term period greater than one (1) year, interest rate is credited annually and at maturity.

H. Maturity Rate and Grace Period

The maturity date is the last day of your TD's term. We provide you with a seven (7) calendar days grace period after the maturity date. You can withdraw your TD principal without paying an early withdrawal penalty, make additional deposits, or change the rate or term of your TD only on the maturity date or during the grace period. If the last day of the grace period is on a non-business day, then the next business day becomes the last day of the grace period. If the maturity date falls on a Saturday, Sunday, or Federal holiday, the next business day becomes the maturity date.

I. Notice of Maturity (For Consumer Accounts Only)

(i.e., accounts held by a natural person primarily for personal, family, or household purposes) The Bank will send you a Notice of Maturity prior to maturity for TDs with maturities greater than 30 days.

J. Renewal at Maturity/Interest After Maturity

Unless the Bank receives written instructions to the contrary from you prior to maturity, your fixed rate TD plus accrued interest will be automatically renewed at maturity for the same term as your maturing fixed rate TD, or if the same term is no longer offered by the Bank then for a term closest to your maturing fixed rate TD, at the then prevailing interest rate of the Bank for such fixed rate TDs. Your instructions to transfer funds at maturity via wire are subject to the "Fund Transfers" section of this Agreement. (Also see section "Other Legal Terms".)

K. Paying Interest

Interest will be paid to you at maturity in accordance with your signed Fixed-Rate Time Deposit Application, or in other written instructions you give to the Bank. Your instructions may indicate that interest will be paid to you by check, credited to another account at the Bank, or added to the principal of your TD at renewal.

L. Fund Transfers from Matured Time Deposit/Certificate of Deposit to Cover Deposit Account Minimum Balance Requirements and Other Fees (For International Customers Only)

Unless you instructed the Bank otherwise in writing, upon maturity of your TD, the Bank may transfer, at its discretion, funds from your matured TD to any of your Deposit Accounts with the Bank when the Deposit Account's balance falls below the average daily collected balance, and to cover any applicable fees. Please see "Schedule of Fees – International Customers" for minimum balance requirements and fee schedule.

M. Early Withdrawal Penalties

The funds in your TD must remain on deposit until the maturity date. There is a penalty for withdrawing principal prior to the maturity date. ALTHOUGH THE BANK GENERALLY PERMITS WITHDRAWAL OF PART OR ALL OF THE FUNDS IN A TD BEFORE MATURITY, THE BANK RESERVES THE RIGHT TO REFUSE EARLY WITHDRAWALS. FURTHERMORE, IF YOU MAKE A WITHDRAWAL OF ANY OF THE DEPOSITED FUNDS FROM YOUR TD BEFORE THE MATURITY DATE, THE BANK WILL IMPOSE A PENALTY AND YOU WILL FORFEIT SOME OR ALL OF THE INTEREST YOU HAVE EARNED ON THE AMOUNT WITHDRAWN. IF THE AMOUNT OF THE PENALTY IS GREATER THAN THE AMOUNT OF INTEREST EARNED, OR IF YOU HAVE WITHDRAWN INTEREST, ANY AMOUNT NECESSARY TO SATISFY THE PENALTY AMOUNT WILL BE DEDUCTED FROM THE PRINCIPAL AMOUNT OF THE TD.

The amount of the Early Withdrawal Penalty will be as follows:

- For all terms of maturity, we will impose a penalty of seven (7) days simple interest on the total deposit if the withdrawal is made within the first six (6) days after the deposit.
- TDs with a term of three (3) months or less – You will forfeit an amount equal to one (1) month of simple interest on amount withdrawn, subject to a minimum of $250.

- TDs with a term of greater than three (3) months up to and including twelve (12) months – You will forfeit an amount equal to three (3) months of simple interest on amount withdrawn, subject to a minimum of $250.
- TDs with a term of greater than twelve (12) months – You will forfeit an amount equal to six (6) months of simple interest on amount withdrawn, subject to a minimum of $250.

If the amount of accrued and unpaid interest on the deposit is less than the penalty, the difference will be deducted from principal.

N. Waiving Early Withdrawal Penalties

We will waive early withdrawal penalties in these circumstances:

- Death of a TD owner or a grantor of a revocable family/living trust;
- Disability of a retirement (i.e., IRA or Keogh) TD owner;
- Court determination that a TD owner is incompetent;
- Re-titling of a TD (excluding a retirement TD) to transfer ownership of funds into a living trust without moving funds from the Bank and where no change in term or rate occurs; and
- For retirement TDs, if the owner is 59-1/2 years old or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution.

O. Final Payment on Deposits of Checks, Drafts, and Other Instruments

Any instrument not finally paid (returned unpaid) will be deducted from your TD, and your TD may be canceled.

XV. Statements and Notice of Errors

A. Statements

We will send an account statement for checking and money market savings accounts to the current address listed in our records. You will receive a statement approximately every thirty (30) days showing the deposits made and withdrawals from your account during the period. Any service fees you have incurred will appear on your statement. Statements will be sent via ordinary U.S. mail, unless you and we agree otherwise. We may charge you a statement reproduction fee for each statement copy you request.

We will send only one statement for any account, even if it has more than one owner. You agree that sending the account statement to one owner qualifies as sending it to all owners, even if all owners do not have access to the mailing address of record for the account.

You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this Agreement.

If your statement is returned as undeliverable, we may discontinue mailing statements, but statements will be considered available to you on the day they are generated.

A "statement period" means the period covered by your account statement. If you receive a statement monthly, the monthly statement period may or may not be a calendar month. The number of days covered by your account statement will be on your statement.

B. Notice of Errors, Fraudulent Activity, Forgeries, and Unauthorized Signatures

You are responsible for carefully examining your statement and checks and reporting any errors, fraudulent transactions, forgeries, alterations, or other irregularities to us, in writing, within 60 days from the statement postmark date or otherwise when we make a statement available. You must provide us with all information we need to investigate the alleged error, fraud, or item. There may be instances in which the bank may request that you file a police report or provide supporting documentation such as an affidavit and/or testimony; this however will not hold up the investigation which will start immediately upon your notifying the Bank.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors. AS SUCH, YOUR FAILURE TO NOTIFY YOUR BRANCH OF THE BANK OF ANY IRREGULARITIES IN YOUR ACCOUNT MAY BE A DEFENSE AGAINST YOU TO ANY CLAIM YOU MAY HAVE AGAINST THE BANK WITH RESPECT TO YOUR ACCOUNT. However, the "Electronic Fund Transfers" section of this Agreement applies to the reporting of errors on personal electronic fund transfers ("EFTs") subject to Consumer Financial Protection Bureau Regulation E. You also have certain rights under federal law for substitute checks; please see the "Substitute Checks and Your Rights" section of this Agreement for more information.

C. Receiving Checks

Checks you have written or authorized are delivered to you in "image statement." Image statement means we only include images of the front and back of your paid checks with your statement. We will not return to you your paid checks and may destroy original checks after a reasonable period of time as we determine. We may charge you a check copy fee for each copy of a paid check you request, unless the law states otherwise.

We cannot provide you with a copy of the images of checks that are sent to us as electronic transfers. The image will appear with other checks in your image statement.

XVI. Change of Address

You must notify your Client Service Representative promptly and in writing of any change in your address, as well as any change in the country (or countries) in which you are a resident for tax purposes. Mail will be sent to you at the most recent address we have recorded for your account. If you change your address and do not notify us, we may impose a service charge for holding mail for you which has been returned to us by postal authorities.

XVII. Hold Mail (For International Customers Only)

If you request, and we agree to hold on your behalf, mail relating to your account(s) (including all statements, supporting vouchers, unpaid returned items, advices, correspondence, and documents) until such time as we receive satisfactory written instructions from you to forward them to an indicated address, or until they are retrieved in person by you or your duly authorized agent at the Bank, you agree that all such account records held by us pursuant to your instructions will be deemed to have been timely made available to you, without any liability or responsibility on our part. You understand and agree that all time periods provided by law in which you may assert any claim or commence any action against us in respect to any matter relating to any account(s) for which you requested us to hold your mail, including but not limited to discrepancies, forgeries, or alterations, which would be revealed by, or readily become apparent from, an examination of the account(s) records, will be counted from the time your account records are made available to you, as defined in this paragraph.

You also understand and agree that: (1) this service is requested by you; (2) we may charge you an annual fee for such service; (3) we may destroy any mail left unclaimed after three years; and (4) you will indemnify and keep harmless the Bank from any and all claims, damages, costs and expenses (including attorneys' fees).

XVIII. Closing Your Account

Either you or we may close your account at any time for any reason or no reason. We may automatically close your account if the account balance is $0 or negative. A closed account may be automatically reopened if we receive a deposit to the account. We may also close your money market savings account and open an interest-bearing checking account (or regular checking account if an account is maintained by a corporation, partnership, or other business entity operated for profit) if, in our opinion, you exceed the transaction limit on your account on more than an occasional basis.

We may send you written notice that we have closed or will close your account and return the account balance less any fees, claims, set-offs, or other amounts if the balance is greater than $1. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks. We will have no liability for refusing to honor any check drawn on a closed account and will return the item unpaid. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse, such as check kiting or overdrafts.

XIX. Inactive and Unclaimed Accounts

Each State has laws that govern when accounts are considered dormant or unclaimed and when we are required to send a customer's funds to the State, e.g.: three (3) years in New York, New Jersey, and California; and five (5) years in Florida. For U.S. customers, the State of your residency as you provided it to us in our records, determines the unclaimed property period. For non-U.S. customers, New York State law determines the unclaimed property period.

We encourage you to make sure your accounts remain active by making deposits, withdrawals, or sending a written communication to us notifying us that you know your account still exists so you receive regular statements, have the full use of your accounts, and avoid the potential of having your funds transferred to the State of your residency as per our records as unclaimed property. We will send you a letter in advance if your funds may be transferred to the State as unclaimed property.

If we pay the funds in your account to the State where your account is located, the State holds the funds, in trust, for the benefit of rightful claimants, and any claims must be made directly to the State. Your account may be charged for certain expenses incurred in attempting to notify you and remitting the funds to the State, as well as fees for administering your account after it has become dormant. We will send you a notice 30 days prior to imposing a dormant account fee. You hereby authorize us to debit such fees from your account.

XX. Substitute Checks and Your Rights

A. What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: **"This is a legal copy of your check. You can use it the same way you would use the original check."** You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account.

However, you have rights under other law with respect to those transactions.

B. What are My Rights as a Consumer Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows consumer customers to request a refund for losses you suffer if a Substitute Check is posted to your account (e.g., you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (e.g., returned for or paid against insufficient or uncollected funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive **up to $2,500** of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) no later than **45** calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your account.

C. How Do You Make a Claim for a Refund?

If you are a consumer customer and you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your account, please contact your Relationship Manager. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the account statement showing that the Substitute Check was posted to your account, whichever is later.

We will extend this time period for a reasonable time if you were not able to make a timely claim because of extraordinary circumstances. ***Your claim must include:***

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

XXI. Fund Transfers

By signing the Application for Transfer of Funds ("Transfer Application") and/or choosing the interbank transfer option of the Letter of Authorization to Pay Third Parties on Behalf of Bank Customers ("Letter of Authorization"), you also agree to the following provisions applicable to fund transfers (i.e., wire transfers and ACH transfers), including foreign/cross-border wire remittance transfers governed by Subpart B of Regulation E, enforced by the Consumer Financial Protection Bureau. They do not apply to electronic fund transfers governed by Subpart A of Regulation E, enforced by the Consumer Financial Protection Bureau, which are covered in the "Electronic Banking Services/Electronic Fund Transfers" section of this Agreement.

A. Wire Transfers

By providing a Payment Order request to us, you authorize us to initiate a wire transfer on your behalf. Notwithstanding any routing indicated in your instructions, we may select any Intermediary Bank, fund transfer system, or means of transmittal to send your transfer instructions. When you send or receive a wire transfer, we, or any other financial institution involved, may use Fedwire or CHIPS, and to the extent that the wire transfer is affected through Fedwire, your rights and obligations will be governed by Regulation J of the Federal Reserve Board. The cut-off time for wire transfer requests is 3:00 p.m. New York time for branches and offices located in New York, Florida, and New Jersey, and 2:45 p.m. New York time for branches and offices located in California. We may treat a wire transfer request received after such cut-off time as if received the following business day.

B. Originating ACH Transfers

For commercial customers, if you request, and we agree to permit you to initiate electronic credit and/or debit entries by means of the Automated Clearing House Network, you understand and agree that you must comply with the Automated Clearinghouse Service Terms in the Master Agreement for Online and Mobile Cash Management Services.

C. Receiving ACH Transfer Instructions

From time to time, originators that you authorize may send us instructions to pay funds to or from your account via an ACH credit or debit. Each such ACH transaction is subject to the Operating Rules of the National Automated Clearing House Association (NACHA) and any local ACH operating rules then in effect. We may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction. Under the current ACH rules, transfers sent through an ACH system are provisional and may be revoked prior to final settlement. If an ACH credit to your account is revoked before final settlement, and we do not receive final settlement, we may charge your account for any amount credited. In such case, we

may not provide you with a separate notice, but will indicate any such charges on your next periodic account statement.

Similarly, we will generally not send a separate notice of each completed ACH transaction. ACH transactions will, however, be listed on your periodic account statement. If you are expecting a money transfer and want to find out if it has been credited or debited to your account, you may call your Client Service Representative or check your account online if you have online banking.

D. Error Resolution and Cancellation Rights (For Consumer Initiated Foreign/Cross-Border Remittance Transfers Only)

1. What to Do If You Think There Has Been an Error or Problem

If you think there has been an error or problem with your remittance transfer:

- Call your Client Service Representative or Relationship Manager at once, or call: 1-212-551-8500; or
- Write to us at:

  Israel Discount Bank of New York

  1114 Avenue of the Americas

  New York, NY 10036

  Attn: [Your Relationship Manager]

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within ninety (90) days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

2. What to Do If You Want to Cancel a Remittance Transfer

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact your Relationship Manager within thirty (30) minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

E. Statements of Account Activity and Notification of Errors

The Bank will provide you with periodic statements describing account activity, including Payment Orders paid or executed on your behalf, as applicable. Such statements will be delivered on a monthly basis or as otherwise required by applicable law. You must review each statement and notify the Bank of any discrepancies, unauthorized transactions, or other errors within a reasonable time, not exceeding sixty (60) days after the Bank sends or otherwise makes available the periodic statement on which the discrepancy, unauthorized transaction, or error first appears, except to the extent a longer period, different notice requirement, investigation obligation, or liability limitation is required by applicable law. If you communicate such notification orally, the Bank may request that you confirm the notice promptly in writing; however, any timely oral notice will be treated in accordance with applicable law and will not be disregarded solely because written confirmation is not received.

You will be deemed to receive any information that is mailed by the Bank five (5) business days after such information is mailed. If you have requested the Bank to hold your mail at the Bank, you will be deemed to receive such information at the time it is delivered to the hold mail area by the Bank, subject to any consumer protection requirements that may require a different result. The Bank will have no liability to you for any loss of interest or other loss on any Payment Order described in a statement if you fail to notify the Bank of a discrepancy, unauthorized transaction, or other error with respect to such Payment Order within the time limits described above, except to the extent liability, error-resolution, reimbursement, or investigation rights are provided under applicable law, including Regulation E for consumer electronic fund transfers.

You will be precluded from asserting that the Bank is not entitled to payment on any Payment Order if you fail to notify the Bank of any objection to such payment within ninety (90) days after the Bank sends or otherwise makes available a statement describing such Payment Order, but only to the extent such preclusion is permitted by applicable law and does not limit any rights available to you under Regulation E or other consumer deposit account laws.

F. General Provisions

The following provisions apply generally to all fund transfers by wire or ACH. Your account may be charged a fee for sending or receiving a money transfer which may be deducted from your account or from the amount of the transfer. Please refer to Schedule of Fees.

1. Authority to Execute Payment Orders/Security Procedures

You, or your authorized representative designated in a resolution on file with the Bank, may instruct the Bank to pay, or to cause another bank to pay, a specified amount of money to a designated Beneficiary (the "Payment Order") and authorize the Bank to honor, execute and accept, and to charge any of your deposit accounts at the Bank as a source of payment without limitation as to amount. The term Payment Order includes a request for amendment or cancellation of a Payment Order. In executing a Payment Order, the Bank may use any fund transfer system as the Bank deems appropriate in its sole discretion.

The Bank has offered and recommended that you use the standard security procedure of requiring an original written Payment Order, to be completed and executed by you in the presence of an authorized bank representative, which you agree is a commercially reasonable security procedure. The Bank reserves the right to accept Payment Orders based on duly authorized instructions on other than a Transfer Application or Letter of Authorization and by other means in its sole discretion and upon Agreement to and execution of other adequate security procedures. If the Bank accepts a Payment Order in good faith and in compliance with these security procedures, such Payment Order will be deemed to be a Payment Order by you and you will be obligated to pay the Bank the amount of the Payment Order whether or not such Payment Order was sent or authorized by you. If signature comparison is used as a part of such agreed-to security procedures, the Bank will be deemed to have complied with that part of such procedures if, on the basis of such comparison, we believe the signatures compared are those of the same person.

2. Instructions to Bank/Processing Procedures

All information on the Transfer Application or Letter of Authorization, as applicable, must be complete, including designation of any Intermediary Bank. Completion of the Transfer Application or Letter of Authorization for a fund transfer will constitute a Payment Order instructing the Bank to execute or pay the order.

The Bank will execute a Payment Order by issuing its own order, in furtherance of and in conformity with the instructions in the Transfer Application or Letter of Authorization, to the Intermediary Bank, if applicable, or directly to the Beneficiary's Bank, or the Bank will pay the Beneficiary if the Bank is also the Beneficiary's Bank. The Bank will execute or pay a Payment Order in same day funds, except if the Bank is also the Beneficiary's Bank, in which case the Bank will pay in next day funds if so requested. Except where a later date is specified in the Special Instructions field on the Transfer Application, the Bank will execute or pay the Payment Order on the Date of Application or as specified in the Letter of Authorization if received prior to 3:00 p.m. on a business day. If received after 3:00 p.m., the request will be processed on a best-efforts basis but may be paid on the next business day if received after 3:00 p.m. If a later date is specified, the Bank may execute or pay your order on that date. Unless otherwise arranged, the Bank will debit your account for the amount of the Payment Order and for the Bank's charges, of which you have been informed. The Bank reserves the right to refuse or delay execution or payment of any Payment Order in the event: (i) there are not sufficient funds available for withdrawal in your account to be debited; (ii) the Bank otherwise has not been paid for the transfer; (iii) in the event a Payment Order is unclear or incomplete; or (iv) for other reasons satisfactory to the Bank.

3. Transfer Requests by Telephone, Facsimile, Email or Other Means of Communication

The Bank may permit you to request a transfer of funds from your Deposit Account(s) at the Bank by telephone, facsimile, e-mail or other means of communication ("General Instructions"). You agree that the risk and possible losses from General Instructions are yours. You agree that the Bank will not be liable for any losses arising from General Instructions and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank effects a transfer after receiving General Instructions and such instructions were not authorized by you, or were misunderstood.

In this regard, the Bank may, but will not be required to, seek verification of such General Instructions by call back to you or other procedure. The Bank may in its sole discretion refuse to execute General Instructions without incurring any liability to you and will have no obligation to transfer funds in the absence of written instructions from you.

If your account is a money market savings account, transfers requested by General Instructions will generally count toward the number of transfers that you are allowed per statement period.

4. Payment in Foreign Currency

In the event the fund transfer is to be made in a currency other than U.S. Dollars, the Bank will purchase the foreign currency, and the Bank will be paid the U.S. Dollars equivalent of the amount of the foreign currency transferred, at the exchange rate you were advised by the Bank. You understand, further, that if the Beneficiary's Bank is instructed to pay in a currency other than its local currency, payment will normally be made by the Beneficiary's Bank at its rate of exchange on the date of its payment. You will comply with all local currency restrictions and any other local law governing the transaction.

For U.S. Dollars which are to be transferred and converted abroad it is hereby understood and agreed that the foreign correspondent of the Bank, its agent, or any sub-agent of the foreign correspondent may, at its option at any time, convert the U.S. Dollars into currency of the country where payment is to be made at said correspondent's agent's or sub-agent's buying rate of exchange for U.S. Dollar checks in New York at the time of such conversion. If for any reason payment is not effectuated, and the U.S. Dollars will not have been converted into foreign currency, the Bank will not be liable for any sum in excess of the current

market value in New York of such foreign currency at the time of the refund.

The Bank may convert U.S. Dollars you delivered to us for transfer into the currency of the country to which remittance is to be made at the Bank's selling rate on the date such funds are received and the confirmation of the Bank will be conclusive evidence that such conversion has been affected. If for any reason payment is not effectuated, the Bank will not be liable for any sum in excess of the current market value in New York of said foreign money at the time the refund of same is made.

Furthermore, in respect to either of the above transfers, if payment is not effectuated, the Bank will not be required to make any refund whatsoever until it has received advice from its correspondent that payment is canceled and said bank is in possession of the relevant funds.

Foreign checks will be forwarded immediately for presentation to the drawee, and the drawer will be released from any and all liability should the check be dishonored after delay in presentation. The Bank is not liable for the acts of any of its correspondents or sub-agents.

5. Reliance on Identifying Numbers

You agree that the Bank and any other bank involved in the fund transfer may rely on the identifying number (e.g., FEDWIRE number or account number) of any person or entity as instructed in the Transfer Application or Letter of Authorization, be it the Intermediary Bank, Beneficiary's Bank, or Beneficiary, even if it identifies a person or entity different from that identified by name. We and other banks that handle the fund transfer have no duty to detect any inconsistency between the name and identifying number. You will be responsible for any inconsistency between the name and identifying number of any such person or entity as set forth in the Transfer Application or Letter of Authorization and will be liable for any loss, liability, expense, or damage, including attorney's fees and litigation expenses the Bank may incur as a result of, or in any way connected with, such inconsistency.

6. Payment Orders Failing to Identify Beneficiary's Banks or Intermediary Banks

a. If No Beneficiary Bank or Intermediary Bank is Identified

If a Payment Order does not designate the Beneficiary's bank intended to receive such Payment Order, the Bank will not attempt to identify the bank where the Beneficiary maintains an account and will seek further instructions from you prior to acting on the Payment Order. Where appropriate, the Bank will select an Intermediary Bank, and you agree that the Bank will have no liability with respect to such selection.

b. Use of Correspondents, Agents, and Systems

You agree that in executing any Payment Order, the Bank may make use of correspondents, agents, sub-agents, and fund transfer and communications systems. To the full extent permitted by law: (i) such correspondents, agents, sub-agents, and systems will be deemed to be your agents and the Bank will not be under any liability for any errors, negligence, suspension, or default of any of them or for any failure to identify the Beneficiary or any mis-payment by any of them; and (ii) the Bank will not be liable for any errors, mutilations, delay, mis-delivery, or failure of delivery in the transmission of any Payment Order or for any suspension of any means of communication or for any imposition of any censorship, exchange control, or other restriction, all such risk being borne by you.

7. Limited Obligation to Execute; Insufficient Funds

The Bank is not obligated to honor, execute, or accept any Payment Order. If the Bank is otherwise entitled to reject a Payment Order on the basis of the account not containing sufficient funds, the Bank may, but is not obligated to: (a) create an overdraft in the account; or (b) transfer funds from another account to the extent of the deficiency.

8. Rejection and Return of Payment Orders

If the Bank, in its sole discretion, determines not to honor, execute, or accept a Payment Order received from you in accordance with this Agreement, we will endeavor to notify you of such determination by telephone or facsimile, but will have no liability by reason of delay in providing, or failure to provide, such notice. You agree that the foregoing constitutes a commercially reasonable means of notice. You understand that the Bank will have no obligation to notify you of the rejection of Payment Orders communicated to the Bank by a means or in a manner that does not comply with this Agreement. The Bank will use reasonable efforts to notify you if any Payment Order is returned to the Bank after its execution but will have no liability by reason of its delay in providing, or failure to provide, such notice.

9. Bank Liability; Customer Indemnity

It is understood and agreed that the Bank does not guarantee payment to the Beneficiary. The Bank will be responsible only for performing the services expressly provided for in this Agreement, will be liable only for its negligence or failure to act in good faith in performing those services, and will not be liable to any third party or for any act or omission by you or any third party. In no event will the Bank be liable for special, punitive, indirect, or consequential damages, nor will any action or inaction on the part of the Bank constitute a waiver by it of any cause of action or defense to recovery under any applicable law. The maximum period for which the Bank will be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous, or other Payment Order is thirty (30) days, except to the extent a longer period is required by applicable law. You will

use reasonable efforts to assist the Bank in recovering the amount of any overpayment for which it is liable. THESE OBLIGATIONS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Information Requests

Upon request, you will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders and fund transfers, including but not limited to, dollar amounts, account(s) affected, dates, and names of beneficiaries and third parties involved in the transfer.

11. Disclaimer of Liability

The Bank will have no responsibility for losses or failure or delays in acting caused by: fire or other catastrophe; mechanical, computer, or electrical failures; or an act of God or other circumstances beyond its control. Circumstances beyond the Bank's control include, without limitation, declared or undeclared war, asset freezes, exchange controls, censorship, nationalization, confiscation, expropriation, blockage, revolution, or any law, decree, moratorium, regulation, compulsion, or control of public authority or of domestic or foreign government, de jure or de facto. In addition, the Bank will have no responsibility for losses or for failure or delays in acting if such action would have resulted in the Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental authority or applicable clearing house. The obligation, if any, of the Bank with respect to any fund transfers or Payment Order, or the return of funds to you will be suspended while any of the above-described situations exist.

To the maximum extent permitted by law, the Bank will not be liable for events or circumstances beyond the Bank's reasonable control or for indirect, special, or consequential damages, even if the Bank is advised as to the possibility of such damages.

12. Governing Law

These provisions will be governed by and interpreted in accordance with the laws of the State of New York including without limitation Article 4A of the Uniform Commercial Code, and, as applicable, operating circulars of any Federal Reserve bank, federal laws and regulations, as amended, and funds-transfer system rules. You also agree to be bound by the rules of all fund transfer systems and communications systems in which we participate (i.e., Fedwire, CHIPS, and S.W.I.F.T.) and general commercial bank practices applicable to fund transfers and related activities.

13. Amendments and Cancellations

The Bank is not obligated to amend or cancel a Payment Order, but if in its sole discretion it determines to do so, it may condition its action upon: (a) compliance with applicable security procedures; and (b) receipt of an indemnity and bond or security acceptable to the Bank. Any amendment or cancellation of a Payment Order by the Bank will relieve the Bank of any obligation to act on the original Payment Order amended or canceled.

14. Provisions Relating to Your Account(s) and Payment

You acknowledge that your account(s) at the Bank is maintained subject to the following conditions, in addition to such other terms and conditions as the Bank may establish from time to time, and agree as follows:

- You will pay the Bank the amount of each Payment Order executed or paid by the Bank pursuant to the Transfer Application and/or Letter of Authorization on the date of such execution or payment, as applicable, and at such time on such date, as the Bank in its discretion will determine. The Bank may, without prior notice or demand, obtain payment of any such amount by charging your account(s). You agree to pay the Bank on demand for any overdrafts in any of your account(s) arising by Fund Transfer(s) together with any interest that may apply.
- The Bank may credit your account(s) in any amount to which you may be entitled by reason of the return of a Payment Order executed by the Bank or the amendment or cancellation of a Payment Order.
- Notwithstanding that the Bank may, from time to time, at is sole discretion, and whether or not on a repetitive basis, make funds available to you in anticipation of final payment of Payment Orders for which you are the Beneficiary, you agree that all such funds made available prior to receipt of final payment: (i) constitute loans or advances by the Bank and not acceptance of a Payment Order; (ii) will be payable promptly upon demand of the Bank; and (iii) will bear interest at the rate customarily charged by the Bank on overdrawn accounts if applicable.

XXII. Electronic Banking Services/Electronic Fund Transfers

If the Bank gives you an ATM Card, Debit Card, or other device or code to access your account, you agree to use such card, device, or code access method only in the manner and for the purposes described below and in any specific disclosure applicable to such access method provided to you by the Bank. If you attempt to use the access method in any other manner or for any other purpose, the Bank may reject the transaction; or, at its discretion, the Bank may complete the transaction without incurring any obligation to honor the same type of transaction on future occasions. The Bank may decide not to issue a specific access method to any client, and the Bank may also terminate a specific access method without cause or notice.

A. Access Cards – ATM and Debit Cards

If the Bank issues you an ATM Card or Debit Card ("Access Card"), the Access Card, along with your Personal Identification Number ("PIN"), will enable you to access your account at Automated Teller Machines (ATMs). In this regard, an Access Card may be issued to each account owner, and multiple accounts may be linked to the Access Card. You may use your Access Card at an ATM to withdraw cash, make balance inquiries regarding your account, and in cases where your account includes multiple accounts, transfer funds among such accounts. Your ability to perform these transactions or to access your account will depend on the location and type of ATM you are using and the network through which the transaction is processed.

You are responsible for maintaining the security of your Access Card and confidentiality of your PIN and preventing unauthorized use. Subject to the Electronic Banking disclosures below, you agree to notify the Bank immediately if you believe your PIN or any other security measures have been compromised.

If your Access Card is also a Debit Card, then the Access Card along with your PIN enables you to pay for purchases using a point-of-sale debit. (Note: In some cases, a point-of-sale transaction requires a signature instead of a PIN.) If you use your Access Card to effect a transaction in a currency other than U.S. dollars, the transaction will be converted into U.S. dollars in accordance with the rates in effect at the time the transaction is processed. You may incur foreign transaction fees.

You are solely responsible for complying with applicable local and foreign laws and regulations when you use your Access Card outside of the United States.

1. Documentation of Transfers

You can get a transaction record at the time you make any transfer to or from your account using an ATM. However, this transaction record is not final since each transaction is subject to verification by the Bank. If the transaction record and the Bank's records conflict, the Bank's records will control.

2. Transfer Types and Limitations/Services

You may use your Access Card and PIN to perform the following types of transactions in the IDB Bank Checking Account(s) ("Designated Account(s)") tied to your Card:

- Transaction Authorizations: Any purchase or cash withdrawal may be subject to authorization by the Bank.
- Overdrafts: You agree not to use your ATM Card or Debit Card for a transaction that would cause your balance to go below zero, or to access an account that is no longer available or that lacks sufficient funds to complete the transaction. We may approve or decline ATM and Debit Card transactions that overdraw your account at our discretion, you agree to repay any overdraft amount, but you will not be charged a fee for these transactions.
- Cash Withdrawal Limits: Individuals may withdraw available cash up to $1,000 per day from your Personal Account via ATMs, subject to available balance, account-specific restrictions, and temporary limits we may impose. Other account types, such as business accounts, may have different limits.
- Transfer funds between your Designated Account(s) whenever you request.

3. Non-IDB Bank ATMS

Use of your Card may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all the above transactions, such as reduced daily cash withdrawal limits. Transactions at non-IDB Bank ATMs may be subject to a fee assessed by the terminal owner or operator, including a fee for a balance inquiry even if you do not complete a transaction. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts based on the policies of the ATM-owning institution.

B. Fees Per Transaction Charge

Fees might be charged at non-proprietary ATMs by the providing bank in the amount posted at the respective ATM. If your linked account does not have sufficient funds to cover your withdrawal transaction, the transaction will not be authorized.

C. Online Banking Services

You may use a computer to access your account and perform certain banking transactions using the internet, including bill payments. If you subscribe to these services, please refer to the appropriate governing online/mobile section of these terms and conditions. You will be solely responsible for complying with all applicable local and foreign laws and regulations when you access your account through the internet from outside of the United States.

D. Special Provisions Regarding All Electronic Requests for Withdrawals from Your Account

You authorize the Bank to withdraw the necessary funds from your designated account on the date you schedule a transfer request. You agree that you will instruct the Bank to make a withdrawal only when sufficient available funds are or will be available in your account at the time of the withdrawal. If you do not have sufficient funds, the Bank may refuse to complete the transaction. Whether the Bank completes the transaction or not, the Bank reserves the right to impose a fee for insufficient funds, and the Bank will make no further attempt to process the transfer request. The Bank is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process the transaction.

E. Email Security

The use of encrypted and unencrypted email carries a risk of possible interception and revelation to unintended parties. You should not use encrypted or unencrypted email to send confidential information, such as social security numbers or account numbers.

F. Special Provisions Regarding Electronic Fund Transfers

The following provisions apply only to accounts established primarily for personal, family or household purposes. If you are a business or other entity that is not a natural person, this section does not apply to your account. You are solely responsible for the security of your PIN and all uses of your ATM Card and/or Debit Card ("Access Card"). Any transaction made with your Access Card is conclusively presumed to have been authorized by you. Also, while the Bank will attempt to resolve any suspected errors with respect to your automated banking transactions as soon as possible, we are not bound by the resolution time limits specified above.

1. Electronic Banking Disclosure

This disclosure statement covers your rights and responsibilities with regard to "electronic fund transfers" as defined by Regulation E of the Consumer Financial Protection Bureau. "Electronic fund transfers" include Automated Teller Machine (ATM) withdrawals and transfers, Debit Card transactions, direct deposits of Social Security payments, electronic fund transfers resulting from you providing merchants with information obtained from checks, or preauthorized debits to your account to pay recurring charges.

The term "electronic fund transfers" does not include, and therefore, this disclosure statement does not cover:

- Debits which the Bank is authorized to make from your account for service charges and other fees,
- Preauthorized transfers that you have instructed the Bank to make to another of your accounts (or a family member's) at the Bank,
- Loan payments to the Bank, or Wire Transfers and ACH Transfers, which are covered in the "Fund Transfers" section of this Agreement.

2. Contact in the Event of Unauthorized Transfer

If you believe your Access Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call your Client Service Representative or Relationship Manager at once, or call: 1-888-305-4428 or write to:

Israel Discount Bank of New York

1114 Avenue of the Americas

New York, NY 10036

Attn: [Your Relationship Manager]

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

3. Cardholder Liability

You must notify us AT ONCE if you believe your Access Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you believe your Access Card or PIN has been lost or stolen or otherwise used without your permission, you could lose all the money in your account. If you tell us that a card is lost or stolen within the time frame set forth below, your liability for unauthorized transactions will be limited as set out. If you tell us within two (2) business days after you learn of the loss or theft of your Access Card or PIN, you can lose no more than $50 if someone used your Access Card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Card or PIN, and we can prove we could have stopped someone from using your Access Card or PIN without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by Access Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

4. Business Days

Our business days are Monday through Friday. Saturdays, Sundays, and Federal holidays are not included. Please refer to our website at "www.idbny.com" for Federal holidays.

5. Right to Stop Payment of Preauthorized Debit

If you have directed the Bank in advance to make regular payments out of your account or if you have authorized someone to make preauthorized debits from your account ("originator"), you can stop any of these payments. Please call your Relationship Manager at least three (3) business days before the payment is scheduled to be made. You can also notify the Bank in writing at the following address in time for the Bank to receive your request at least three (3) business days before the payment is scheduled to be made:

Israel Discount Bank of New York

1114 Avenue of the Americas

New York, NY 10036

Attn: [Your Relationship Manager]

If you call, the Bank will also require you to put your request in writing and deliver it to the Bank within fourteen (14) days after your call.

You recognize that such a stop payment on a preauthorized debit will be effective solely for a single transaction and you will be responsible for notifying the originator that you have placed a stop payment on that specific transaction. IF YOU WISH TO STOP ALL FUTURE PREAUTHORIZED DEBITS FROM THAT ORIGINATOR, YOU MUST GIVE THE ORIGINATOR A WRITTEN NOTICE REVOKING YOUR AUTHORIZATION.

To affect a stop payment order on a preauthorized debit, you need to provide your account number, the amount and date of the debit order and the originator. The Bank may require both the company name and company identification number for the originator. If you provide the wrong company identification number or if the originator has changed its company identification number, the Bank may pay the item.

6. Right to Verify Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call your Relationship Manager to determine whether the deposit has been made.

7. Your Right to Receive Documentation or Notice of Transaction

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. You will receive an account statement each month for your accounts that are accessible by electronic fund transfers if such transfers occur during the month, but at least quarterly if no such transfers occur.

8. The Bank's Liability for Failure to Complete Transactions

If we do not complete a transaction from your account on time or in a correct amount, according to the Terms, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough available funds in your account to make the transaction.
- The ATM where you are making the transfer does not have enough cash.
- The ATM was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- Your account is not in an active status.
- Other exceptions stated in these terms and conditions are involved.

9. Disclosure of Account Information to Third Parties/Confidentiality

We will disclose information to third parties about your account or the transactions you make:

- where it is necessary for completing transfers, or
- in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant, or
- in order to comply with government agency, court orders, or other legal process, or
- if you give us your written permission.

10. In Case of Errors or Questions About Your Electronic Fund Transfers

In case of errors or questions about your Electronic Fund Transfers, call: 1-888-305-4428 and/or write to:

Israel Discount Bank of New York

1114 Avenue of the Americas

New York, NY 10036

Attn: [Your Relationship Manager]

as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you NO LATER than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. In your communication to us, be prepared to provide us with the following information:

- Your name and account number.
- A description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you initially provide this information to us orally, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account under the provisional credit allowance.

We will determine whether an error occurred within ten (10) business days after we hear from you and will attempt to correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

XXIII. Other Legal Terms

A. Telephone and Electronic Communication

You agree that the Bank may record and/or monitor any telephone calls and other electronic communications between you and the Bank and acknowledge that the Bank need not remind you of its recording of such calls and communications except as may be required by law. If we do record, we do not have to keep the recordings, unless the law says we must. If you give us your mobile phone number as a contact number for your accounts, you agree that we may contact you at that number using autodialed or prerecorded calls or text messages for informational, transactional, and account-servicing purposes (such as fraud alerts, account notifications, and collection of amounts you owe). For marketing or promotional calls or text messages made using an automatic telephone dialing system, prerecorded voice, or artificial voice, we will obtain your separate express written consent before making such contacts, in accordance with the Telephone Consumer Protection Act and applicable FCC regulations. You may revoke consent to receive autodialed or prerecorded informational calls or texts at any time by contacting your Relationship Manager. Communications may be sent electronically, such as email, rather than via U.S. mail or other means, unless the law says otherwise.

B. Indemnity

If you ask us to follow instructions that we believe will expose us to any potential liability, we may refuse to follow your instructions or may require you to obtain a bond or other protection. An example of the kind of protection asked for would be your promise to protect us (an indemnity) against any claims made by third parties arising against us because we followed your instructions.

C. Adverse Claims

We may (but are not required to) restrict or close your account if there are conflicting instructions or there is an account dispute. We may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

D. Restricting Your Account

We may restrict your account if it is involved in any legal or administrative proceeding or if we reasonably believe that doing so is necessary to avoid a loss or comply with any federal, state, or other governing law or regulatory requirement.

E. No Waiver

If we fail to exercise any right, that failure will not waive that right or any other right, and we may still enforce all of our rights in the future.

F. Amendments to the Agreement

We may change the terms of this Agreement, including any fees and features of your account, at any time, and in accordance with rules and regulations promulgated by the various local, state, and federal agencies that supervise banks and banking. As required by these agencies, you will be advised of any change by a notice posted in our branch offices, on our website, and/or by mail.

For automatically renewable TDs, we will tell you before the renewal date and changes will be effective on the renewal date. You agree that notice of these changes may be provided to any joint owner. By maintaining your account after the effective date of any change, you agree to the change. We are not required to send you notice of interest rate and APY changes for variable rate accounts or notice of changes in document printing fees.

G. Rules Applicable to Your Account

We will not be liable for anything we do in following instructions we reasonably believe to be from you. You agree that the risk and possible losses from such instructions are yours. You agree that the Bank will not be liable for any losses arising from such instructions and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank follows such instructions and such instructions were not authorized by you or were misunderstood. In this regard, the Bank may, but will not be required to, seek verification of such instructions by call back to you or other procedure.

In addition, the Bank may in its sole discretion refuse to execute your instructions without incurring any liability to you. We will not be liable for not following your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

This Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by current and future policies of the Bank, and rules and

regulations of the Federal Deposit Insurance Corporation, New York State Department of Financial Services, federal government and, when not superseded by federal law, the law of the State of New York. Transactions in your account are also subject to applicable clearinghouse and general commercial bank practices.

You also understand that if you are a nonbank entity or person located outside the U.S., it is the policy of the Board of Governors of the Federal Reserve System that deposits received by international banking facilities may be used only to support the non-U.S. operations of a depositor (or its foreign affiliates) located outside the United States. You acknowledge that the funds you deposit with the Bank's international banking facility will be used solely in support of your non-U.S. operations, or that of your foreign affiliates.

H. Sub-Accounts

For regulatory reporting and accounting purposes, all checking accounts consist of two (2) sub-accounts: i) a transaction sub-account where all deposits, withdrawals, and fees are posted; and ii) a savings sub-account into which available balances above a certain level are transferred daily. Funds will be transferred to your transaction sub-account to meet your transactional needs; however, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

I. Research, Legal Process and Requests for Information

If we receive any legal process relating to you or your account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that: (i) requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy, or similar order; or (ii) requires us to provide information regarding your account, including a subpoena, court order, or request for information or documents. We do not have to determine whether the legal process was validly issued or enforceable to comply with it.

As permitted by law, we may charge your account a Handling of Legal Process Fee or costs and expenses we incur in complying with the legal process, or both, less any amount we are paid by the person issuing the legal process before we deliver our response.

If any action, including administrative proceedings, garnishments, tax levies, restraining orders, or another action is brought against you or your account, you will be liable to us for any loss, cost, or expense (including attorneys' fees) resulting from our compliance with any legal process.

The Bank, pursuant to U.S. applicable law, may share information relating to your account with foreign authorities in order to comply with tax information exchange agreements or other obligations.

J. Permitted Time for Filing a Lawsuit

You must file any lawsuit against us within two (2) years after the cause of action arises, unless state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim, as described in the "Statements and Notice of Errors" section of this Agreement. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two (2) years, you agree to the shortest permitted time under that state's laws.

K. Governing Law, Consent to Jurisdiction, and Jury Waiver

Except to the extent preempted by Federal law or otherwise specified herein, this Agreement and the rights and obligations of both you and the Bank will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

You hereby consent and submit to the exclusive jurisdiction of any State or Federal court located within the County of New York, State of New York, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. You expressly submit and consent to the jurisdiction of the aforesaid courts, and waive any defense of personal jurisdiction, improper venue, or forum non conveniens. You also agree to waive personal service of process and consent to service of process by certified or registered mail, return receipt requested, directed to you at your address on record with the Bank.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT YOU MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

L. Pre-Judgment Interest Rate

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

M. Assignment/Transfer of Agreement and Successors

To transfer ownership of your account, you must give us written notice, which must be satisfactory to us. All holders of the account must sign the transfer or assignment. No assignment will be valid or binding on us, and we would not be considered to have "knowledge" of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our set-off rights.

This Agreement will be binding on your personal representatives, executors, administrators, and successors, and on our successors and assignees.

N. Illegal Activities, Including Unlawful Internet Gambling; Cash Transaction Reporting

In compliance with the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and the Federal Reserve Board's Regulation GG, IDB Bank prohibits the acceptance of payments in connection with the participation of any person (a commercial customer or otherwise) in a bet or wager that involves the use of the internet (i.e., internet gambling). Forms of payment include: (i) ACH (automated clearing house) systems, (ii) card (credit, debit, and stored value) systems, (iii) check collection systems, (iv) money transmitting businesses, and (v) wire transfers systems.

You will not use your account (i.e., accept credit, funds, instruments, or other proceeds from another person (a commercial customer or otherwise)) to conduct transactions relating to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity.

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 may be required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury's Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online, which also includes additional information for contacting FinCEN.

O. English Language – Other Language Preferences

The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures, and documents available in languages other than English. However, many important Bank documents, including this Agreement, and some products and services related to this account, are only provided in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version will apply to your accounts and is available upon request.

Consumer Online and Mobile Services Program Terms and Conditions

FOR CONSUMER CUSTOMERS ENROLLING IN ONLINE AND MOBILE SERVICES WITH THE BANK, YOU ALSO AGREE TO OUR DIGITAL BANKING PLATFORM PROVIDER'S DIGITAL BANKING TERMS OF USE IN EXHIBIT B. THE DIGITAL BANKING PLATFORM PROVIDER IS IDB'S THIRD-PARTY VENDOR, AND ITS DIGITAL BANKING TERMS ARE BETWEEN YOU AND IT. HOWEVER, IDB IS YOUR PRIMARY FINANCIAL INSTITUTION AND ACCOUNT HOLDER, AND THE DIGITAL BANKING PLATFORM PROVIDER'S DIGITAL BANKING TERMS OF USE IS IN ADDITION TO, AND DOES NOT REPLACE, ANY OTHER TERMS, CONDITIONS, AND CONSUMER PROTECTIONS THAT APPLY TO YOUR ACCOUNTS WITH IDB.

IMPORTANT NOTICE REGARDING THIRD-PARTY ARBITRATION: EXHIBIT B CONTAINS A BINDING MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT GOVERNS DISPUTES BETWEEN YOU AND THE DIGITAL BANKING PLATFORM PROVIDER, NOT IDB BANK. DISPUTES WITH THE DIGITAL BANKING PLATFORM PROVIDER ARE RESOLVED BY FINAL AND BINDING AAA ARBITRATION UNDER SEPARATE GOVERNING LAW THAN DISPUTES WITH IDB BANK, WHICH ARE GOVERNED BY SECTION XXIII OF THIS AGREEMENT. PLEASE REVIEW EXHIBIT B CAREFULLY BEFORE ENROLLING IN ONLINE OR MOBILE BANKING SERVICES.

The use of the Services, as defined below, offered by Israel Discount Bank of New York, a bank organized under the laws of the State of New York (the "Bank" or "we" or "us"), as part of its Consumer Online and Mobile Services ("Program") by each Bank individual customer on an account with Bank, who has applied for access to the Program (each, a "Customer" or "you" or "your"), shall be governed by and shall be subject to the Deposit Account Agreement and Disclosure, provided to you at account opening, and the following terms and conditions (collectively the "Terms and Conditions"), which Customer agrees to by logging on to the Program website, mobile device, and/or otherwise utilizing the Program described herein.

GENERAL TERMS AND CONDITIONS. The following general terms and conditions apply to all Services provided by Bank to Customer. Terms applicable to a specific Service are as set forth in the respective service terms.

I. Program

As a subscriber to the Program, Customer requests to use the applicable Primary Services and any requested Additional Services listed below (any subsequent additions/deletions may be requested by submitting the appropriate forms provided by the Bank when requested) (collectively, the "Services"). Customer will be able to access the Services from any device supported by the Program.

Primary Services include:

- Informational services pertaining to Customer's accounts, including access to: account balances and details for Demand Deposits, Time Deposit/Certificate of Deposits, and Loans ("Informational Services").
- Initiation of account transfers between Customer's demand deposit accounts at Bank ("Account Transfers").
- Initiation of request(s) to stop payment of checks ("Stop Payment Orders").

Additional Services. These Services include (but are not limited to):

- Bill Pay. If Customer has chosen to initiate Bill Pay Services as described in Section 18 below, it shall be subject to these Terms and Conditions
- Wire Payment Access. Provides Customer with the functionality to initiate instructions to transfer available funds from your designated account(s) at Bank to accounts of third parties, either in Bank or elsewhere, subject to these Terms and Conditions.
- Remote Deposit Capture. Provides Customer with the functionality to make deposits to Customer's checking or money market savings accounts from a compatible mobile device or bank approved scanner by scanning or photographing checks and delivering the images and associated deposit information to Bank or Bank's designated processor.

Customer acknowledges that the updating of Informational Services data appearing on the computer screen will vary by product, and the indicated amounts are subject to confirmation by the Bank, as the information provided is not the official record of your account or its activity.

While the information provided via the Informational Services is generally updated regularly, it may be subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in the paperless statements Service, will be the official record.

Customer further acknowledges that this Program is provided for those Services expressly authorized above as well as any additional services provided by the Bank. All other transactions, inquiries, complaints, or other banking needs should be directed through your Relationship Manager and are subject to applicable Bank rules.

The Bank may, from time to time, introduce new features or Services to the Program, or modify or delete existing Services. We shall notify you of any of these changes to features as appropriate and in compliance with all applicable laws and regulations.

By using any new or modified features or Services when they become available, you agree to be bound by the terms and conditions concerning these features or Services as they may be changed from time to time.

II. Termination/ Modification

The Bank may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion. In the event we do so, we will notify you by sending you written notice by electronic mail or by regular mail, or by posting the updated terms on Program portal. Your use of the Program after we have made such changes available will be considered your agreement to the change. Accordingly, you hereby represent that you will access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Program.

In accordance with applicable laws and regulations, you may be notified of certain amendments and changes via at least 21 days' prior written notice. We may not provide you with a prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system.

The Bank can terminate access to this Program, with or without cause, upon at least 21 days' prior written notice. Customer can terminate access to this Program at any time, with or without cause, upon written notice to the Bank. Without limiting the foregoing, upon at least 21 days prior written notice the Bank may terminate the Program and may also eliminate the Services included in the Program. The Bank may add new/additional Services with or without notice (oral, written or via electronic means) to you of such action.

III. Fees

A monthly fee may be charged for use of the Services, as set forth from time to time on the Bank's standard schedule of fees provided by the Bank. The Bank reserves the right to change the monthly fee for access to and use of the Services in the future, upon at least thirty (30) days prior written notice to Customer.

Customer will also be charged and the Bank reserves the right to change from time to time Bank's standard fees for Stop Payment Orders, Wire Payments, Supply Orders, and other transactions, whether initiated through the Program or otherwise, as set forth in the Bank's applicable schedule of fees for those types of services.

IV. User IDs and Online Services Administrators

Bank shall assign User Identification Names ("User IDs") to Customers and/or other persons who are to have access to Program Services ("Users") and shall specify those Services and/or functions relating to such Services ("User Permissions") which shall be associated with each User ID. Customers have the ability via their online banking administrator to cancel User IDs from time to time or to change the User Permissions associated with User IDs and in circumstances where the administrator is not available, the authorized person can direct the bank to perform the required maintenance in writing on a form or in the manner the Bank requires at the time of the request. In addition, any Customer who has applied for Wire Payment Access will be required to comply with the Bank's security procedures in effect.

In order to terminate the authority of any User or to designate an additional or replacement User, Customer have the ability via their online banking administrator to terminate the authority of any User or to designate an additional or replacement user. In circumstances where the administrator is not available, the authorized person must furnish a written request on a form or in the manner that the Bank requires at the time of the request and in compliance with the Bank's security procedures in effect. In the case of any inconsistency between the authorization(s) granted under the applicable document issued under this section and any other authorization issued by Customer to Bank, the authorization(s) issued hereunder shall control with respect to the Services provided under this Program. Customer is not required to tell Bank the identities of the Users, and Bank shall be under no obligation to keep records of such identities. Any and all Users must be assigned their own personal User ID. In order to access Services, a User will need both a valid User ID and a related Password. The person assigned the User ID will be required to enter the initial Password and change the initial Password the first time they access the Program. Thereafter, Users will be able to use a feature of the Program to change their Passwords from time to time. Customer is hereby advised to cause its Users to change their Passwords frequently in order to reduce the risk of unauthorized use of Program Services relating to Customer's accounts. Customer shall be solely responsible for maintaining the confidentiality of the Passwords and User IDs of its Users. If Customer believes that any Password or User ID has fallen into unauthorized hands, it must notify Bank immediately. Also, if your statement for a consumer account shows transfers covered by these Terms and Conditions that you did not make or authorize, tell us at once.

Contact in the Event of Unauthorized Transfer: If you believe your User ID and/or Password for the Program have been lost, stolen, or otherwise compromised, or that someone has transferred or may transfer money from your account without your permission: Call us immediately at: IDBAccess (800) 517-3183 and for IDBDirect please call (888) 407-6687 or notify your Client Service Representative or Relationship Manager during regular business hours.

V. Authorization of Bank; Customer Responsibility

CUSTOMER HEREBY AUTHORIZES BANK TO ACT IN ACCORDANCE WITH INSTRUCTIONS RECEIVED BY BANK BY MEANS OF THE PROGRAM, AND BANK MAY, WITHOUT FURTHER INQUIRY, TREAT SUCH INSTRUCTIONS AS CUSTOMER'S VALID ORDERS AND/OR DIRECTIONS. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, Customer hereby acknowledges that it shall be solely responsible for the accuracy and completeness of all information contained in instructions sent to Bank by means of the Program, for the selection and supervision of its Users, and for preventing unauthorized use of Program Services relating to Customer's accounts by causing its Users to maintain the confidentiality of their Passwords. The Bank will

only comply with instructions relating to those Services authorized for Customer under this Program and will not be liable for failing to act on any others that may be received through the use of the Program. In the case of any inconsistency between authorizations received pursuant to the terms of these Terms and Conditions and existing authorizations for access to customer's account(s) on file with Bank, authorizations pursuant to the terms of these Terms and Conditions shall control. If Customer requires more than one authorized signer's signature or authorization to conduct certain transactions related to Customer's account(s) or the Services, this requirement will be deemed solely for Customer's own purposes. Bank will not be liable to Customer as long as at least one authorized signer's signature appears on Customer's checks, drafts, instructions, or orders, or if Bank's records indicate that a transaction, payment or other product use was made by or on behalf of one authorized signer. In the event of any system failure, Bank reserves the right to require additional documentation, including written authorization via facsimile from the Customer before accepting any order reinstating Customer's access to the Cash Management System.

VI. Stop Payment Orders

A. Checks

Stop Payment Orders placed through the Program shall be subject to the following requirements:

Effective Period: A Stop Payment Order placed through the Program shall be effective on the business day following receipt and will remain effective for six (6) months, unless canceled by Customer in writing. Customer hereby acknowledges that there may be claims or demands made against Bank as a result of Customer's Stop Payment Orders to Bank. Customer agrees that Customer will be responsible to Bank if any claim or demand is made against it as a result of Bank having acted in accordance with a Stop Payment Order from Customer, whether made through the Program or otherwise. Customer hereby agrees to reimburse Bank for any reasonable costs, expenses, or attorney's fees that it may incur in defending itself against any such claims or demands. Customer understands that ALL information provided in a Stop Payment Order must coincide precisely with the check on which Customer requests the payment stopped. Customer hereby acknowledges that since Bank is totally reliant on its computer system to identify the check, any discrepancy error, especially in amount (even as small as $.01) check number or account number, will prevent Bank from properly implementing a Stop Payment Order. Before placing a Stop Payment Order, Customer shall confirm (by means of records available to it through the Program, bank statements, and otherwise) that the check which is subject of the Stop Payment Order had not been paid on any business day preceding the date the Stop Payment Order is placed.

B. ACH Debit Blocks (Block All)

The "Block All" ACH debit protection Service helps Customer minimize ACH debit fraud by blocking unauthorized transactions. By using this Service, Customer authorizes Bank to block all ACH debits from posting to Customer's account. Bank will automatically return any ACH debits presented on Customer's account, and Customer shall hold Bank harmless and indemnify Bank from any expenses or costs in connection with Customer's usage of this Service.

VII. Account Transfers/ Wire Payment Services

Account Transfer and/or optional Wire Payment Access Services instructions made through the Program (each, an "Account Transfer") shall be subject to the following additional terms and conditions:

Any Account Transfer Instruction received after the times designated by the Bank as cut-off times (as may be revised from time-to-time, at the Bank's discretion) on a Business Day (a day on which commercial banks are open for business in New York), may not be processed until the Bank's next Business Day. Bank shall be under no obligation to make any transfer unless Customer has on deposit in the account from which the transfer is to be made collected and available funds sufficient to cover such transfer. A hold will be placed on the account from which the requested and approved transfer is to be made for the amount of the requested transfer on the date the request is processed by Bank.

Customer hereby authorizes Bank to debit, credit, and/or adjust the balances in Customer's designated accounts with Bank to effect Account Transfers in accordance with Customer's instructions as received by Bank through the use of the Services. Bank shall have no obligation with respect to Customer's Account Transfer instructions until accepted by Bank. Bank reserves the right to reject any Account Transfer instruction as Bank shall reasonably determine in its sole discretion. In the event that Bank rejects any such Account Transfer Instruction, Bank may notify Customer of any such action by any means reasonable under the circumstance, which need not be in writing.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE IN CONNECTION WITH THE SERVICES, ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE IN CONNECTION WITH THE SERVICES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Bank shall not be liable for any error or delay in an Account Transfer or related act due to any cause other than Bank's own gross negligence or willful misconduct. Customer agrees that all damages and other compensation due to it as a result of Bank's gross negligence in promptly and accurately effecting an Account Transfer instruction or related act shall be limited to an amount equal to interest on the funds at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds from a transferee who has no claim to them, Bank shall be liable for Customer's actual loss, not to exceed the amount of funds which Bank is unable to recover.

Bank is also hereby authorized to act upon such other directions and instructions ("Subsequent Instructions") relating to Transfer Instructions previously placed through the Program, including the cancellation, revocation, or amendment of such prior instructions, which must be received at least one (1) Business Day (as defined in the Deposit Account Agreement and Disclosure) prior to the originally requested effective date. The Bank will attempt, on a best-efforts basis, to process requests to cancel, revoke or amend Subsequent Instructions on the same Business Day that such request is received, but is not obligated to do so. Any Subsequent Instructions must be in writing or, if given by telephone or facsimile, they must be confirmed in writing or otherwise authenticated as set forth in the security procedures provided for in the Authority to Execute Payment Orders/Security Procedures in the Fund Transfers section of the Deposit Agreement, and must be signed by a person authorized to withdraw funds by means other than the Program from the account from which the Transfer Instructions is to be made. Customers hereby indemnifies and holds Bank harmless from and against any and all claims, demands, losses, liabilities, or expenses, including attorneys' fees (whether or not such attorneys are employed by Bank or any other company) incurred by Bank in acting or attempting to act pursuant to any such Subsequent Instructions. Any such Subsequent Instructions must be timely given, and Bank makes no representation or warranty as to its ability to revoke or cancel a Transfer Instruction once made.

If Bank receives proper instructions to revoke or cancel a Transfer Instruction already made, Bank may, but shall not be obligated to, attempt to recover the funds from the transferee using whatever steps it deems reasonable to accomplish the same, and Customer will indemnify Bank against any and all claims, demands, losses, liabilities, or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) which Bank may incur in attempting to effect such recovery of funds. Upon receipt of Wire Payment instructions placed through the Program, Bank shall be authorized to transfer funds by wire, book entry, or other means from any account of Customer designated in such instructions, whether now or thereafter maintained with Bank, to any third party designated in such instructions at Bank or to Customer or any other party at any other financial institution.

Following the receipt of a Transfer Instruction, Bank reserves the right to verify or authenticate any requested Transfer Instruction or other related act by subsequent telephone calls to Customer, or by any other means which Bank may deem appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. Bank shall not be liable for its refusal to honor any Transfer Instruction if Bank in good faith is unable to verify or authenticate such Transfer Instruction to Bank's satisfaction, as Bank shall reasonably determine in its sole discretion. Bank shall be under no obligation to make any Transfer Instruction unless Customer has on deposit with Bank collected and available funds sufficient to cover such Transfer Instruction. In the event that Bank rejects any such Transfer Instruction, Bank may notify Customer of any such action by any means reasonable under the circumstances, which need not be in writing.

VIII. Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

IX. Error Resolution Notice

Your account at the Bank and your use of the Services are governed by, to the extent applicable, Regulation E and/or disclosures previously provided. In case of errors or questions about your electronic transfers, call your Relationship Manager immediately.

X. Periodic Statements

You will receive a periodic account statement from us for your deposit accounts. The payee name, payment amount, and transaction date will be reflected for each payment made through the Services. You agree to review your periodic statements in accordance with this and any other agreements governing your accounts, including your account terms and conditions, for accuracy of all data transmitted through the Services within sixty (60) days of receipt or when made available.

XI. No Signature Requirements

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

XII. Notices

You agree that by using the Services, all notices or other communications which we may be required to give you arising from our obligations under these Terms and Conditions or the Service may be sent to you electronically to any electronic mailbox

we have or will establish for you, or at our option, another electronic mail address you provide to us, or in any other manner permitted by law and as applicable under the Electronic Signatures in Global and National Commerce Act (E-Sign), and you agree that you will not attempt to circumvent receiving any electronic messages. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software, or you may request that we mail you a paper copy of such communication by contacting us. Generally, we cannot act on instructions sent by you from an email address alone. If for any reason your external email address changes or becomes disabled, please contact us immediately so that we may continue to provide you with automated messages. Since we may also use external email to send important notices about service and privacy changes, we require that every online banking customer provide us with a valid and current external email address. You are responsible for providing us with a valid email address, and you may notify us of any changes to your external email address through the approved change form and/or process as determined by Bank.

XIII. Notice of Errors

Not more than sixty (60) days from the periodic statement (or other documentation provided by the Bank) postmark date for any account which is the subject of a Wire Payment or Account Transfer instruction or other non-electronic funds transfer Service hereunder, Customer will cause such periodic statement and any available Account History to be examined and will immediately notify Bank of any discrepancy or error therein or it will otherwise be considered correct and final. Bank will, upon written request, provide Customer with such additional information with respect to said Wire Payment or Account Transfer as Customer may reasonably request.

XIV. Limitations on Bank's Liability

To the maximum extent permitted by applicable law or regulation, and except as otherwise expressly provided in these Terms and Conditions:

A. IN NO EVENT SHALL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INJURIES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S PARTICIPATION IN THE PROGRAM, USE OF THE COMMUNICATIONS SOFTWARE OR ANY SERVICES PROVIDED OR MADE AVAILABLE THEREUNDER, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PUNITIVE DAMAGES OR ATTORNEYS' FEES OR, DAMAGES WHICH MAY RESULT FROM VIRUSES OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION OR OTHER MATERIALS FROM OUR INTERNET SITE. BANK WILL ALSO NOT BE LIABLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET SERVICE PROVIDER OR ANY BROWSER SOFTWARE.

B. BANK MAY CONCLUSIVELY RELY UPON AND SHALL BE FULLY PROTECTED AGAINST ANY LIABILITY FOR ANY ACTION TAKEN OR OMITTED IN ACCORDANCE WITH (1) ANY DIRECTION MADE THROUGH THE PROGRAM BY A PERSON USING A USER ID ISSUED TO CUSTOMER AND THE CURRENT PASSWORD ASSOCIATED THEREWITH, (2) ANY USER ID MAINTENANCE FORM BELIEVED BY IT IN GOOD FAITH TO BE GENUINE AND TO HAVE BEEN SIGNED BY CUSTOMER, OR (3) ANY OTHER DIRECTION, REQUEST, OR INSTRUMENT BELIEVED BY IT IN GOOD FAITH TO BE GENUINE AND TO HAVE BEEN SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF CUSTOMER.

C. Bank shall have no liability to Customer if the Services are utilized by Customer for a purpose or in a manner not contemplated and authorized by these Terms and Conditions.

D. Bank shall not be responsible for failure or delay in providing Services or for any other loss suffered by Customer arising out of or in connection with Customer's participation in the Program or any Services provided or made available thereunder due to any occurrence, act, or omission not within Bank's reasonable control, including without limitation, the inoperability of any communications, computer, or payment system, power outages, courier services, Acts of God, actions of any government either in its sovereign or contractual capacity, strikes, labor disturbances, war, riots, and civil disturbances.

E. Bank shall have no obligation to provide Customer with any advice or notice concerning the Services, including without limitation any advice or notice relating to the execution of any Wire Payment instruction, Account Transfer Instruction, Stop Payment Order, or Supply Order.

F. Bank shall have no liability to any third party on account of the performance of the Services hereunder and the parties specifically agree that there are no intended or incidental third-party beneficiaries of the Services.

G. In the event that Bank furnishes or installs Communication Software, neither Bank nor its representative shall be liable for damage to, or destruction or loss of, any software, data, or other property of Customer or any other person arising out of or in connection with the installation or operation of the Communications Software and hereby indemnifies the Bank for such claims. Without limiting the foregoing, Customer shall be responsible for taking all necessary steps to protect against damage to or loss of such data and programs, including but not limited to backing up all files prior to the installation of the Communications Software. In no event shall Bank be liable for any defects in any commercially available Communications Software furnished by it.

H. Bank shall have no liability to Customer in respect to any of the Services that are directly utilized by Customer for transactions with third parties and without the intervention of the Bank for a purpose or in a manner authorized by these Terms and Conditions and/or the Online Services User Guides.

I. BANK DISCLAIMS ALL WARRANTIES RELATING TO ITS SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

J. The foregoing limitations on Bank's liability shall be cumulative with, and not in lieu of, such other limitations as appear in other sections of these Terms and Conditions.

XV. Indemnification of Bank by Customer

You acknowledge and agree that you are personally responsible for your conduct while using the Services and hereby agree to indemnify, defend, and hold Bank, its directors, officers, employees, attorneys, agents, successors, and assigns harmless from and against any and all claims, demands, losses, liabilities, or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) resulting directly or indirectly from any claims of any third party based on acts or omissions of Bank in the performance of Services or otherwise in connection with the Program hereunder, including, but not limited to any actions taken by us pursuant to your instructions, including, but not limited to, your violation of these Terms and Conditions or the rights of any third party (including, any privacy rights). Customer's foregoing indemnification obligations shall survive termination of the banking relationship with Bank and shall be cumulative with, and not in lieu of, such other indemnification obligations of Customer as they appear in other sections of these Terms and Conditions.

XVI. Account and Other Agreements

The Services to be provided under this Program shall also be subject to the terms and conditions of Bank's standard agreement(s) with Customer, including but not limited to those relating to Customer's account(s), as the same may be amended from time to time, including any limitation on the number and types of transfers, payments, or withdrawals which may be made to or from such account(s) in any monthly or other cycle period. To the extent that any provision of these Terms and Conditions is inconsistent with any provision of any Account Agreement, Funds Transfer Terms and Conditions Agreement, or other agreement between Customer and Bank, the provisions of these Terms and Conditions shall govern with respect to transactions placed through the Program.

XVII. Bill Pay Service Additional Terms

A. Bill Pay Service

If Customer has requested and been approved to use the Bill Pay Service, Customer will have the ability to make one-time or recurring payments from designated checking account(s) (the "Bill Pay Account(s)") to companies or individuals ("Payees") that Customer selects via the Bill Pay System. (Payments made via the Bill Pay Service are hereinafter referred to as "Bill Payments"). Customer will also have the ability to receive bills electronically from participating Payees. Customer understands and agrees that Bank may use a third-party vendor to process Bill Payments.

B. Eligible Accounts and Payees

Bill Pay Service is restricted to checking accounts. Customer understands that money market accounts may not be used to make payments via the Bill Pay Service. Customer also understands and acknowledges that the Bank reserves the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service. International payments and payments to state or Federal governmental units or entities are not permitted to be made via the Bill Pay Service. Payees must have a valid U.S. mailing address.

C. Limitation on Payment Transactions

The dollar limit for Bill Payments will be based on available funds for any one Bill Payment and for the total of all Bill Payments on any given day. For Security reasons, Bank may change Bill Payment limits from time to time. To avoid an overdraft or a missed payment, funds available in Customer's Bill Pay Account on the "Payment Date" (as defined hereinafter) must be sufficient to cover the amount of all Bill Payments. If Customer does not have sufficiently available funds in its Bill Pay Account, Bank may, at its sole option, make or decline Payments. This could cause Customer's Bill Pay Account to be overdrawn and an overdraft fee to be charged or a non-sufficient fund fee to be charged.

D. Scheduling and Processing of Payment

Customer acknowledges that, even though many Bill Payments will be sent electronically to the Payee, some Bill Payments will be sent by paper check via the U.S. Mail. Customer authorizes Bank or its third-party vendor to choose the method of transmission of any Bill Payment initiated by Customer. Customer must provide a Payment Date for each payment, whether recurring or non-recurring (single). The Payment Date is the date that Customer wants the Payee to receive its payment. The Payment Date must be on or before the date that payment is due as required by Payee. When scheduling the Payment Date, Customer should not include any grace period that the Payee may allow.

CUSTOMER UNDERSTANDS AND AGREES THAT, TO ALLOW FOR PROCESSING AND MAILING, IF APPLICABLE, CUSTOMER MUST SCHEDULE OR TRANSMIT PAYMENT INSTRUCTIONS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE PAYMENT DATE. BANK IS NOT RESPONSIBLE FOR DELAYS IN MAIL.

Customer may enter a Bill Payment request as a one-time transaction or a recurring transaction. Bill Payments may be scheduled up to one year in advance of the Payment Date. Any recurring Bill Payment must have a fixed frequency and amount. Once Customer has requested a recurring Bill Payment, the Bill Payment will be made regularly by Bank without further request from Customer. Customer is responsible for taking any necessary corrective action if a Bill Payment is rejected for any reason and making sure that Bill Payments have not been rejected.

Customer agrees to notify Bank if it receives notice from a Payee that any payment through the Bill Pay Service has not been completed or remains unpaid.

If the Bill Pay Service is unavailable for any reason, or the Internet Service that Customer has chosen is unavailable, Customer is responsible for paying its bills by other means.

E. Cut-Off Times

Payments entered on the Bill Pay System before the times designated by the Bank, as changed from time to time, Eastern Standard Time on a Business Day, will be scheduled and begin processing on the same Business Day. Payments entered after the Bank's cut-off time or on a day that is not a Business Day will be scheduled and processed the next Business Day. Scheduled recurring Bill Payments that fall on a weekend or a non-Business Day will be processed on the prior Business Day.

F. Canceling or Changing Payments

Payments may be cancelled or changed prior to confirmation of such payment, and in accordance with on-line instructions. Completed payments may not be cancelled or changed.

G. E-Bills

E-Bills is a feature of the Bill Pay Service that enables Customer to receive bills electronically from participating Payees. Customer understands and acknowledges that Payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline Customer's request. Bank takes no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If Customer does not receive a bill, it is Customer's responsibility to contact the Payee directly. Bank is not responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding bill details should be directed to the Payee.

H. Termination

Bank reserves the right to terminate Bill Payment Services access to Bank upon at least 21 days prior written notice for any reason without notice of refund of previously paid fees. Customer may terminate their use of the Program upon receipt by the Bank of written notice from Customer to that effect Such notice will not terminate each Customer's joint and several liability for all transactions (inclusive of related indemnification obligations) initiated through the Program prior to such notice becoming effective on all accounts of similar title linked to the Program or otherwise.

I. Reporting Unauthorized Transactions; Customer Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your User ID and/or Password have been lost or stolen or an unauthorized transaction has occurred. The best way to minimize your loss is to call your Client Service Representative during normal business hours. Outside of normal business hours, please call "1-800-517-3183". As indicated above, the unauthorized use of your Bill Pay service could cause you to lose all of your money in your Deposit Accounts. For Consumer Customers (individuals utilizing these services for a non-business purpose), if you tell us within two (2) Business Days, you can lose no more than $50 if someone used your User ID and/or Password without your permission. If you believe your User ID and/or Password have been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than $50 if someone used your User ID and/or Password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your User ID and/or Password and we can prove that we could have stopped someone from using your Bill Pay service without your permission if you had told us, you could lose as much as $500. All non-consumer transactions are subject to full customer liability as provided herein.

Also, if your statement shows transactions you didn't perform, tell us at once. If you don't tell us within sixty (60) days after the statement was mailed to you, you may not get back any of the money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Bank Online Services User ID and/or Password, you are authorizing that person to use your Bank Online Services, and you are responsible for authorized transactions the person performs using your Online Banking Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

J. Error Resolution

In Case of Errors or Questions About Your Bill Pay Service: If you think your statement or receipt is wrong or if you need more information about a bill pay transfer on the statement, telephone us or write to us as soon as soon as you can - use the telephone number or address on the front of your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account, under the provisional credit allowance.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

K. Our Liability for Failure to Complete Bill Pay Transactions

By using the Bill Pay Service, Customer authorizes Bank and/or its third-party vendor to follow the payment instructions that Customer provides to Bank via the Bill Pay Service and to make payment to the Payees that Customer designates. Bank will not be liable for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the Bill Pay Service or the use of the Bill Pay Service except as otherwise expressly provided for in these Terms and Conditions or by applicable law.

Except as provided below, if we don't complete a Bill Pay transaction from your Deposit Transaction Account on time, or in the correct amount, we will pay late fees or finance charges up to $50 per scheduled payment charged by a Business Payee as long as your account was in good standing with the Business Payee prior to the late payment and the fee or the method of its calculation was published by the Business Payee prior to the Due Date. A Business Payee includes any business, merchant, or professional who generates a bill or invoice for products or services provided to you or on your behalf and who has an address we can verify. Bank will not be responsible for any fees or charges imposed or other action taken by a payee resulting from a payment that you did not schedule properly or in a timely manner. Additionally, Bank will not be liable to you if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable, for instance:

(a) if, through no fault of ours, you don't have enough available funds in the account you designate to cover a bill payment on the Payment Date;

(b) if you do not provide us with complete and correct payment information, including, without limitation, the correct Payee name, address, account information, or payment amount for a Bill Pay transaction, or if you do not schedule the payment at least five (5) Business Days in advance of the Due Date;

(c) if a legal order directs us to prohibit withdrawals from the account from which you schedule a bill payment;

(d) if a bill payment is scheduled from a closed account or a frozen account;

(e) if Bank Online Services wasn't working properly when you started the transaction and you knew about the malfunction when you started the transaction;

(f) if your computer, related hardware, or software malfunctions;

(g) if circumstances beyond our control (such as but not limited to fire, flood, or delay in the U.S. Mail) prevent the transaction, despite reasonable precautions we've taken;

(h) if there are postal delays or processing delays by the payee or a payee otherwise mishandles or does not promptly credit a bill payment sent by us;

(i) if the payee cannot or will not accept payment transferred through Bill Pay;

(j) if a bill payment is made from a Restricted Account.

You agree to notify Customer Service promptly if you receive notice from a payee that a payment you made using Bill Pay has not been completed or remains unpaid. Bank will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special, or consequential damages) to the extent that your failure or delay in notifying us that a bill payment was not made prevents us from avoiding or alleviating any such damages.

There may be other exceptions to our liability stated in your applicable Agreement.

L. Email Communications

Communications sent over the internet via email will not be encrypted and should not be treated as a secure method of communication. If you contact Bank via email, you should not send information such as your Password, social security number, or similar information. Bank will not be liable to you for any damages you suffer if a third party obtains information you transmit to us via email.

M. Customer Equipment/Software Liability

You are responsible for obtaining, installing, maintaining, and operating all equipment and any related hardware or software used by you to access the Services. We will not be responsible for any errors or failures from the malfunction or failure of your equipment and any related hardware or software.

WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU REGARDING YOUR EQUIPMENT OR SOFTWARE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE.

N. Disclosure of Account Information

You authorize Bank to disclose information to third parties about your Accounts or your bill payments through the Bank Online Services: (a) when it's necessary for completing or bill payment; (b) to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (c) to comply with government agency or court orders; and (d) if you give us your written permission. You acknowledge and agree that under these Terms and Conditions, Bank may make payments from your Deposit Accounts that you request using Bank's Online Services. You acknowledge and agree that Bank accepts no responsibility for the use or disposition of funds used to make said payments in accordance with this Authorization.

O. Availability of the Online Services

The Online Services are available 24 hours a day, 365 days a year, except during periods of routine maintenance and upgrades. Availability of the Online Services may be changed at any time in our sole discretion. Bank reserves the right to modify, suspend, or terminate such availability and shall not be liable for any interruptions due to forces outside of our control.

XVIII. Remote Deposit Capture Service Additional Terms

A. Remote Deposit Capture Service

If Customer has requested and been approved to use the Remote Deposit Capture ("RDC") Service, Customer will have the ability to scan checks received for payment, create deposits, and electronically transfer those deposits for credit to one or more of Customer's demand deposit accounts ("DDAs") or money market accounts ("MMAs") maintained at Bank and designated in writing by Customer (the "RDC Account"). Images of checks scanned by Customer will be transmitted through a secure, browser-based user interface or wireless device. Customer understands and agrees that the RDC Services may be provided directly to Customer by Bank or by Bank's designated third-party vendor. Customer also understands that, at the option of Bank or as otherwise necessary, Bank or its vendor will prepare "Substitute Checks" / Image Replacement Documents (as that term is defined in the Check Clearing For the 21st Century Act (Check 21 Law), and implemented through Regulation CC, 12 C.F.R. Part 229) to facilitate the deposit and collection of Customer's items. Bank may use any means and routes that Bank (or its vendor), in its sole discretion, may consider suitable for the processing of deposits.

B. The RDC Account

Customer must designate and maintain at least one DDA or MMA as the RDC Account to utilize the RDC Service. Customer may designate more than one DDA or MMA as an RDC Account for the RDC Service, provided, however, that Customer must notify Bank to add or delete RDC Accounts. Customer understands and agrees that deposits made via the RDC Service may only be made to a designated RDC Account.

C. Transaction Limitations

At Bank's sole option and discretion, Bank may establish limitations on the daily aggregate dollar amount of transactions and/or the dollar amount of any one transaction that may be processed through the RDC Service. Alternatively, Bank may require Customer to establish a reserve account at Bank. Customer agrees to comply with any limitations established by Bank.

D. Scanners and Other Equipment and Software

Scanners or mobile device used by Customer to provide the RDC Service must be compatible with Bank's requirements, which may change from time to time. Bank may facilitate Customer's purchase of scanner(s), and, provided that Customer has paid to Bank all amounts due and owing to Bank with respect to the scanner(s) and is not otherwise in default of any of its obligations to Bank, Bank shall transfer to Customer any right, title, and interest that Bank may have at the time of Customer's receipt of the scanner(s) in (i) the scanner(s) and (ii) any assignable warranties provided by the manufacturer or vendor of the scanner(s) to the purchaser of the scanner(s). If the purchase fee has been waived with respect to such purchase, in the event of termination of the RDC Service, Customer shall promptly return the scanner to Bank. Notwithstanding Bank's assistance to Customer in connection with Customer's purchase of such scanner(s), Customer understands and acknowledges that Bank is not the manufacturer or vendor of the scanner(s). Customer agrees to look solely to the manufacturer or vendor (as appropriate) in the event of any malfunction or non-performance of the scanner(s). Customer understands, acknowledges, and agrees that Bank assumes no responsibility for the maintenance, repair, performance, or malfunction of the scanner(s). As to Bank, Customer acknowledges and agrees that the scanner(s) are provided "AS-IS" and "WITH ALL FAULTS" AND THAT BANK MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT TO ANY ASSISTANCE OR SERVICES IF RENDERED BY BANK TO CUSTOMER OR WITH RESPECT TO THE SCANNERS OR ANY RELATED EQUIPMENT, SOFTWARE, OR OTHER TANGIBLE OR INTANGIBLE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR TITLE, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF MERCHANTABILITY. Customer is solely responsible for purchasing, obtaining, installing, and operating any and all equipment other than scanners, and all software needed to use the RDC Service. Bank will provide Customer with minimum specifications for software and other equipment. Customer agrees to abide by any and all minimum specifications for scanners, equipment, and software. Customer acknowledges

and agrees that Bank shall not be liable for the maintenance, repair, performance, or malfunction of third-party software, scanners, or other equipment used by Customer in connection with the RDC Service.

Customer agrees to not move the scanner out of the U.S.A.

Customer agrees to notify AND OBTAIN the Bank's approval prior to moving the RDC equipment, other than a mobile device, from their stated physical address.

E. Security

Customer acknowledges and agrees that Customer is solely responsible for determining the authority and limits for Customer Users with access to the RDC Service. Software provided by Bank's third-party vendor includes certain features for enhancing the security of Customer's transactions via the RDC Service. These include the use of passwords or User IDs and approval levels for the type of task performed. It is Customer's responsibility to use these features and to protect the confidentiality of passwords and User IDs. Customer agrees to immediately contact Bank if Customer learns of any breach in security, including without limitation, the loss or theft of any password, hardware security token or User ID, or any unauthorized use of any of Customer's password, hardware security token, applicable mobile device, or User IDs. In addition to the foregoing, Customer acknowledges that the RDC Service is subject to all Terms and Conditions herein, including the terms and conditions applicable to security procedures, and Customer agrees to comply with such security procedures.

F. Processing Procedures

Customer agrees to comply with all processing and operating procedures provided by Bank from time to time. Bank shall have the sole right to assess Customer's process on an ongoing basis to confirm Customer's compliance with the provisions of these Terms and Conditions. Without limiting the foregoing, Customer agrees to adhere to the following minimum procedures:

1. Checks deposited into an RDC Account must be payable to Customer. Customer shall properly endorse all checks prior to imaging. Endorsements shall be placed in black or dark ink on the back of each check, within the area designated by the Federal Reserve Board's Regulation CC, 12 C.F.R. Part 229. Customer shall endorse all items with Customer's name and the legend "For Electronic Deposit at IDB Bank Only" or as otherwise instructed by us. Customer agrees to follow any and all other procedures and instructions for use of the RDC service as the Bank may establish from time to time.

2. Customer must properly scan or photograph, if on a mobile device, and transmit all information from the front and back of the original check. The RDC Service will reject any items received from Customer that cannot be processed by Bank or its designated processor due to image or MICR quality concerns. Customer agrees to be available to re-scan or otherwise present original checks for those items that cannot be processed due to image, MICR, or other quality concerns.

3. Customer may create, approve, and submit deposits up to the established cut-off time. Customer understands and agrees that any deposit not submitted by Customer prior to the established cut-off time will be considered received by Bank on the next Business Day following Customer approval.

4. Only United States dollar-denominated checks drawn on United States banks may be deposited via the RDC Services. Bank assumes no responsibility for any check drawn on a non-United States bank or checks payable in any currency other than United States dollars ("non-conforming items") that are deposited via the RDC Service, and Customer shall indemnify Bank for any losses suffered by Bank as a result of processing any non-conforming item.

G. Deadlines and Disruptions

Bank will process deposits that are received by Bank prior to the cut-off time established by Bank for accepting items deposited through the RDC Service. Deposits received on a day that is not a Business Day or after the cut-off time for RDC deposits will be considered received on the next Business Day. Availability of funds deposited through the RDC Service will be determined by Bank's current funds availability schedule. Bank reserves the absolute right to change the cut-off time for RDC deposits with prior notice to Customer. Customer understands and acknowledges that all deposits are subject to final collection or subsequent return. Credit for checks deposited is provisional and subject to revocation if the check is not paid for any reason.

Internet services are not guaranteed up-time services and can be subject to service disruption of unspecified duration and severity. Such disruptions are beyond the control of Bank. Bank assumes no responsibility for any losses suffered by Customer for the disruption of internet services, equipment or electronic failures, or any other condition beyond the control of Bank. Customer is solely responsible for adopting contingency plans in the event the RDC Service is unavailable to Customer due to service disruptions. Customer shall notify Bank of any interruptions in or delay or unavailability of the RDC Services as promptly as practicable, and in any event within one (1) Business Day after discovery thereof.

H. Record Retention

Customer agrees to have controls in place to ensure that all checks processed through the RDC Service are destroyed via cross-shredding no earlier than thirty (30) calendar days and no later than forty-five (45) calendar days ("Destruction Period"). Until destruction, Customer agrees to retain original checks in a secure location.
Bank may request to inspect any RDC item still in Customer's possession prior to the Destruction Period, and Customer shall provide the Bank with the original check or a sufficient copy within five (5) calendar days of Bank's request and provide the Bank with written verification of the destruction of all checks, if requested.

Customer agrees that no check transmitted to Bank or its vendor shall be deposited into any bank causing funds to be debited twice from the account of the check writer. Customer agrees to be responsible for all damages resulting from a lack of proper controls over processed checks.

I. Customer Warranties and Indemnifications

Customer is responsible for all the warranties and indemnifications of a Reconverting Bank as defined in the Check 21 Law and its implementing regulations found at 12 C.F.R. Part 229, as the same may be amended from time to time, to the extent permitted by law. Customer warrants that the images it transmits to Bank or its third-party vendor are faithful recreations of the original paper item. Customer also represents and warrants that duplicate images of the same item will not be presented for payment to Bank or any other financial institution or entity, and that the original item, an image of which has been transmitted to Bank or its third-party vendor through the RDC Service, will not be presented for payment to Bank or any other financial institution or entity. Customer also represents and warrants that (a) checks processed using the RDC Service are properly payable to Customer and are not third party checks; (b) deposit totals accurately match the total of all items deposited; (c) no alterations have been made to checks processed using the RDC Service; (d) all signatures on checks are authentic and authorized; and (e) following any retention period required by applicable law and/or these Service Terms, original items will be destroyed in a manner that will render the items unreadable and incapable of subsequent recreation or processing. Customer agrees to indemnify and hold Bank and its third party service providers harmless for (and agrees to immediately reimburse Bank and/or any affected service provider for all damages of any nature, including the cost of reasonable legal fees incurred by Bank and such service provider, sought by any person or entity against Bank or such service provider under applicable law or asserted under any legal theory or as a result of breaches asserted against Bank or such service provider in connection with Bank's and/or such service provider's provision of the RDC Service, including damages from the presentment or negotiation of the original item by any person or resulting from the submission of duplicate images by any person or resulting from claims that the image or substitute item created from an image is not an accurate and unaltered recreation of the item originally drawn by the drawee.

J. Limitation on Liability

Bank shall have no liability to Customer or any other person or entity for any loss, damage, cost, or expense arising out of the RDC Services (regardless of form in which it is asserted, whether in contract, tort, warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose), except as provided by law for any error or delay in performing the RDC Services provided for in these Service Terms. Without limiting the foregoing, Customer acknowledges and agrees that Bank shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Bank in performing the RDC Services, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including these Terms and Conditions. Customer acknowledges that Bank's systems and procedures established for providing the RDC Services are commercially reasonable.

Bank's liability to Customer or third parties under these Terms and Conditions shall in every case be limited to correcting, reversing, or otherwise making accurate any debit or credit processed by Bank. Except as specifically required by law, Customer agrees that Bank shall not be responsible for any damages, loss, or property damage incurred as a result of Customer using the RDC Services.

K. Right to Reject Transactions

Bank reserves the right to reject any deposit. Without limiting the foregoing, Bank may reject a deposit and shall have no liability for not effecting a transaction initiated by Customer through the RDC Service if:

1. Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;

2. Bank suspects a breach of security procedures;

3. Bank suspects that Customer's RDC Account(s) has been used for illegal or fraudulent purposes;

4. Bank reasonably believes that a deposit is prohibited by Federal law or regulation, or otherwise so provided in this Agreement;

5. A transaction would exceed any dollar or transactional limitation established by Bank; or

6. A check deposited via the RDC Service is not properly endorsed.

XIX. Online and Mobile Banking Service Additional Terms and Conditions

The Online and Mobile Banking Service provides Customer with the ability to view account balances and activity, and perform certain transactions using a smartphone or other approved web-enabled mobile device. Customer hereby acknowledges that not all services or functionality available in Program's online banking are available on a mobile device.

A. Customer is responsible for providing mobile internet connection service compatible with the Service in order for the Service to be provided. Use of the Service may require the use of the mobile device's data and text messaging capabilities, and standard data and text messaging charges may be imposed by Customer's mobile service provider. The Bank is not responsible for any charges that Customer may incur while using the Service. Customer hereby acknowledges that smartphones and other web-enabled mobile devices are subject to the same security risks as computers that are connected to the internet, either directly or by Wi-Fi, and agrees that it is exclusively Customer's responsibility to maintain the most up-to-date and comprehensive anti-virus and anti-spyware programs on such devices. Customer agrees that use of the Service is at its own risk, except to the extent otherwise provided by law. Bluetooth (and any other short-range wireless connectivity) application on a mobile device must be turned off when accessing the Service in order to protect the privacy of the information transmitted and received using the Service. The Bank is not responsible for any

damages resulting from failure by Customer to comply with any terms and conditions of any agreement between Customer and Customer's internet service provider or the provider of any other mobile application.

B. Customer hereby agrees that unencrypted personal or confidential information may be transmitted or received using the Service. Delivery and receipt of information, including instructions for payment, transfer, and other transactions, using the Service may be delayed or impacted by factor(s) pertaining to the applicable internet service provider(s), phone carriers, other parties, or other reasons outside of our control. The Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, information and instructions sent through the Service.

C. Customer is responsible for the accuracy of all transactions performed or undertaken utilizing the Service and neither the Bank nor the Bank's service providers will be liable for any errors in the content of information obtained or transmitted through the Service, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by Customer). Information available via the Service, including balance, transfer and payment information may differ from the information that is available online through online through the Services without the use of a mobile device, and may be described using different terminology. In addition, the method of entering instructions online may also differ from the method of entering instructions directly through the Services without the use of a mobile device. Processing of payment and transfer instructions may take longer using the Service.

D. By use of the online and mobile Service, Customer hereby acknowledges that Customer shall be solely responsible for preventing unauthorized use of the Services. You agree to indemnify, defend, and hold us harmless for any loss, liability, damage, or expense that occurs because of your use of the Online and Mobile Banking Service.

E. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INJURIES, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF INVESTMENT, OR GOODWILL), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER USE OF THIS SERVICE OR ANY SERVICES PROVIDED OR MADE AVAILABLE THEREUNDER, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

XX. Miscellaneous

A. Customer agrees that access to this Program may not be assigned or transferred by Customer to any third party without Bank's prior written consent.

B. Except as otherwise expressly provided herein, these Terms and Conditions supersede all previous agreements and/or understandings between Customer and Bank relating to the Program and/or the Services.

C. No waiver of any right or obligation hereunder shall be deemed to imply any waiver of any other present or future right or obligation hereunder, whether similar of dissimilar.

D. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, then these Terms and Conditions shall be deemed to be amended to the extent necessary to bring it into accordance with any such requirement, and all other provisions hereof shall continue in full force and effect.

E. Except as otherwise provided herein, (i) all notices hereunder shall be in writing, and (ii) all notices hereunder shall be deemed to have been duly given if mailed by the parties to the following respective addresses:

1. Israel Discount Bank of New York, 1114 Avenue of the Americas New York, NY 10036 Attention: [your Relationship Manager];

2. Customer: we will use your mailing address currently in our files; or

3. To such other address as either party hereto may have furnished to the other by written notice as provided herein.

F. The section headings contained in these Terms and Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

G. Business Day. For Online Services, our Business Days are Monday through Friday, excluding Saturday, Sunday, and bank holidays.

H. Applicable Law. These Terms and Conditions are subject to the provisions of all applicable operating circulars and regulations of the Federal Reserve Board and Federal Reserve Bank of New York and any other provisions of Federal law and regulations promulgated there under. Except as so provided, these Terms and Conditions shall be governed and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof.

Master Agreement for Online and Mobile Cash Management Services (for commercial customers)

This Master Agreement for commercial Online and Mobile Cash Management Services (this "Agreement") is by and between Israel Discount Bank of New York, a bank organized under the laws of the State of New York (the "Bank"), and the customer identified on the Bank's Online Banking Setup form ("Customer"). Bank and Customer are sometimes collectively referred to as the" Parties". By using the Services (as defined in Section I. A. 1. of this Agreement), Customer agrees to be bound by the terms of this Agreement, the User Guide (as defined in Section I. H of this Agreement, if provided) and any Separate Agreements (as defined in Section I.A.3.), and any supplement or amendment to any of the same. Customer also agrees that the deposit accounts to which the Services apply are governed by any account opening terms and disclosure agreement provided to Customer upon opening its accounts with Bank (as amended from time to time, the "Account Terms"). Except as otherwise provided herein, where any terms and conditions contained in the Account Terms conflict with the terms of this Agreement, the terms of this Agreement control.

I. General Terms and Conditions

The following general terms and conditions apply to all Services provided by Bank to Customer. Terms applicable to a specific Service are as set forth in the respective Service Terms (as defined in Section I. A. 2.)

A. Definitions and Terms

1. Services

One or more Cash Management services or functions available to Customer under the terms and conditions set forth in this Agreement. (Individually a "Service"). The Bank is under no obligation to permit Customer's use of any Service. The decision to permit Customer's use of any one or more Service is within the Bank's sole discretion and subject to Bank's underwriting standards.

2. Service Terms

Terms, conditions, and limits applicable to a specific Service as set forth in this Agreement. The Service Terms for a specific Service only apply to Customer if Customer has requested the Service, and Bank has agreed to permit Customer's use of the Service.

3. Separate Agreements

Additional or supplemental agreements or addenda to this Agreement may be required by Bank or third-party service providers in connection with the provision of some of the Services. If Customer is permitted to use a Service that requires a Separate Agreement, Customer's use of such Service will be conditioned on and subject to Customer's execution of the applicable Separate Agreement(s).

4. Business Day

Unless otherwise provided in this Agreement or any Separate Agreement, "Business Day" means Mondays through Fridays, except Bank holidays.

B. Representations and Warranties of Customer

Customer hereby represents and warrants to Bank as follows:

- Customer is duly organized, validly existing, and in good standing under the laws of the state of its organization or incorporation and is duly qualified or licensed to do business in each jurisdiction in which the property related to it is owned, leased, or operated by Customer or where the nature of its business makes such qualification necessary;
- Customer has the power and authority to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby;
- The consummation of the transactions contemplated hereby have been duly and validly authorized by Customer and no other corporate or other proceeding on the part of Customer is necessary to authorize the performance of this Agreement;
- The Services will be used for business or commercial purposes only and will not be used for any unlawful purpose;
- All data and funds transfer requests whether by wire, ACH or otherwise, comply with U.S. laws and do not include transmitting funds to, from, or on behalf of any person, business or country subject to U.S. sanction or which would in any manner violate the laws, regulations and Presidential Orders of the U.S.
- Customer is the owner and authorized signatory on all accounts subject to this Agreement.
- Customer is aware of the limits associated with each of the Services and shall not use any Service while exceeding its respective limit. Customer acknowledges and agrees that (i) Bank may reject in its sole discretion any transaction that exceeded its respective limit, and (ii) that Bank may decrease any of the limits in its sole discretion.

Customer agrees to provide Bank with such documentation as Bank may reasonably request as evidence of the above representations and warranties.

C. No Implied Representation

Notwithstanding anything in this agreement to the contrary, customer acknowledges and agrees that bank is making no representation or warranty whatsoever, express or implied, in law or in fact, including but not limited to, the implied warranties of fitness for a particular purpose and of merchantability, either to customer or to any third party with respect to the services or any computer programs, equipment, or software used by customer in connection with the services.

D. Limitation of Liability/ Indemnification

Except as otherwise stated in this Agreement or any applicable Separate Agreement, and except as otherwise required by applicable law, Bank's liability is limited to intentional misconduct or gross negligence in the performance of the Services. Customer releases and agrees to hold harmless, defend, and indemnify Bank, its directors, officers, employees, agents, affiliates, controlling persons, agents, and representatives and their successors and assigns from and against any and all liabilities, demands, claims, actions or causes of action, assessments, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) and all fines, penalties, and interest thereon as a result or arising out of, directly or indirectly: (i) Bank's actions or omissions in connection with providing the Services, if such actions or omissions are in accordance with Customer's instructions or the terms of this Agreement; (ii) any breach of Customer's representations or warranties, or other actions or omissions of Customer, including, without limitation, Customer's violation of applicable laws, regulations, or Service limit; or (iii) any actions of third parties (including, without limitation, other financial institutions, automated clearinghouses, the Federal Reserve Bank, or any third party with which Bank may contract in connection with the Services to be provided). Customer agrees that when applicable law requires Bank to exercise ordinary care, substantial compliance with the procedures established by Bank shall be deemed to constitute the exercise of ordinary care, and Customer agrees that occasional, unintentional deviations by Bank from the procedures set forth herein shall not be deemed a failure to exercise ordinary care as to the transactions with respect to which any such deviations occur.

Except as otherwise provided by applicable law or elsewhere herein, in no event shall either Party be liable to the other Party for any loss of profits, incidental, special, indirect, exemplary, or consequential damages.

Under no circumstances will either Party be responsible for any delay or failure to act in connection with this Agreement if the failure or delay is due to circumstances beyond its control including without limitation: strikes or lockouts; fire or other casualty; risk or civil commotion; acts of war or terrorism; windstorms, earthquakes, floods, or other similar extreme acts of nature; delay in transportation; government regulation or interferences; interruption or delay in the internet, telecommunication, or third party services; failure of third party software or hardware; or inability to obtain raw materials, supplies, or power used in equipment needed for the provision of the Services.

E. Security

Customer is advised that certain Services may be provided via mobile devices and/or by the internet using the Cash Management System or other software provided by Bank or its third party service providers. In order to access the Cash Management System and/ or access certain Services, Customer may designate in writing a person who will be responsible for system administration and all access approval rights within Customer's organization (the "Company Administrator"). If Customer does not designate a systems administrator, the Bank will act as systems administrator on its behalf.

Access to the Cash Management System and certain Services requires that Customer receive and transmit information via connection to the internet and/or remote computers over telephone lines. Customer acknowledges that data including email, electronic communications, and confidential financial data, may be accessed by unauthorized third parties when communicating to Bank using the Internet or other network or dial-up communications facilities, telephone, or any other electronic means. By using mobile devices and/or the internet in connection with the Services or to otherwise communicate with Bank, Customer is assuming the risk received and transmitted information will be compromised and that viruses, Trojan horses, worms, or other harmful components may be transmitted to Customer. Bank recommends that Customer install and utilize on its system appropriate anti-virus and/or similar software or use other appropriate protections. BANK DOES NOT WARRANT THAT THE SERVICES, ANY REPORT GENERATED IN CONNECTION WITH THE SERVICES, OR THE SERVERS OR OTHER PROPERTY THAT ARE USED TO PROVIDE THE SERVICES AND ANY REPORTS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

With respect to the Cash Management System internet access, Customer agrees to use software produced by third parties, including, but not limited to "browser" software that supports a data security protocol compatible with the protocol used by Bank. Until notified otherwise by Bank, Customer agrees to use software that supports the secure socket layer (SSL) protocol or other protocols accepted by Bank and follow Bank's log-on procedures that support such protocols. Customer acknowledges that Bank is not responsible for: (i) notifying Customer of any upgrades, fixes or enhancements to any such software; or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to the internet. With the exception of applications commonly known as web browser software, or other applications formally approved by Bank in writing, Customer agrees not to: (i) use any software, program, application, or any other device to access or log on to Bank's computer systems, web site, or proprietary software; or automate the process of obtaining, downloading, transferring, or transmitting any information to or from Bank's computer systems, web site, or proprietary software. In the event of any system failure, Bank reserves the right to require additional documentation, including written authorization via facsimile from the Company Administrator before accepting any order reinstating Customer's access to the Cash Management System.

Where required for any Service, Bank will make available to Customer one or more Security Procedures to be utilized in conjunction with the Service ("Security Procedure"). The Security Procedure(s) will be described in a User Guide, implementation document, Separate Agreement, or contained within the Service

(for example, an online screen). By utilizing the Service and employing the Security Procedure, Customer agrees that the Security Procedure is commercially reasonable for the type, size, and volume of transactions the Customer will conduct using the Service. Bank reserves the right to change, implement, or require new and/or additional Security Procedures or features thereof by giving oral or written notice to Customer. Customer agrees that its use of the Service in any way whatsoever after Bank provides notice of any such described change will be deemed Customer's acceptance of the new Security Procedure.

If Customer or its agents have reason to believe that any Security Procedure has or may have become compromised in any manner, or known by unauthorized persons (whether or not employed by Customer), Customer must immediately notify Bank by telephone and confirm the oral notification in writing within 24 hours. Customer will be solely liable for all fund transfer instructions and other communications and transactions that were initiated utilizing the Customer's Security Procedures before Bank received and had a reasonable opportunity to act on the notice. Customer acknowledges and agrees that the purpose of Security Procedures is to verify the authenticity of the transaction, not to detect errors in the transmission or content of the transaction.

Customer assumes full responsibility for its selection of, access to, and use of Services obtained from Bank. Customer shall be responsible for the confidentiality, maintenance, and use of its financial information, and of any access number(s), password(s), log-in ID(s), security hardware (such as security authentication tokens) and account number(s) assigned to Customer. If Customer requires more than one authorized signer's signature or authorization to conduct certain transactions related to Customer's account(s) or the Services, this requirement will be deemed solely for Customer's own purposes. Bank will not be liable to Customer as long as at least one authorized signer's signature appears on Customer's checks, drafts, instructions, or orders, or if Bank's records indicate that a transaction, payment, or other product use was made by or on behalf of one authorized signer. This includes situations in which Customer has provided its access number(s), password(s), log-in ID(s), and/or account number(s) to someone else to use.

Customer agrees not to hold Bank liable for following Customer's verbal and/or written orders or instructions. Customer agrees not to hold Bank liable for any damages of any kind resulting from Customer's disclosures of its access number(s), password(s), log-in ID(s), or account number(s) to any person. Customer will be responsible for all orders and instructions entered through and under Customer's access number(s), password(s), log-in ID(s), and/ or account number(s), and any orders or instructions so received by Bank will be deemed to have been received from Customer. All orders and instructions shall be deemed to be made at the time received by Bank and in the form received. Customer agrees to immediately notify Bank if Customer learns of:

- any loss or theft of Customer's access number(s), password(s), log-in ID(s), security hardware (such as security authentication tokens), and/or account number(s);
- any unauthorized use of any of Customer's access number(s), password(s), log-in ID(s), and/or account number(s), or of the electronic Services or any information; or
- any receipt by Customer of confirmation of an order that Customer did not place, or any similarly inaccurate or conflicting report or information.

F. Third Parties

Bank may contract with third party service providers or other parties with respect to one or more of the Services or the provision of a Service or parts thereof. To the extent applicable to and made known to Customer, Customer agrees to comply with the requirements of the contracts between Bank and such third parties relative to the Services.

G. Third-Party Networks

Bank's ability to provide certain Services is dependent upon its ability to obtain or provide access to third party networks, including mobile networks. Internet services are not guaranteed up-time services and can be subject to service disruption of unspecified duration and severity. Such disruptions are beyond the control of Bank. Bank assumes no responsibility for any losses suffered by Customer for the disruption of internet services, equipment or electronic failures, or any other condition beyond the control of Bank.

In the event any third-party network is unavailable, or Bank determines, in its discretion, that it cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third-party network. In such circumstances, Bank will have no liability for the unavailability of access. In no event will Bank be responsible for any services or equipment that Customer receives from third party vendors.

H. User and Training Guides

Bank may provide Customer with user guides, training guides, or other operating procedures and may make Customer aware of relevant laws, regulations, and industry rules and guidance (the "User Guides") in connection with certain Services. Customer agrees to: (1) comply with the User Guides that Bank provides to Customer; and (2) take reasonable steps to protect the confidentiality and security of the User Guides and any other proprietary property or information that Bank provides to Customer in connection with the Services.

I. Dispute Resolution

In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any account subject to this Agreement, Bank may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be, nor shall it become liable, to any person for its failure or refusal to act, and Bank shall be entitled to continue to so refrain from acting until: (i) the rights of all parties shall have been fully and finally adjudicated; or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons. The rights of Bank under this paragraph are cumulative of all other rights which it may have at law or otherwise.

J. Payment and Charges

Customer agrees to pay all fees and charges owed to Bank under this Agreement, the Separate Agreements, if any, and the Account Terms as such amounts become due. Without limiting the foregoing, Customer agrees to pay the fees Bank establishes for each of the Services and any applicable account transaction fees set forth in Bank's Business Account Fee Schedules, as the same may be amended from time to time. Special or additional Services performed at Customer's request will be subject to such additional terms and fees as Customer and Bank may agree. Customer shall maintain a balance of collected funds in the various accounts subject to this Agreement and any Separate Agreements sufficient to cover its payment obligations to Bank hereunder, and Bank shall be entitled to debit each respective account for payment of such charges. If at any time there are insufficient funds in the subject accounts to pay amounts owed, Bank may, but is not obligated to, notify Customer and provide Customer a reasonable period of time within which to deposit sufficient funds. If sufficient funds are not deposited within the time specified, Bank shall debit the subject accounts, or any other of Customer's accounts maintained with Bank, into overdraft, and may charge Customer a non-sufficient fund fee (NSF) or overdraft fee. Customer shall repay any amounts so debited, including any NSF and overdraft fee and other costs of collection, immediately upon demand. Any amounts debited by Bank which result in an overdraft to any account subject to this Agreement shall bear interest at the rates set forth in the Commercial Account Fee Schedule. Bank shall not be liable for any damages to Customer resulting from action taken by Bank under this provision. In addition to any other remedy in law or equity, Bank may suspend or terminate Services if Customer fails to pay any fees or charges when due, and Customer agrees to hold Bank harmless and indemnify Bank from and against any claim, damage, loss, liability, and cost arising from such suspension or termination of Services.

In addition to the Services fees, Customer agrees to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment used by Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

K. Equipment

Bank may recommend or require specific hardware and/or software to be used in connection with one or more Services. Such recommendations or requirements may change from time to time. Unless Bank agrees otherwise in writing, Bank makes no representations or warranties in regard to, nor will it provide technical support for, such hardware or software. Customer shall be responsible for providing, maintaining, and bearing all costs of all equipment located on Customer's premises that is necessary for using the Services, including without limitation, telephones, terminals, modems, computers, and computer software. Bank assumes no responsibility for defects or incompatibility of any computers or software that Customer uses in connection with the Services.

L. Confidential Information

The Services constitute Proprietary and Confidential Information (as such term is defined below) of Bank or Bank's licensors, vendors, or third-party service providers. Customer will not acquire any rights in the Services by virtue of using such Services or otherwise. Customer shall not (1) make use of the Proprietary and Confidential Information, or that of Bank's licensors, vendors, or third party service providers, other than as may be necessary to use a Service, and then such use shall be limited to that purpose for only so long as Customer uses the Service, or (2) disclose, divulge, distribute, publish, reproduce, or transfer Bank's Proprietary and Confidential Information, or that of its licensors, vendors, or third party service providers except to persons who require access for Customer's use of the Services, or as required by law.

For purposes of this Agreement, "Proprietary and Confidential Information" means any and all agreements, documents, data, records, and other information with respect to the Services, including the terms of this Agreement, fees charged for the Services, User Guides, software and software licenses relating to the Services, user identification, passwords, codes, keys, security devices, policies and procedures, embedded algorithms, and other similar devices and information relating to the Services. Confidential and Proprietary Information does not include information relating to the Services which is generally available and known to the public and its availability was not the result of wrongful or improper disclosure by Customer.

M. Documentation

Customer agrees to execute, in a form and content satisfactory to Bank, any and all documents required by Bank to obtain and to continue to receive Services. Customer also agrees to provide Bank with any and all information and documentation reasonably requested by Bank to perform its obligations under this Agreement and any Separate Agreements, and to comply with applicable provisions of law or regulation, including without limitation, the USA PATRIOT Act and its implementing regulations. Information and documentation requested by Bank may include, without limitation, information regarding Customer's financial condition, business operations, and the nature and capability of equipment owned and maintained by Customer for the purposes of accessing the Services.

N. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deleted and the remainder of the Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

O. Termination

Unless otherwise provided in any specific Service Terms or Separate Agreement, the Parties may terminate this Agreement, with or without cause, at any time with not less than 30 days' prior written notice. This Agreement may be terminated immediately by Bank without notice to the Customer: (i) if required by law, including without limitation, the USA PATRIOT Act; (ii) if Customer fails to comply with the terms of the Agreement; (iii) if Customer fails to pay when due any of the fees provided for in this

Agreement or any other agreement with Bank; (iv) if any Customer account subject to this Agreement is closed for any reason or is made the subject of a levy or garnishment, attachment or similar process; or (v) if any arrangement between Bank and any other entity required to provide the Services under this Agreement, including but not limited to, the Federal Reserve Bank, is terminated. Termination of this Agreement will not affect any obligations or rights of the Parties which accrued prior to termination. The provisions of Sections I. D, I.E., I.M. and I.N. of this Agreement shall survive termination of this Agreement.

P. Modification/Amendment

Bank shall notify Customer in writing of any modification or amendment made to this Agreement prior to the effective date of such modification or amendment. Notwithstanding anything herein to the contrary, except as required by law, Bank reserves the right to increase or decrease any limits or fee(s) for Services at any time without notice to Customer. Bank may further modify any terms, conditions, or operating procedures under this Agreement without prior notice to Customer, including any of the Services Terms incorporated herein, where an immediate change is necessary to maintain or restore the security of Customer's accounts or the funds transfer system. In the latter case, Bank shall provide Customer with a notice of change in terms as soon as possible thereafter either by way of tangible or electronic means. Customer hereby acknowledges and agrees that Customer's continued use or receipt of Services shall evidence Customer's acceptance of such amended terms.

Q. Non Waiver

Bank's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall not in any way affect, limit, or waive Bank's right thereafter to enforce strict compliance with every term and condition hereof. Customer may be obligated to Bank under certain loan agreements and related instruments (the "Loan Documents"). Conflicts, if any, between the provisions of the Loan Documents and the provisions of this Agreement shall be resolved in favor of the Loan Documents.

R. Notice

Except as otherwise noted in this Agreement, all notices required or permitted under this Agreement shall be in writing. Notices to Customer may be mailed or delivered to the statement, email, or mailing address and shall be deemed received on the earlier of receipt or three (3) days after mailing. Notices to Bank must be mailed or delivered to Israel Discount Bank of New York, Cash Management Department, 1114 Avenue of the Americas, New York, New York 10036, and shall be deemed effective no earlier than the end of the Business Day following the Business Day after it is received. Either party may change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which the address will become effective.

S. Headings

Paragraph headings are used for identification purposes only and are not intended to limit the content thereof.

T. Entire Agreement

This Agreement together with any applicable Separate Agreements constitutes the entire agreement between Bank and Customer as it relates to the rendition of Services and, except as otherwise stated herein and with the exception of any Loan Documents, supersedes any and all other agreements either oral or written between the Parties with respect to the subject matter hereof. This Agreement incorporates by reference all corporate resolutions, Separate Agreements and Account Terms with Bank, and any applicable User Guides or operating procedures for the Services, regardless of whether such agreements or other documents have been executed by Customer.

U. Assignment

Customer may not assign its rights under this Agreement without the prior written consent of Bank.

V. New Services

The Bank may, from time to time, introduce new Services. The Bank will update this Agreement to notify customer of the existence of such new Services. By using any new Services when they become available, Customer agrees to be bound by the terms contained in this Agreement as it may be changed from time to time.

II. Fraud Mitigation Services

The Bank currently provides and strongly recommends Customer to use certain products that are designed to detect and/or deter specific instances of unauthorized, altered, counterfeit, or fraudulent transactions, checks, or other items in an Account (the "Fraud Mitigation Services"). Customer hereby acknowledges and agrees that its utilization of such Fraud Mitigation Services is an imperative for using the respective underlying services. Fraud Mitigation Services include but may not be limited to Check Positive Pay, Check Payee Positive Pay, and ACH Positive Pay. Customer acknowledges that a Fraud Mitigation Service could reduce the likelihood of fraudulent activity in its accounts, and therefore, it is reasonable for Bank to urge Customer to use such service. Accordingly, Customer hereby acknowledges and agrees that Customer's failure to use a Fraud Mitigation Service or follow procedures required of it by the Bank or other precautions reasonable for Customer's particular circumstances, will be reasonably deemed a failure to exercise ordinary care. In such event, (i) Customer will be precluded from asserting any claim against Bank for paying any unauthorized, altered, counterfeit, or other fraudulent item that such service or precaution was designed to detect and/or deter, and Bank will not be required to recredit Customer's account or otherwise have any liability for paying such items, and (ii) in addition to Customer's indemnification obligations in the General Terms, Customer shall indemnify, defend, and hold Bank harmless from any and all losses related to Customer's failure to use a relevant Fraud Mitigation Services.

A. Check Positive Pay Services

This service allows Customer to approve or return presented checks that do not match data contained in check issue files provided to the Bank by Customer. A presented check that appears to Bank as authorized pursuant to a check issue file will be paid automatically; otherwise, it will be presented to Customer as an exception item for review and approval to pay or return the related check. Accordingly, Customer shall manually enter into, or import from Customer's accounting system into, Bank's online Cash Management System a file of checks issued each Business Day before mailing checks and no later than 3:30 p.m. local time in New York, New York, or such time set forth in Bank instructions, as amended from time to time. Bank or Bank's third-party vendor will match all presented checks with at least the account number, serial number, and dollar amount to determine if the check is valid and provide an electronic list of exceptions (the "Positive Pay Exception Report") to Customer the following Business Day. Customer shall promptly review the Positive Pay Exception Report and provide a pay/no pay decision for all exceptions before the established Bank cut-off time of 2:00 p.m. New York time, or such time set forth in Bank instructions as amended from time to time. In the event that Customer does not make a funding decision as to any exception item in the manner summarized above, Bank shall process the item based on the default decision selected by the customer, or Bank decision as policy or procedure may require. If there is a conflict in direction as to pay or not pay the item, the item will be paid. Customer shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of Bank paying or returning any item as provided for in this section. This indemnification is in addition to any other indemnification rights that are provided for in this Agreement.

Customer assumes all responsibility for the accuracy and completeness of information provided by Customer to Bank. Customer acknowledges that Bank's and/or Bank's vendor's ability to provide reconciliation services is contingent upon Bank's or Bank's vendor's determination that Customer's checks meet magnetic character ink recognition specifications. Customer agrees to provide such checks and other documentation as may be reasonably required by Bank from time to time to make such determination.

B. Check Payee Positive Pay

Bank will also provide the Check Payee Positive Pay services, whereby check payee names will also be verified in the matching process. In order to receive the Check Payee Positive Pay Service, Customer shall enroll into the Check Positive Pay for the applicable designated account. Customer shall include the payee name for each check on the check issue file. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. Bank's Check Payee Positive Pay Service requires the payee name to match against Customer's check issue file. The payee name in the check issue file will be electronically compared to the payee name on presented checks. The payee name on the heck issue file must be formatted identically to the payee name printed on checks. Handwritten checks are not supported for Check Payee Positive Pay, and Customer hereby agrees to adhere to Bank guidelines shared with Customer from time to time.

Bank will pay all such checks that match (1) the check number, (2) dollar amount, and (3) payee name (or names, if there are more than one payee name listed on the presented check) included in the check issue file. Any presented check that does not match the data will be included as an exception item and made available to Customer for a decision. Notwithstanding the foregoing, Customer acknowledges that in certain circumstances, exception items may include presented checks that match the data included in the check issue file. Bank will use commercially reasonable efforts to provide the image of each exception item by the cut-off delivery time Customer is responsible for viewing the exception items and providing a pay/return decision by the cut-off time. Bank will pay and charge to the designated account any exception item that Customer directs Bank to pay. Bank will return any exception items that Customer directs Bank to return. If Customer fails to provide a decision to Bank by the cut-off time, Bank will return the exception item by default ("Return Default"). Notwithstanding the foregoing, with prior approval of Bank, Customer may direct Bank to pay as a default all exception items that are not decisioned before the cut-off time ("Pay Default") by selecting this option in the setup form. Customer acknowledges that Pay Default presents a greater risk that a fraudulent item will be paid than Return Default and does not relieve Customer of its obligation to review exception items each day. If Customer selects Pay Default, Customer shall be solely responsible for any loss incurred as a result of Bank paying a fraudulent item that Bank properly detects and presents as an exception item but is not timely decisioned by Customer. Customer shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of Customer's usage of the Check Payee Positive Pay. This indemnification is in addition to any other indemnification rights that are provided for in this Agreement.

C. ACH Positive Pay Services

Customer shall, via the Bank's online Cash Management System, preauthorize ACH Entries by designating Originators, and it shall be the Customer's responsibility on every Business Day to view and decide (PAY or RETURN) on ACH Entries and to make decisions on the ACH Positive Pay exceptions between the hours of 5:00 AM and 2:00 PM EST, or such time set forth by the Bank, as amended and communicated from time to time. ACH Entries that Customer will choose to pay will flow through the normal ACH processing system and post to Customer's deposit account(s). ACH Entries that Customer will choose to reject will not post to Customer's deposit account(s) and will be returned to the Originator. Any ACH Entry for which Customer does not decide to pay or reject by 2:00 PM EST, or such time set forth in Bank instructions, as amended from time to time, will be returned to originator's bank with return reason code R29 – CORPORATE CUSTOMER ADVISES NOT AUTHORIZED.

ACH Debit Entries received prior to the setup of the ACH Positive Pay Service may be posted to Customer's deposit account(s) in accordance with the NACHA Rules and as required by the Bank for the Service. Customer shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of Customer's usage of the ACH Positive Pay Service. This indemnification is in addition to any other indemnification rights that are provided for in this Agreement.

III. Automated Clearinghouse Service Terms

If Customer elects to utilize ACH Origination Services through the Online Banking Application, Customer agrees to comply with all applicable rules, guidelines, and operating requirements established by NACHA (including the Nacha Operating Rules and NACHA Operating Guidelines, together, the "Rules") as amended from time to time, and any other federal, estate, or local laws or regulations governing the ACH Payments Network. Customer acknowledges that its use of ACH origination constitutes an agreement to be bound by such rules and regulations, and the customer is responsible for ensuring that all ACH entries it submits comply with these requirements. Customer further agrees that Bank, in its capacity as an Originating Depository Financial Institution ("ODFI"), may take any actions necessary to ensure compliance with NACHA Rules and applicable regulations, including suspensions or termination of ACH origination privileges in the event of non-compliance.

A. Rules

The Customer acknowledges that it has obtained (either from/through Bank or independently) and will continue to retain of a copy of the ACH Operating Rules, available at nacha.org, as amended from time to time and represents that it will keep abreast of and comply the Rules, as those change and are amended from time to time. The Customer agrees to comply with and be bound by the Rules and acknowledges that entries may not be initiated that violate: the laws of the United States and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services. While the Bank shall adhere to notification requirements prescribed by the Rules, it shall be Customer's obligation to keep abreast of the rules.

B. Transmission of Entries; Security Procedures

The Customer will transmit all debit and credit entries to the Bank in the manner and on or before the deadlines provided by the Bank. The Customer will create all entries to the format, content, and specifications contained in the Rules. The Customer authorizes the Bank to transmit all entries received by the Bank from the Customer in accordance with the terms of this Agreement and to credit or debit such entries to the specified accounts. The total dollar amount of entries transmitted by Customer to Bank on any one day shall not exceed the maximum exposure limit as established by the Bank and communicated by Bank to Customer from time to time. The Customer and the Bank will comply with the Security Procedure described and notwithstanding anything to the contrary, Customer agrees to implement and maintain commercially reasonable security procedures, internal controls, and safeguards, including access restrictions, dual control, and management oversight. Originator's failure to implement such controls constitutes a breach of this Agreement and may limit the Bank's liability. Customer shall also adhere to the practices outlined in the ACH Data Security Framework Self-Assessment Questionnaire. Customer acknowledges and agrees that the Security Procedure is not intended by the parties for the purpose of detecting error in the transmission or content of any payment order or communication transmitted to or received by the Bank. No Security Procedure for the detection of any such error has been agreed to by the Bank.

THE CUSTOMER AGREES THAT THE BANK HANDLES LARGE NUMBERS OF ELECTRONIC PAYMENT ORDERS, TRANSACTIONS, AND COMMUNICATIONS (INCLUDING ENTRIES PERMITTED UNDER THE SERVICE); CONSEQUENTLY THE BANK CANNOT AND WILL NOT EXAMINE ANY PAYMENT ORDER OR ENTRY FOR ACCURACY OR AS TO PAYEE, AMOUNT, OR CHARACTERISTIC, EXCEPT AS MAY HAVE BEEN OTHERWISE AGREED TO BY THE BANK IN AN AUTHENTICATED WRITING; AND THAT IN SO PROCESSING PAYMENT ORDERS AND TRANSMITTING ENTRIES THE BANK WILL BE DEEMED TO HAVE ACTED IN GOOD FAITH AND TO HAVE EXERCISED ORDINARY CARE AS IS ACCEPTABLE TO CUSTOMER.

C. Bank Obligations

In a timely manner and in accordance with the Rules, the Bank will process, transmit, and settle for the entries received from the Customer which comply with the terms of the Agreement, including the security procedures.

D. Customer Representations and Agreements; Indemnity

The Customer warrants to the Bank all warranties the Bank is deemed by the Rules to make with respect to entries originated by the Customer. Without limiting the foregoing, the Customer warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it will be owing to the Customer from the party whose account will be debited, is for a sum specified by such party to be paid to the Customer, or is a correction of a previously transmitted erroneous credit entry; (c) the Customer has complied with all prenotification requirements of the Rules; (d) the Customer will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Customer shall indemnify the Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

E. Bank Responsibilities; Liability; Limitations on Liability; Indemnity

The Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. The Bank shall be responsible only for

performing the services expressly provided for in the Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall the Bank have any liability for any consequential, special, punitive, or indirect loss or damage which the Customer may incur or suffer in connection with this Agreement. Customer agrees to indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any claim that the Bank is responsible for any act or omission of Customer.

Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

F. Provisional Credit

The Customer acknowledges that the Rules make provisional any credit given for an entry until the Bank crediting the account specified in the entry receives final settlement. If the Bank does not receive final settlement, it is entitled to a refund from the credited party, and the Originator of the entry shall not be deemed to have paid the party.

G. Settlement Account

The Customer will approve and maintain an account with the Bank at all times during the term of this Agreement and shall reference that account on the Application Form. The Customer will maintain in the account as of the applicable settlement date immediately available funds sufficient to cover all credit entries initiated by it. The Customer authorizes the Bank to debit its account on or prior (pre-funding) to the settlement in the amount of each entry. The Customer authorizes the Bank to debit its account for all chargeback entries.

H. Cancellation or Amendment

The Customer shall have no right to cancel or amend any entry or file after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Customer to cancel an entry/file before transmitting it to the ACH Operator or crediting an on-us entry. Any such request shall comply with the security procedures described in the Security Procedures. The Bank shall have no liability if it fails to affect the cancellation. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect the cancellation or amendment of an Entry or file.

I. Rejection of Entries

The Bank shall reject any entry, including an on-us entry, which does not comply with the requirements of the Rules and may reject any entry if the Customer is not otherwise in compliance with the terms of the Agreement. The Bank shall notify the Customer by email or via any other commercially acceptable method of such rejection no later than the business day such entry would otherwise have been transmitted by the Bank to the ACH Operator or, in the case of an on-us entry, its effective entry date.

J. Notice of Returned Entries and Notifications of Change

The Bank shall notify the Customer electronically, via its online banking portal, of the receipt of a return and/or a Notification of Change ("NOC") entry from the ACH Operator no later than one business day after the business day of such receipt. The Bank shall have no obligation to re-transmit a returned entry if the Bank complied with the terms of this Agreement with respect to the original entry. Customer shall ensure that changes requested by the NOC are made within six (6) banking days of receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

K. Reversals

The Customer may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules and only upon submission to and approval by the Bank.

L. Periodic Statement Review of Entries and Reports

The periodic statement issued by the Bank for the Customer's account will reflect entries credited and debited to the Customer's account. Customer agrees to promptly review all ACH activity, including reports, confirmations, and account statements made available by the Bank. Customer must examine such information with reasonable care to identify any error, discrepancy, or unauthorized Entry.

The Customer agrees to notify the Bank promptly of any discrepancy between the Customer's records and the information in the periodic statement. Customer hereby acknowledges and agrees that it is not a consumer and that, accordingly, Regulation E does not apply. Accordingly, Customer acknowledges and agrees that it must notify the Bank of any error, unauthorized Entry, or irregularity no later than two (2) Business Days after the respective Settlement Date. This deadline corresponds to the return timeframe permitted under the Rules for non-Consumer Entries. Customer hereby acknowledges and agrees that if Customer does not notify the Bank within the two Business-Day period, that: (a) the Bank will be unable to return the Entry; (b) the Entry will be final and binding; and (c) Customer will bear the loss. Any attempt to recover funds after this period will be treated as a post-settlement warranty claim, which the Bank may pursue at its discretion without obligation. Accordingly, Bank has no obligation to return or reverse an Entry if Customer fails to provide timely notice and the Bank shall not be liable for any

losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to an entry shown on such periodic statement and the Customer shall be precluded from asserting such discrepancy against Bank.

Customer acknowledges and agrees that it must provide sufficient information to identify the Entry and the nature of the error. The Bank may require written confirmation, including completion of any unauthorized-Entry form or documentation required under the Rules. Customer understands and agrees that ACH Entries are governed by strict return deadlines under the Rules and that Entries not returned within such deadlines become final.

M. Fees

The Customer agrees to pay the Bank for services provided under the Agreement in accordance with the fee schedule of the Master Agreement for Online and Mobile Cash Management Services, as amended from time to time.

N. Inconsistency of Name and Account Number

The Customer acknowledges and agrees that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number supplied by Customer even if it identifies a person different from the named receiver, and the Customer's obligation to pay the amount of the entry to Bank is not excused in such circumstances.

O. Amendments

The Bank may amend the terms of this Agreement from time to time by notice to the Customer. Such amendments shall become effective upon receipt of notice by Customer or such date as stated in Bank's notice to Customer.

P. Termination

Customer may terminate this ACH Origination Service at any time. Such termination shall be effective on the 5th business day following the day of Bank's receipt of written notice of such termination. The Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth the Application Form. Customer agrees the Bank has the right to immediately terminate or suspend the agreement for breach of these rules in a manner that permits the Bank to comply with these rules. Bank has the right to terminate or suspend origination services upon a 30-day notice.

The Bank shall have no obligation to transmit entries if the Customer is in default of any of its obligation under this Agreement, including the obligation to pay the Bank for each credit entry. Any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

Q. Evidence of Authorization

Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. Upon request, Customer will provide Bank with a copy of the authorization within ten (10) business days.

R. Data Passing

Customer agrees it will not disclose consumer account numbers or routing and transit numbers to any other party for use in initiating a debit entry that is not part of the original authorization.

S. Credit Reports and Re-Evaluation of ACH Relationship

Customer authorizes Bank to obtain, if deemed reasonable by the Bank's relationship manager and/or Risk officer assigned to Customer, business and personal credit bureau reports in the name of the Company and guarantor(s) at any time. Company agrees to submit current financial information in the name of the Company and guarantor(s) to Bank at any time upon request. Such information shall be used for the purpose of evaluating or re-evaluating the Company's ACH relationship. Upon determination that Company's ACH relationship has changed adversely or does not satisfy Bank's current ACH standards, Bank may lower the maximum exposure limit or close all accounts. Bank may report its credit experience with Company and its account(s) to third parties.

T. Notices

(a) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Customer may add or delete any Authorized Representative by written notice to Bank signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the 3rd Business Day following the day of Bank's receipt thereof.

(b) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered via email. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

U. Contingency

Bank and Customer shall comply with Bank's contingency policy and ensure system backups, system redundancies, and an alternative delivery location have been defined in the event of processing interruptions. This process shall be tested as deemed necessary or warranted by the Bank and in accordance with the Rules.

V. Unsecured Electronic Network

Customer hereby acknowledges and agrees that all ACH banking information that involves the exchange or transmission via a wireless or electronic network must be encrypted or transmitted via a secure session using a technology that provides a commercially reasonable level of security that complies with applicable regulatory requirements. The Customer shall not access the Bank's cash management or online system from a wireless or unsecured electronic network environment. The Customer shall notify the Bank immediately upon learning of any breach, including but not limited to: any unauthorized person that may have gained access to a user's logon credentials, the Customer's systems have been breached, or the Customer has detected a virus intrusion. In the event of a virus intrusion, the Bank hereby requires the Customer to ensure that virus elimination cleansing be completed prior to reconnecting to the Bank's system.

W. Data Security

Customer hereby agrees to develop and implement policies and procedures and establish oversight that will comply with the ACH Security Requirement rule to ensure the protection of security and integrity of ACH sensitive data throughout its lifecycle. The Customer shall notify the Bank immediately upon learning that any unauthorized person may have gained access to sensitive ACH data as defined by the ACH Security Requirement rule.

X. Fines and Enforcements

The Customer shall indemnify and hold harmless the Bank for any and all fees, including return entry fees, fines, and/or penalties imposed on the Bank by NACHA or ACH Operating Rules resulting from or arising out of any act or omission of the Customer or any person or entity acting on its behalf or under or in connection with this Agreement.

Y. Data Retention

Customer is required to retain data on file adequate to permit remaking of entries for five (5) days following the date of transmittal to the Bank as provided herein and shall provide such data to the Bank upon request.

Z. Right to Audit

Customer agrees to allow the Bank to audit the Customer's compliance with this agreement and the ACH Rules.

AA. Restrictions on Types of Transactions

Customer agrees to only transmit Standard Entry Class (SEC) codes approved by Bank. Bank reserves the right to change, suspend, or expand Customer's permitted SEC codes.

BB. No Third-Party Sender

Customer hereby acknowledges and agrees that Bank, in its normal course of business, does not provide ACH Services to customers acting in a capacity of a Third-Party Sender, as defined in the NACHA Third-Party Sender ("TPS") rule. Accordingly, Customer hereby represents and warrants that it is not and shall not be acting in a TPS capacity. Notwithstanding the foregoing, if Customer has requested, and Bank has agreed in writing, to provide Customer with ACH Services in a TPS capacity, Customer hereby acknowledges and represents its ongoing compliance with all of the compliance requirements under the NACHA TPS rule. Specifically, Customer hereby represents and warrants its ongoing compliance with any and all risk assessments of ACH activities required under the TPS rule. Moreover, prior to transmitting any ACH debits or Credits through its accounts with Bank, to the extent that Customers acts as a TPS intermediary for other businesses or entities that it knows or suspects that they, themselves, transmit ACH debits or credits through Customer as intermediaries for other business or entities ("Nested Third-Party Senders"), Customer shall enter into Origination Agreements with Nested Third-Party Senders and shall not rely on any rules compliance audit or a risk assessment completed by any Nested Third-Party Sender and shall conduct its own risk assessments required by the rule. Customer shall immediately notify the Bank of any Nested Third-Party Sender that Customer is servicing via the Bank. Customer further acknowledges and agrees that Bank may identify in NACHA's Risk Management Portal all Third-Party Senders, particularly those that allow Nested Third-Party Sender relationships and that, upon request, the Bank will notify NACHA of Nested TPS relationships of Customer. Bank may suspend or terminate any of the ACH Services if Customer fails to comply with any of the above requirements and conditions, and Customer agrees to hold Bank harmless and indemnify Bank from and against any claim, damage, loss, liability, and cost arising from any such failure to comply or from the suspension or termination of the ACH Services.

CC. Micro-Entries

Customer acknowledges and agrees that Micro Entries may be used solely for verification of the ACH receiver's account. Customer hereby represents and warrants that, in order to recognize and prevent suspicious activity, it uses and will continue to use commercially reasonable fraud detection practices/methods that meet or exceed those recommended or required by NACHA, including the monitoring of Micro-Entry forward and return volumes (to establish baselines for normal activity), with respect to its use of Micro-Entries.

DD. Fraud Monitoring

Bank and Customer must establish and implement risk-based fraud monitoring processes and procedures for ACH activity. The Bank reserves the right to oversee and leverage the Customer's required fraud monitoring and prevention processes and Customer agrees to cooperate with Bank's requests, reviews, testing, and data provision.

IV. Bill Pay Service Terms

A. Bill Pay Service

If Customer has requested and been approved to use the Bill Pay Service, Customer will have the ability to make one time or recurring payments from designated checking account(s) (the "Bill Pay Account(s)") to companies or individuals ("Payees") that Customer selects via the Bill Pay System. (Payments made via the Bill Pay Service are hereinafter referred to as "Bill Payments"). Customer will also have the ability to receive bills electronically from participating Payees. Customer understands and agrees that Bank may use a third-party vendor to process Bill Payments.

B. Eligible Accounts and Payees

Bill Pay Service is restricted to Business checking accounts. Customer understands that money market accounts may not be used to make payments via the Bill Pay Service. Customer also understands and acknowledges that the Bank reserves the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service. International payments and payments to state or Federal governmental units or entities are not permitted to be made via the Bill Pay Service. Payees must have a valid U.S. mailing address.

C. Limitations on Payment Transactions

The dollar limit for Bill Payments will be based on available funds for any one Bill Payment and for the total of all Bill Payments on any given day. For Security reasons, Bank may change Bill Payment limits from time to time. To avoid an overdraft or a missed payment, funds available in Customer's Bill Pay Account on the "Payment Date" (as defined hereinafter) must be sufficient to cover the amount of all Bill Payments. If Customer does not have sufficient funds in its Bill Pay Account, Bank may, at its sole option, make or decline Payments. This could cause Customer's Bill Pay Account to be overdrawn and an overdraft fee to be charged or a non-sufficient fund fee to be charged.

D. Scheduling and Processing of Payment

Customer acknowledges that, even though many Bill Payments will be sent electronically to the Payee, some Bill Payments will be sent by paper check via the U.S. Mail. Customer authorizes Bank or its third-party vendor to choose the method of transmission of any Bill Payment initiated by Customer. Customer must provide a Payment Date for each payment, whether recurring or non-recurring (single). The Payment Date is the date that Customer wants the Payee to receive its payment. The Payment Date must be on or before the date that payment is due as required by Payee. When scheduling the Payment Date, Customer should not include any grace period that the Payee may allow.

CUSTOMER UNDERSTANDS AND AGREES THAT, TO ALLOW FOR PROCESSING AND MAILING, IF APPLICABLE, CUSTOMER MUST SCHEDULE OR TRANSMIT PAYMENT INSTRUCTIONS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE PAYMENT DATE. BANK IS NOT RESPONSIBLE FOR DELAYS IN MAIL.

Customer may enter a Bill Payment request as a one-time transaction or a recurring transaction. Bill Payments may be scheduled up to one year in advance of the Payment Date. Any recurring Bill Payment must have a fixed frequency and amount. Once Customer has requested a recurring Bill Payment, the Bill Payment will be made regularly by Bank without further request from Customer.

Customer is responsible for taking any necessary corrective action if a Bill Payment is rejected for any reason and making sure that Bill Payments have not been rejected. Customer agrees to notify Bank if it receives notice from a Payee that any payment through the Bill Pay Service has not been completed or remains unpaid.

If the Bill Pay Service is unavailable for any reason, or the Internet Service that Customer has chosen is unavailable, Customer is responsible for paying its bills by other means.

E. Liability

By using the Bill Pay Service, Customer authorizes Bank and/or its third-party vendor to follow the payment instructions that Customer provides to Bank via the Bill Pay Service and to make payment to the Payees that Customer designates. However, Bank shall not be obligated to make any payments unless Customer's Bill Pay Account has sufficient available funds on the Payment Date.

If Bank does not complete a Bill Payment on time or in the correct amount (provided Customer has given Bank the correct necessary information, selected a timely Payment Date, and scheduled or transmitted payment instructions at least five (5) Business Days before the Payment Date), Bank will pay any late fee as long as Customer's account is in good standing with the merchant or other Payee. Bank will not be liable for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the Bill Pay Service or the use of the Bill Pay Service except as otherwise expressly provided for in this Agreement or by applicable law. Without limiting the foregoing, Bank shall not be liable if Customer has not provided Bank with complete and correct payment information, including, without limitation, the name, address, account number, and payment amount for the Payee on any Bill Payment instruction. Bank is not responsible for what happens to a payment once it is received by the Payee, including any applicable finance charges and late fees, or any other action taken by a Payee resulting from a payment that arrives late because payment instructions were not scheduled or transmitted timely, the Payment Date selected by Customer was not timely, or if Customer gives any incorrect or incomplete Bill Payment Instruction(s) or addresses.

F. Cut-Off Times

Payments entered on the Bill Pay System before the cut-off time as set forth by Bank in the User Guide or elsewhere, as amended from time to time, Eastern Standard Time on a Business Day will be scheduled and begin processing on the same Business Day.

Payments entered after this cut-off time or on a day that is not a Business Day will be scheduled and processed the next Business Day. Scheduled recurring Bill Payments that fall on a weekend or a non-Business Day will be processed on the prior Business Day.

G. Cancelling or Changing Payments

Payments may be cancelled or changed prior to confirmation of such payment, and in accordance with any User Guide or Online instructions. Completed payments may not be cancelled or changed.

H. E-Bills

E-Bills is a feature of the Bill Pay Service that enables Customer to receive bills electronically from participating Payees. Customer understands and acknowledges that Payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline Customer's request. Bank takes no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If Customer does not receive a bill, it is Customer's responsibility to contact the Payee directly. Bank is not responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding bill details should be directed to the Payee.

V. Wire Transfer Service Terms

A. Payment Order

Customer has requested that Bank provide funds transfer services to Customer to allow Customer to request wire transfers through the Cash Management System. Any request by an Authorized Representative, as defined hereafter, through the Cash Management System for a transfer of funds, or any amendment or modification to, or cancellation of, that request, is referred to in these Service Terms as a "Payment Order."

B. Authorized Accounts

Customer has designated an account with Bank from which Payment Orders may be initiated and or received (the "Authorized Account"). The Authorized Account is listed on the designated forms provided by the Bank.

C. Authorized Representatives

Customer has designated at least two persons who are authorized to initiate Payment Orders from the Authorized Account (the "Authorized Representatives"). The Authorized Representatives are set up on the Cash Management System and listed on the designated forms provided by the Bank.

D. Funds Transfer Options

Customer may initiate Payment Orders on an as needed basis ("Standard Transfer") and/or may establish a predetermined, preauthorized schedule of Payment Orders ("Repetitive Transfer"). In the event Customer elects to utilize the Repetitive Transfer option, Customer may vary the date and amount of the Payment Order; however, accounts designated to be debited and credited may not vary.

E. Payable Upon Presentation of Proper Identification (PUPID)

Customer hereby acknowledges that this functionality is not a Service available for use at Bank and that any transactions entered via such functionality will NOT be paid by Bank. Notwithstanding anything to the contrary contained herein, Customer further acknowledges and agrees that Bank shall have no liability with respect to any PUPID transactions attempted to be transacted and Customer hereby assumes all liability with respect to any such PUPID transaction.

F. Security Procedures

All Payment Orders must be initiated in accordance with Bank's Security Procedures as set forth in the User Guide or online instructions. Customer agrees that Bank shall have no liability to Customer or anyone claiming by, through, or under Customer for any loss or damages resulting, directly or indirectly, from breach of security of any User ID or password, loss of hardware security token, or other security procedures selected by Customer or set forth in the User Guide. Customer acknowledges that it has been given the opportunity to request additional security procedures. Customer acknowledges and agrees that the Security Procedures described herein are intended to be used to verify the authenticity and validity of Payment Orders and not to detect errors contained in such Payment Orders. No security procedure for the detection of errors has been agreed upon between the Bank and Customer. Unless otherwise required by law, any Payment Order (including a cancellation or stop payment) that complies with the Security Procedures will be deemed enforceable as authorized by Customer.

G. Funds Transfer Procedures

Bank will receive Payment Orders and incoming funds transfers on Business Days between the hours of 8:30 a.m. and 5:00 p.m. New York time and will send outgoing fund transfers on Business Days between the hours of 8:30 a.m. and 5:00 p.m. New York time. Bank reserves the right to modify its cut-off times without notice. Customer agrees that Bank may: (i) process funds transfers from Customer and others in any order Bank chooses; (ii) presume that no other financial institution to which or through which the funds transfer is sent has an earlier cut-off time than the Bank has for accepting funds transfers; and (iii) use any means or routes Bank, in its sole discretion, considers suitable to effect the funds transfer.

Bank will use reasonable efforts to execute all Payment Orders received in accordance with these Service Terms by the date

designated by Customer, provided that such Payment Orders are received on the days and during the hours of Bank's operations as set forth above. Bank will not be deemed to have accepted a Payment Order until such Payment Order is actually executed. For purposes of these Service Terms, a Payment Order is deemed executed once Bank issues an order intended to initiate the Customer's Payment Order through a funds transfer system. If Bank is also the beneficiary's bank, the term "execute" includes Bank's acceptance of Customer's Payment Order for purposes of these Service Terms and of the application of the New York Uniform Commercial Code, Chapter 4A ("UCC 4A"). Bank may use any means and routes that Bank, in its sole discretion, may consider suitable for the transfer of funds, including but not limited to the Fedwire funds transfer system for the transfer of domestic funds.

Bank reserves the right to reject any Payment Order with or without cause. Without limiting the foregoing, Bank may reject a Payment Order in the event: (i) Customer fails to submit the Payment Order in sufficient time to meet the Customer's requested execution date; (ii) there are insufficient funds in the Authorized Account(s) to cover the amount of the Payment Order; (iii) the Payment Order contains incomplete instructions; (iv) Bank is unable to authenticate such Payment Order or to verify to its satisfaction that the Payment Order has been submitted in accordance with all applicable Security Procedures; or (v) Customer has failed to meet its obligation for payment of fees and charges owed to Bank under this Agreement. In the event a Payment Order is rejected, Bank will make reasonable efforts to notify Customer by any reasonable means, which need not be in writing. Bank shall not be liable to Customer if any Payment Order is rejected by Bank in good faith. Bank's liability for failure to execute a Payment Order, if any, shall be limited as set forth in these Services Terms. Funds from incoming transfers will not be deemed collected or credited to the Authorized Accounts or other accounts of Customer maintained at Bank until such time as Bank receives final settlement through the Federal Reserve Bank funds transfer system, or otherwise receives payment as provided in UCC 4A or other applicable law.

H. Cancellation or Amendment of Payment Orders

If Bank receives a cancellation or stop payment instruction for a Payment Order not yet executed, the Bank may, but is not obligated to, cancel the execution of the Payment Order. An attempt to amend a Payment Order will operate as a cancellation instruction of the original Payment Order and the giving of a new Payment Order. Executed Payment Orders cannot be canceled, amended or stopped.

I. Misdescription or Discrepancies in Payment Orders

Bank and any other financial institution involved in a funds transfer may rely solely upon the account number or other identifying number provided in the Customer's Payment Order describing the beneficiary or the financial institution to which payment is to be issued, even if the name and number do not match.

J. Limitation of Liability

Unless otherwise required by law or stated in these Service Terms, Bank will not be liable for detecting duplicate Payment Orders, and in all cases, Bank's liability to Customer, any intended beneficiary, or any third party in performing or failing to perform the Funds Transfer Service, if any, will be limited as stated in Section I. D. of this Agreement. Bank will not be liable for any acts or omissions of the beneficiary bank, including but not limited to, its failure to obtain and/or identify the payee/beneficiary to whom it gave payment of the transfer, failure of the funds to reach the intended payee or beneficiary, or Bank's failure or refusal to refund to Customer the amount of the fees or Payment Order paid to Bank unless Bank has determined that the Payment Order has been effectively stopped and Bank has obtained a refund of the Payment Order and/or indemnifications Bank deems adequate.

Customer understands and agrees that Bank will not be responsible for detecting any error contained in any Payment Order or funds transfer communication or for duplicate Payment Orders, either given by Customer or which complies with the Security Procedures.

Customer agrees to indemnify and hold harmless from and against any cost, liability, or expense (including reasonable attorney fees) arising out of any claim by a third party alleging that a Payment Order contravenes or compromises the rights, title, or interest of any third party, contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force or effect of law ("Claim"), unless the Claim arises out of Bank's failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with Customer's instructions. This indemnification is in addition to any other indemnification provided for in this Agreement.

K. Governing Law

All Payment Orders must comply with all U.S. federal laws, regulations, and Presidential Orders, as well as applicable laws of the State of New York. Customer will not request any Payment Order to or for the benefit of any person, business, or country subject to U.S. sanctions or prohibited by the Office of Foreign Asset Control.

L. International/Foreign Payment Orders

All domestic Payment Orders must be paid for in U.S. Dollars. Unless otherwise agreed in writing by Bank, all international/foreign Payment Orders must be paid for in U.S. Dollars and will be payable at the option of the beneficiary bank in the currency of the country of the beneficiary bank or other currency. If Bank accepts a Payment Order for payment outside the U.S. in a currency other than U.S. Dollars, Customer authorizes Bank to debit, draw on, or, if applicable, credit Customer's Authorized Account for the U.S. Dollar equivalent of the amount transferred at the Bank's current exchange rate for the specified foreign currency. If Bank does not have current exchange rates for the particular foreign currency involved, Bank will use its best effort to convert the currency promptly through reasonable commercial and/or banking channels, and Customer shall pay Bank a reasonable fee for such services. In no event

shall Bank be liable to Customer for any losses arising from currency conversions effected by Bank in good faith within a reasonable time after receiving funds for any conversion. Each foreign currency transfer may be executed through a selected Correspondent of the Bank.

M. Confirmations and Statements

Customer agrees to examine any statement or confirmation that Bank sends to customer and to notify Bank within a reasonable time, not to exceed thirty (30) days after the mailing date on any statement or confirmation, of any discrepancy or error. If Customer fails to notify Bank of any discrepancy or error within such thirty (30) day period, customer agrees that Bank will not be liable to pay interest or reimburse Customer for any discrepancy or error in relation to any funds transfer described in such statement or confirmation.

VI. Information Reporting Service Terms

A. Participating Accounts

If Customer has elected Information Reporting Service, Customer has designated the accounts included in Bank's information reporting program ("Participating Accounts") on forms provided by the Bank.

B. Account Information

Bank agrees to allow Customer electronic access to information regarding the Participating Accounts.

Notwithstanding anything contained in this Agreement or these Service Terms to the contrary, Bank retains the right to revise its reporting of the Account Information, including the means and deadlines by which Bank provides the Account Information, without notice to Customer.

VII. Remote Deposit Capture Service Terms

A. Remote Deposit Capture Service

If Customer has requested and been approved to use the Remote Deposit Capture ("RDC") Service, Customer will have the ability to scan checks received for payment, create deposits, and electronically transfer those deposits for credit to one or more of Customer's demand deposit accounts ("DDAs") maintained at Bank and designated in writing by Customer (the "RDC Account"). Images of checks scanned by Customer will be transmitted through a secure, browser-based user interface. Customer understands and agrees that the RDC Services may be provided directly to Customer by Bank or by Bank's designated third-party vendor. Customer also understands that, at the option of Bank or as otherwise necessary, Bank or its vendor will prepare "Substitute Checks" / Image Replacement Documents (as that term is defined in the Check Clearing For the 21st Century Act (Check 21 Law), and implemented through Regulation CC, 12 C.F.R. Part 229) to facilitate the deposit and collection of Customer's items. Bank may use any means and routes that Bank (or its vendor), in its sole discretion, may consider suitable for the processing of deposits.

B. The RDC Account

Customer must designate and maintain at least one commercial DDA as the RDC Account to utilize the RDC Service. Customer may designate more than one commercial DDA as an RDC Account for the RDC Service provided, however, that Customer must notify Bank to add or delete RDC Accounts. Customer understands and agrees that deposits made via the RDC Service may only be made to a designated RDC Account.

C. Transaction Limitations

At Bank's sole option and discretion, Bank may establish limitations on the daily aggregate dollar amount of transactions and/or the dollar amount of any one transaction that may be processed through the RDC Service. Alternatively, Bank may require Customer to establish a reserve account at Bank. Customer agrees to comply with any limitations established by Bank.

D. Scanners and Other Equipment and Software

Scanners used by Customer to provide the RDC Service must be purchased through Bank, from the vendor(s) specified by Bank, which may change from time to time. Bank will facilitate Customer's purchase of scanner(s) and, provided that Customer has paid to Bank all amounts due and owing to Bank with respect to the scanner(s) and is not otherwise in default of any of its obligations to Bank, Bank shall transfer to Customer any right, title, and interest that Bank may have at the time of Customer's receipt of the scanner(s) in (i) the scanner(s) and (ii) any assignable warranties provided by the manufacturer or vendor of the scanner(s) to the purchaser of the scanner(s). If the purchase fee has been waived with respect to such purchase, in the event of termination of the RDC Service, Customer shall promptly return the scanner to Bank. Notwithstanding Bank's assistance to Customer in connection with Customer's purchase of such scanner(s), Customer understands and acknowledges that Bank is not the manufacturer or vendor of the scanner(s). Customer agrees to look solely to the manufacturer or vendor (as appropriate) in the event of any malfunction or non-performance of the scanner(s). Customer understands, acknowledges, and agrees that Bank assumes no responsibility for the maintenance, repair, performance, or malfunction of the scanner(s). As to Bank, Customer acknowledges and agrees that the scanner(s) are provided "AS-IS" and "WITH ALL FAULTS" AND THAT BANK MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT TO ANY ASSISTANCE OR SERVICES RENDERED BY BANK TO CUSTOMER UNDER THIS SECTION OR WITH RESPECT TO THE

SCANNERS OR ANY RELATED EQUIPMENT, SOFTWARE, OR OTHER TANGIBLE OR INTANGIBLE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR TITLE, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF MERCHANTABILITY. Customer is solely responsible for purchasing, obtaining, installing, and operating any and all equipment other than scanners and all software needed to use the RDC Service. Bank will provide Customer with minimum specifications for software and other equipment. Customer agrees to abide by any and all minimum specifications for scanners, equipment, and software. Customer acknowledges and agrees that Bank shall not be liable for the maintenance, repair, performance, or malfunction of third-party software, scanners, or other equipment used by Customer in connection with the RDC Service.

CUSTOMER AGREES TO NOT MOVE THE RDC EQUIPMENT OUT OF THE U.S.A.

CUSTOMER AGREES TO NOTIFY AND OBTAIN THE BANK'S APPROVAL PRIOR TO MOVING THE RDC EQUIPMENT(S) FROM THEIR STATED PHYSICAL ADDRESS.

E. Security

Customer acknowledges and agrees that Customer is solely responsible for determining the authority and limits for Customer employees with access to the RDC Service. Software provided by Bank's third-party vendor includes certain features for enhancing the security of Customer's transactions via the RDC Service. These include the use of passwords or log-in IDs and approval levels for the type of task performed. It is Customer's responsibility to use these features and to protect the confidentiality of passwords and log-in IDs. Customer agrees to immediately contact Bank if Customer learns of any breach in security, including without limitation, the loss or theft of any password, hardware security token, or log-in ID, or any unauthorized use of any of Customer's password, hardware security token, or log-in IDs.

In addition to the foregoing, Customer acknowledges that the RDC Service is subject to the terms and conditions set forth in Section I. of this Agreement, including without limitation, the Security Procedures set forth in Section I.E. of this Agreement, and Customer agrees to comply with such Security Procedures.

F. Processing Procedures

Customer agrees to comply with all processing and operating procedures set forth in any User Guide. Bank shall have the sole right to audit and quality assure the Customer's process on an ongoing basis at the Customer's principal business location during reasonable business hours to confirm Customer's compliance with the provisions of this Agreement. Without limiting the foregoing, Customer agrees to adhere to the following minimum procedures:

1. Checks deposited into an RDC Account must be payable to Customer. Customer shall properly endorse all checks using a Bank-approved endorsement stamp prior to imaging. Endorsements shall be placed in black or dark ink on the back of each check, within the area designated by the Federal Reserve Board's Regulation CC, 12 C.F.R. Part 229.

2. Customer must properly scan and transmit all information from the front and back of the original check. The RDC Service will reject any items received from Customer that cannot be processed by Bank or its designated processor due to image or MICR quality concerns. Customer agrees to be available to re-scan or otherwise present original checks for those items that cannot be processed due to image, MICR, or other quality concerns.

3. Customer may create, approve, and submit deposits up to the established cut-off time. Customer understands and agrees that any deposit not submitted by Customer prior to the established cut-off time will be considered received by Bank on the next Business Day following Customer approval.

4. Only United States dollar-denominated checks drawn on United States banks may be deposited via the RDC Services. Bank assumes no responsibility for any check drawn on a non-United States bank or checks payable in any currency other than United States dollars ("non-conforming items") that are deposited via the RDC Service, and Customer shall indemnify Bank for any losses suffered by Bank as a result of processing any non-conforming item.

G. Deadlines and Disruptions

Bank will process deposits that are received by Bank prior to the cut-off time established by Bank for accepting items deposited through the RDC Service and provide ledger credit to Customer's RDC Account for the amount of such deposits. Deposits received on a day that is not a Business Day or after the cut-off time for RDC deposits will be considered received on the next Business Day. Availability of funds deposited through the RDC Service will be determined by Bank's current funds availability schedule. Bank reserves the absolute right to change the cut-off time for RDC deposits with prior notice to Customer. Customer understands and acknowledges that all deposits are subject to final collection or subsequent return. Credit for checks deposited is provisional and subject to revocation if the check is not paid for any reason.

Customer is solely responsible for adopting contingency plans in the event the RDC Service is unavailable to Customer due to service disruptions. Customer shall notify Bank of any interruptions in or delay or unavailability of the RDC Services as promptly as practicable, and in any event within one (1) Business Day after discovery thereof.

H. Record Retention

Customer agrees to have controls in place to ensure that all checks processed through the RDC Service are destroyed via cross-shredding no earlier than thirty (30) calendar days and no later than forty-five (45) calendar days ("Destruction Period"). Until destruction, Customer agrees to retain original checks in a secure location.

Bank may request to inspect any RDC item still in Customer's possession prior to the Destruction Period, and Customer shall provide the Bank with the original check or a sufficient copy within five (5) calendar days of Bank's request and provide the Bank with written verification of the destruction of all checks.

No check transmitted to Bank or its vendor shall be deposited into any bank causing funds to be debited twice from the account

of the check writer. Customer agrees to be responsible for all damages resulting from a lack of proper controls over processed checks.

I. Customer Warranties and Indemnifications

Customer is responsible for all the warranties and indemnifications of a Reconverting Bank as defined in the Check 21 Law and its implementing regulations found at 12 C.F.R. Part 229, as the same may be amended from time to time, to the extent permitted by law. Customer warrants that the images it transmits to Bank or its third-party vendor are faithful recreations of the original paper item. Customer also represents and warrants that duplicate images of the same item will not be presented for payment to Bank or any other financial institution or entity, and that the original item, an image of which has been transmitted to Bank or its third-party vendor through the RDC Service, will not be presented for payment to Bank or any other financial institution or entity. Customer also represents and warrants that: (a) checks processed using the RDC Service are properly payable to Customer and are not third party checks; (b) deposit totals accurately match the total of all items deposited; (c) no alterations have been made to checks processed using the RDC Service; (d) all signatures on checks are authentic and authorized; and (e) following any retention period required by applicable law and/or these Service Terms, original items will be destroyed in a manner that will render the items unreadable and incapable of subsequent recreation or processing.

In the absence of gross negligence or willful misconduct on the part of Bank, Customer agrees to indemnify and hold Bank and its third-party service providers harmless for (and agrees to immediately reimburse Bank and/or any affected service provider for) all damages of any nature, including the cost of reasonable legal fees incurred by Bank and such service provider, sought by any person or entity against Bank or such service provider under applicable law or asserted under any legal theory or as a result of breaches asserted against Bank or such service provider in connection with Bank's and/or such service provider's provision of the RDC Service, including damages from the presentment or negotiation of the original item by any person or resulting from the submission of duplicate images by any person or resulting from claims that the image or substitute item created from an image is not an accurate and unaltered recreation of the item originally drawn by the drawee.

J. Limitation on Liability

Bank shall have no liability to Customer or any other person or entity for any loss, damage, cost, or expense arising out of the RDC Services (regardless of form in which it is asserted, whether in contract, tort, warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose), except as provided by law for any error or delay in performing the RDC Services provided for in these Service Terms. Without limiting the foregoing, Customer acknowledges and agrees that Bank shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Bank in performing the RDC Services, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including these Service Terms. Customer acknowledges that Bank's systems and procedures established for providing the RDC Services are commercially reasonable.

Bank's liability to Customer or third parties under these Service Terms shall in every case be limited to correcting, reversing, or otherwise making accurate any debit or credit initiated by Bank. Except as specifically required by law, Customer agrees that Bank shall not be responsible for any damages, loss, or property damage incurred as a result of Customer using the RDC Services.

K. Right to Reject Transactions

Bank reserves the right to reject any deposit. Without limiting the foregoing, Bank may reject a deposit and shall have no liability for not effecting a transaction initiated by Customer through the RDC Service if:

1. Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;

2. Bank suspects a breach of Security procedures;

3. Bank suspects that Customer's RDC Account(s) has been used for illegal or fraudulent purposes;

4. Bank reasonably believes that a deposit is prohibited by Federal law or regulation, or otherwise so provided in this Agreement:

5. A transaction would exceed any dollar or transactional limitation established by Bank; or

6. A check deposited via the RDC Service is not properly endorsed.

VIII. Stop Payments

A. Checks

Bank agrees to accept stop payment orders from Customer delivered via the Cash Management System with respect to checks drawn on the accounts that Customer has designated on forms provided by the Bank.

Customer may request to stop payment on any check and shall hold Bank harmless and indemnify Bank from any expenses or costs in connection with Bank's refusing payment as instructed. Stop payment orders shall be governed by the provisions of the New York Uniform Commercial Code. Bank must receive stop payment orders before it has accepted, certified, made final payment on, or otherwise become accountable for the item or order, and in time for reasonable action by Bank, and Customer must describe the item or order with certainty. A stop payment will be effective for six (6) months. Bank will charge a fee for each stop payment order as noted in schedule of fees. A request for a continuation on a stop payment order is considered a new stop payment order resulting in an additional stop payment fee. Bank may accept a stop payment order from any authorized signer on the Account, regardless of who signed the original item or initiated the original order, and Bank will not be liable for such a stop payment request. A release of the stop payment request must be made in writing by the person who requested the stop

payment. A stop payment request may be communicated to Bank through use of the Cash Management System. Stop payment requests made via the Cash Management System shall be considered written stop payment requests. A stop payment request made on the Cash Management System before 4:00 p.m. New York time will be effective on the Business Day it is made. Customer may only submit a single stop payment or cancel request through the Cash Management System. The Cash Management System allows check stop payments only, not stop payments on drafts or ACH transactions.

B. Debit Blocks (Block All)

The "Block All" ACH debit protection Service helps Customer minimize ACH debit fraud by blocking unauthorized transactions. By using this Service, Customer authorizes Bank to block all ACH debits from posting to Customer's account. Bank will automatically return any ACH debits presented on Customer's account, and Customer shall hold Bank harmless and indemnify Bank from any expenses or costs in connection with Customer's usage of this Service.

IX. Online and Mobile Banking Service Terms and Conditions

The Online and Mobile Banking Service provides Customer with the ability to view account balances and activity and perform certain transactions using a smartphone or other approved web-enabled mobile device. Not all services or functionality available in online banking are available on a mobile device.

A. Customer is responsible for providing mobile internet connection service compatible with the Service in order for the Service to be provided. Use of the Service may require the use of the mobile device's data and text messaging capabilities, and standard data and text messaging charges may be imposed by Customer's mobile service provider. The Bank is not responsible for any charges that Customer may incur while using the Service. Customer hereby acknowledges that smartphones and other web-enabled mobile devices are subject to the same security risks as computers that are connected to the internet either directly or by Wi-Fi and agrees that it is exclusively Customer's responsibility to maintain the most up-to date and comprehensive anti-virus and anti-spyware programs on such devices. Customer agrees that use of the Service is at its own risk, except to the extent otherwise provided by law. Bluetooth (and any other short-range wireless connectivity) application on a mobile device must be turned off when accessing the Service in order to protect the privacy of the information transmitted and received using the Service. The Bank is not responsible for any damages resulting from failure by Customer to comply with any terms and conditions of any agreement between Customer and Customer's internet service provider or the provider of any other mobile application.

B. Customer hereby agrees that unencrypted personal or confidential information may be transmitted or received using the Service. Delivery and receipt of information, including instructions for payment, transfer, and other transactions using the Service may be delayed or impacted by factor(s) pertaining to the applicable internet service provider(s), phone carriers, other parties, or other reasons outside of our control. The Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, information and instructions sent through the Service.

C. Customer is responsible for the accuracy of all transactions performed or undertaken utilizing the Service, and neither the Bank nor the Bank's service providers will be liable for any errors in the content of information obtained or transmitted through the Service or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by Customer). Information available via the Service, including balance, transfer, and payment information, may differ from the information that is available online through business online banking without the use of a mobile device and may be described using different terminology. In addition, the method of entering instructions via the Service may also differ from the method of entering instructions directly through business online banking without the use of a mobile device. Processing of payment and transfer instructions may take longer using the Service. We may discontinue Customer's access to the Service after 120 days of inactivity.

D. By use of the online and mobile Service, Customer hereby acknowledges that Customer shall be solely responsible for preventing unauthorized use of the Services. Customer also acknowledges that stop/block payment orders cannot be placed through via mobile devices.

E. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INJURIES, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF INVESTMENT OR GOODWILL), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER USE OF THIS SERVICE OR ANY SERVICES PROVIDED OR MADE AVAILABLE THEREUNDER, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exhibit A – Account Sweep Agreement & Disclosure (for participating customers)

This agreement ("the Sweep Agreement") is entered into by and between Israel Discount Bank of New York ("the Bank") and you ("the Customer").

I. Background

The Customer has instructed the Bank to initiate an automatic daily transfer from one of Customer's account at the Bank ("the Source Account") of those funds in excess of the minimum balance required to be maintained in the Customer's Source Account (the "Source Minimum Balance", as set forth on the attached Worksheet) into another of the Customer's accounts at the Bank (the "Target Account"). The Target Account may at any given time contain funds transferred from other deposit accounts maintained at the Bank and all of which must be in the same currency as is maintained in the Source Account, and all such transactions are subject to the terms and conditions set forth below.

II. Terms and Conditions

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Customer agree as follows:

1. Prior to the close of each business day, the Bank will review the closing available funds balance in the Source Account. After retaining in the Source Account the Source Minimum Balance in U.S. dollars, the Bank will transfer from the Source Account the excess available funds for deposit into the Target Account.

2. The Bank will transfer from the Target Account into the Source Account an amount sufficient to maintain the Source Minimum Balance, and the Bank will accept all such transfers for deposit into the Source Account. For purposes of this Sweep Agreement, the term "Business Day" means any day except Saturday, Sunday, or other day on which the Bank is required or authorized by law to be closed.

3. The Customer acknowledges that the creation of any overdraft, the amount thereof, and the maximum amount of all overdrafts permitted to be created at anytime shall, at all times, be in the Bank's sole and absolute discretion. It is understood that the Bank reserves the right to refuse to create any given overdraft for any reason whatsoever, to terminate these arrangements, and to assess service charges for them, at any time, upon notice to the Customer. The Customer further understands that the Target Account will not be allowed to be overdrawn for any purpose, including to cover the Source Minimum balance in the Source Account.

4. In the event that the Bank fails to debit or credit funds in a timely manner to the Source Account, its obligation and liability to the Customer will be limited to the amount of such debit or credit. The Bank will not have any liability for failure to transfer funds to or from the Target Account and/or the Source Account because of conditions reasonably beyond its control or for any other reason except as provided in section 8 below.

5. The Customer shall notify the Bank in writing within fourteen (14) calendar days from the mailing or otherwise delivering to Customer of any statement issued in connection with this Sweep Agreement as to any suspected errors in such statement. If the Customer fails to give the Bank such notice within the above-indicated time frame, then such statement shall be considered correct for all purposes

6. This Sweep Agreement may be terminated by the Bank or the Customer immediately upon written notice to the other party, and shall terminate automatically in the event either the Source Account or the Target Account is closed by the Bank or the Customer. Interest earned through the termination of this Sweep Agreement, if any, will be credited to the Target Account and transferred, along with the outstanding balance, to the Source Account.

7. The Customer agrees to indemnify and defend the Bank, its officers, employees, and agents against, and hold them harmless from, any loss, liability, or expense arising in connection with this Agreement (including reasonable costs, expenses, and fees of counsel selected by the Bank), except for losses, liabilities, or expenses that are determined to be the direct result of acts or omissions of the Bank or its officers, employees, or agents constituting gross negligence or willful misconduct. Notwithstanding any other provision of this Sweep Agreement, under no circumstances will the Bank be liable for any type of special, direct or consequential damages, even if the Bank has been advised of the possibility of such damages

8. The Customer, if defined as more than one person or entity, shall be jointly and severally liable for Customer's liabilities and obligations hereunder, and all references herein to the "Customer" shall mean any or all of the parties signing below. If the checking account or any other account is a joint account, then the Target Account must be designated in the same title and if the Bank permits any one of the Customers to create an overdraft, each of the Customers will be responsible for payment of the entire amount of such overdraft and interest thereon, if applicable, and any other amounts due under this Sweep Agreement, irrespective of which of the Customers created the overdrafts. Any overdraft created hereunder shall be subject to the Bank's general right of set-off against any accounts or assets of the Customer with the Bank.

Exhibit B - Digital Banking Terms of Use

IMPORTANT: EXHIBIT B CONTAINS A BINDING MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER GOVERNING DISPUTES WITH JACK HENRY & ASSOCIATES, INC. (IDB'S DIGITAL BANKING PLATFORM PROVIDER). ARBITRATION UNDER EXHIBIT B IS CONDUCTED UNDER MISSOURI LAW AND AAA RULES. DISPUTES WITH IDB BANK ARE GOVERNED SEPARATELY BY SECTION XXIII OF THIS AGREEMENT.

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service.

By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance.

If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms.

THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION XV THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

I. Account Information

A. Source of Information

If Customer has requested and been approved to use the Remote Deposit Capture ("RDC At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.

B. Accuracy

You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.

C. Confidentiality

If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

II. Application of Privacy Laws

A. Scope of the Service

Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.

B. Your Rights

Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.

C. Telecommunication Providers

The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

III. Rights You Grant to JH

A. Your Data

You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.

B. Chat Feature

When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.

C. Third-Party Sites

When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.

D. Unauthorized Access or Use

You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

IV. Location-Based Data, Telephone Information and Camera

You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

V. Subscription

A. JH's Rights

You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.

B. Your Rights

Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

VI. Subscription Restrictions

A. Restrictions

You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service

on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.

B. Compliance with Applicable Laws

You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.

C. Minimum Age Requirements

If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

VII. Service-Related Alerts

As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

VIII. Mobile Devices

To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

A. Mobile Operating System Providers

1. Apple

If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the

Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.

2. Google Play Store

If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

IX. Suspension; Termination; Effect of Termination

a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.

b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon terxmination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

X. Translation

JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

XI. Links to Third-Party Sites

The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.

XII. Disclaimer of Warranty

THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XIII. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF $250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XIV. Analytics

To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.

XV. Dispute Resolution

You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed $125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

XVI. Miscellaneous

The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.