

Pibank Deposit Agreement

INTRODUCTION

Thank you for choosing Pibank, we welcome the opportunity to serve you. Our Deposit Agreement (hereinafter the "Agreement") contains the following important sections:

- I. DEPOSIT ACCOUNT AGREEMENT
- II. PLAID AND AUTOMATED CLEARING HOUSE TRANSACTIONS
- III. IDENTITY THEFT AND PRETEXT CALLING

Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. If you have any questions after reading this Agreement, we will be happy to answer them. You may obtain an additional copy of this Agreement online or by calling 1 (877) 678-0888.

I. DEPOSIT ACCOUNT AGREEMENT

1. Legal Effect of Agreement/Binding Contract. This Agreement governs all deposit account(s) (hereinafter referred to as "account" whether singular or plural) established with Pibank, and replaces and supersedes any previous deposit agreement(s). The words "we", "our", "us", "bank" refer to Pibank, a registered brand of Intercredit Bank N.A. The words "you", "your", "Customer", "client" and "depositor" refer to the deposit account owner, authorized signer(s), each joint owner identified on the Signature card or other account documents (including our system) and each of their legal representatives (e.g., court appointed custodians / receivers, bankruptcy trustees, attorneys-in-fact, etc.), including legal entities (e.g., corporations, LLCs, partnerships, trusts, etc.). Please READ this information carefully and KEEP it with your other account records, as this is a BINDING CONTRACT between the Bank and the depositor. By signing our Signature card, other applicable account authorization document, or by otherwise opening or maintaining a savings, or certificate of deposit (including retirement certificates of deposit) account with us, you (and any and all successors, heirs, executors and other legal representatives of the depositor) acknowledge you have reviewed and understand the terms of this Agreement and accept and agree to be bound by the terms and conditions of this Agreement, including the applicable Disclosures & Schedule of Fees, Privacy Policy, Funds Availability Policy, and as applicable, the Online Banking & Mobile Banking Agreement and Truth in Savings Disclosures. Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship does not create a custodial, fiduciary, quasi fiduciary or special relationship between us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures. Depending on the context in which it is used, the term "item" means a check, negotiable order of withdrawal, draft or other written order or instruction for the payment of money or a point-of sale authorization request, Automated Clearing House ("ACH") entry or electronic transaction.

2. Scope of the Agreement - Deposit Products. This Agreement covers all types of personal deposit accounts offered by Pibank now or in the future, including savings accounts, and certificates of deposit. This Agreement does not cover any other products offered by Intercredit Bank N.A.

3. Eligible Clients. The accounts subject to this agreement may only be opened by citizens or residents of the United States of America ("U.S") that contain a valid U. S. ID and that are (eighteen) 18 years or older. The accounts subject to this agreement are not available for U.S. non-resident aliens. The accounts subject to this agreement are not available to business.

4. Opening Accounts. Accounts opened are subject to verification that may be auto-approved or require a manual approval. The Bank reserves the right to refuse to open an account, and the Bank may at any time at its sole discretion refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit, or close any account. By your

request to open an account with the Bank, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or principal) agree that we may obtain credit information from check or credit reporting agencies, and/or by any other means. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law, except as you or we limit such disclosures under the terms of the Intercredit Bank Privacy Policy. For the avoidance of doubt, new account can only be funded via ACH, Wire or PLAID.

5. Customer Identification. The USA PATRIOT Act and federal law, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution. When you apply for an account, we will ask for your legal name, address, date of birth and your Social Security Number. We may require one or more forms of unexpired photo identification. Moreover, we may require you to submit a photo of you holding your unexpired photo identification and submit this photo to the Bank. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity and customer agrees that Bank can use any reasonable means, for example credit reporting agency or other similar agency. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, as required by federal law, we will not open your account or we may close the account if it was previously funded. In addition, from time to time, the Bank may need to update information on customer identification or transactions performed. In this event, you agree to provide information within a reasonable time upon the Bank's request.

6. Internal Revenue Service Requirements. The IRS requires us to obtain the TIN applicable to an account. For individuals, this is your Social Security Number ("SSN"). If you are not eligible for an SSN, this is your IRS requires depositors to certify under penalty of perjury that the TIN provided is correct and they are not subject to backup withholding. This certification is completed on our signature card, a similar substitute W-9 or an IRS Form W-9 Request for Taxpayer Identification Number and Certification. If this information is not provided, we are required to withhold a percent of the interest earned on the account, referred to as "backup withholding" Additionally, the IRS may assess a fine for not complying with its requirements. Lastly, for those accounts wherein an "applied for" or missing TIN/SSN/ITIN or EIN is not provided timely, Pibank is required under the USA PATRIOT Act to discontinue service and shall close your account.

Foreign Account Tax Compliance Act (FATCA). Under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the code), or any amended or successor version that is substantively comparable, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code (collectively, FATCA), U.S. financial institutions including Pibank and other types of U.S. withholding agents are required to withhold thirty percent (30%) on certain U.S. source payments made to foreign entities, including foreign financial institutions ("FFI" or "FFIs") if they are unable to document such entities' status for purposes of FATCA. USFIs and U.S. withholding agents must also report to the IRS information about certain non-financial foreign entities with substantial U.S. owners.

For purposes of FATCA, there are two types of U.S. source payments subject to withholding: (1) beginning July 1, 2014 (or such other date designated by FATCA from time to time), U.S. source fixed or determinable, annual or periodical (hereinafter "FDAP") income and (2) beginning January 1, 2017 (or such other date designated by FATCA from time to time), gross proceeds from the sale or disposition of any property of a type that can produce interest or dividends from sources within the U.S. By way of example: (1) FDAP includes but is not limited to the following U.S. source: compensation for personal services, interest, dividends, original issue discount, pensions & annuities, alimony, real property rents, royalties, scholarships and fellowship grants, prizes, awards, taxes, mortgage interest, or insurance premiums paid to a landlord by a tenant, prizes awarded to artists for pictures exhibited in the U.S., purses paid for boxing in the U.S., prizes awarded to golfers for U.S. tournaments, etc. and (2) gross proceeds includes but is not limited to the following, sale of: U.S. stock, U.S. corporate bonds, U.S. treasury bills, etc. It is important to note, FDAP and gross proceeds do not include income that is (or is deemed to be) effectively connected with the conduct of a trade or business in the U.S. and is includible in the beneficial owner's gross income for the taxable year. In light of the foregoing, you hereby represent, warrant, acknowledge and agree as follows:

a. FATCA: General Exculpation of Liability. You hereby acknowledge and agree that if a payment made to Customer by in connection with an account, this Agreement, or any products or services provided by Pibank to the Customer would be subject to U.S. federal withholding tax imposed by FATCA, Customer shall deliver to Pibank at the time or times prescribed by law and at such time or times requested by PIBANK such documentation requested by Pibank as may be necessary

for Pibank to comply with its obligations under FATCA to determine that Customer has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. In accordance with Section I, paragraph 21 of this Agreement, and each Indemnified Party (as defined in Section I, paragraph 21) shall not at any time incur any liability to you and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Indemnified Party (as defined in Section I, paragraph 21) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to any of or its affiliates obligations with respect to FATCA, including, as applicable, reporting of information or withholding on any payments received or originated by you.

b. **CUSTOMER OBLIGATIONS.** You are in the best position to determine your U.S. or foreign status, Chapter 4 status (as such term is defined in FATCA) and the status of your payees in connection with your account (each, as applicable, "FATCA status"). Accordingly, you hereby agree to provide the Bank with such documentation or information it may request or deem necessary (in its sole discretion) from time to time to comply with its obligations under FATCA, including, but not limited to, any one or more of the following:

- i. A true and correct withholding certificate (e.g., W-8BEN, W-8BEN-E, W-9, etc.) for the account or the payee;
- ii. With respect to an account held by or payee that is an FFI, a true and correct withholding certificate that identifies the FFI as a participating FFI (PFFO), deemed-compliant FFI, registered deemed-compliant FFI, certified deemed-compliant FFI or such other FATCA classification applicable to such FFI;
- iii. With respect to an account held by or payee that is an FFI required to obtain a Global Intermediary Identification Number (GIIN), documentary evidence that the FFI has registers with the IRS and obtained a valid GIIN;
- iv. With respect to an account held by or payee that is a non-owner, a true and correct withholding certificate identifying the account holder or payee as an excepted NFFE, passive NFFE or an exempt beneficial owner. Examples of excepted NFFEs, include, but are not limited to: publicly traded companies, affiliates of publicly traded companies, non-profits, and active NFFE (means a foreign business whose passive income is less than 50% of gross income). Examples of exempt beneficial owners, include, but are not limited to: any foreign government, any political subdivision of a foreign government, or any wholly owned agency or instrumentality of any one or more of the foregoing, foreign central bank of issue (e.g., such banks are generally the custodian of the banking reserves of the country, Bank for International Settlements, etc.), Governments of U.S. Territories, and certain retirement funds;
- v. Any other written documentation or certification reflecting the nature of payment (i.e., showing it is not a withholdable payment under FATCA) or the FATCA status of the payee consistent with the provisions of the Code and/or regulations promulgated under FATCA;
- vi. Documentary evidence regarding the nature of the payment as not U.S. source FDAP or U.S. source gross proceeds, as those terms are defined in FATCA;
- vii. A certificate of residence issued by an appropriate tax official of the foreign country claimed by you or the payee as the country of residence that indicates that such party has filed its most recent income tax return as a resident of that country;
- viii. With respect to an individual, valid identification issued by an authorized government body (e.g., a government or agency thereof, or a municipality) that is typically used for identification purposes;
- ix. With respect to an account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a Qualified Intermediary agreement (a "QI Agreement"), any of the documents other than a withholding certificate referenced in the jurisdiction's attachment to the QI Agreement for identifying individuals or entities;
- x. With respect to an entity, any official documentation issued by an authorized government body (e.g., a government or agency thereof, or a municipality);
- xi. For a payment made with respect to an offshore obligation to an individual, a third-party credit report;
- xii. With respect to an entity other than a PFFI or registered deemed-compliant FFI, any organizational document (e.g., articles of incorporation or a trust agreement), financial statement, third-party credit report, letter from a government agency, or statement from a government Web site, agency, or registrar (such as an SEC report) depending on the FATCA status of the entity; or
- xiii. A letter from an auditor or attorney with a location in the United States that is not related to the withholding agent or payee and is subject to the authority of a regulatory body that governs the auditor's or attorney's review of the FATCA status of the payee, any bankruptcy filing, corporate resolution, copy of a stock market index or other document depending on the FATCA status of the payee.

In the absence of the provision of the information / documentation summarized above (i.e., FATCA status), Pibank may be required under FATCA to withhold thirty percent (30%) on payments to or from your account.

c. **Due Diligence Obligations.** In the event Pibank establishes an account for a foreign legal entity, it shall perform due diligence in order to determine if any substantial U.S. ownership exists. Further, Pibank may ask you questions with respect to your U.S. tax payer status and will require you to complete a W-9 or W-8, as applicable. In addition, Pibank will inquire

as to the nature of your payments (foreign and domestic), the payee, and/or the status of the foreign beneficiary bank / financial institution in order to comply with its obligations under FATCA.

d. FATCA Withholding Obligation. In the event that Pibank is unable to determine that a payment made to or from your account is subject to withholding under FATCA or you have not met the CUSTOMER OBLIGATIONS, as summarized above, you hereby acknowledge and agree that Pibank will withhold thirty percent (30%) of the gross amount of such payment. Therefore, it is incumbent upon you to meet the CUSTOMER OBLIGATIONS, as summarized above, or Pibank shall meet its legal obligations under FATCA and will withhold thirty percent (30%) of such payment.

e. Reporting. Pibank as a USFI, must report to the IRS information about certain non-financial foreign entities with substantial U.S. owners and payments made to nonparticipating FFIs.

f. Change in Circumstances. For purposes of FATCA the Customer is considered to have a in only if such change results in the addition of information (i.e., U.S. indicia that is not otherwise cured by documentation on file and claim of foreign status or otherwise conflicts with such status under FATCA. As defined in the FATCA regulations, U.S. indicia includes but is not limited to: U.S. address or U.S. residence address, a U.S. person serving as agent under a power of attorney over a non-resident alien / foreign -care the Customer, etc. A change of address or telephone number is a change in circumstances for purposes only if it changes to an address or telephone number in the United States. A change in circumstances affecting the withholding information provided to the Bank will terminate the validity of the withholding certificate (i.e., W-8 or W-9) with respect to the information that is no longer reliable, until the information is updated. You have an obligation to notify the Bank of a change in circumstances. If a change in circumstances makes any information on a withholding certificate or other documentation incorrect, then the person whose name is on the withholding certificate or other documentation must inform Pibank (the withholding agent) within thirty (30) days of the change and furnish a new withholding certificate, as may be deemed necessary, and, as applicable, provide new documentary evidence to document the validity of a claimed exemption where U.S. indicia is reflected.

g. Protection Under FATCA and This Agreement for Withholding and Reasonable Delay in Executing a Payment Order. With respect to foreign payments, in the event you fail to meet CUSTOMER OBLIGATIONS, as outlined above, the Bank is required under FATCA to withhold thirty percent (30%) of the gross payment amount and FATCA holds it harmless for doing so. In addition, you agree and authorize the Bank to withhold said thirty percent (30%) of the payment amount and remit to the IRS as required by law. You agree that Pibank will have a reasonable period of time to investigate and inquire with you as to the nature of the payment or the FATCA status of the payee and that you will promptly cooperate with Pibank to avoid any undue delay in processing the payment order. Customer acknowledges the importance of meeting the CUSTOMER OBLIGATIONS, as outlined above, and in relation with this Section I, paragraph 5, shall excuse a reasonable delay in executing a payment order for its failure to meet those obligations and for Pibank employing its best efforts to ascertain the FATCA status of the foreign payment. Lastly, in connection with this delay, fees or charges assessed by any paying bank or beneficiary bank as a result of initiating a second foreign payment order to remit the incorrectly withheld thirty percent (30%), or the withholding of thirty percent (30%) for your failure to meet the CUSTOMER OBLIGATIONS, you agree that to the greatest extent permitted by law you shall hold the Bank harmless and indemnify it consistent with Section I, paragraph 21.

h. Withholding Agent Liability (FATCA & Non-FATCA Withholding). Pibank as a withholding agent, is liable for any tax required to be withheld that is not properly withheld. The withholding agent also becomes liable for interest and applicable penalties. In the event a with holdable payment, including interest, penalties, and any associated costs (e.g., attorney, CPA, or other professional, court costs, fees, etc.) is made or required to be made by Pibank on your behalf, then Customer agrees that said payment shall be an Indebtedness of Customer and as such it shall be subject to the provisions of Section I, paragraph 19, Security Interest / Right of Setoff. The rights conferred herein by Customer and this Agreement are in addition to any the Bank may have at law or equity.

7. Signature Cards and Authorized Signatures/Signers. Upon opening an account, customer and all authorized signers will be required to sign a Signature Card electronically. The authorized signatures for an account are those reflected on the Signature Card, any resolution or other separate written authorization relating to the account received by Pibank We shall be entitled to rely upon any Signature Card or other resolution or designation of authorized signatories delivered by you in respect of an account, until the depositor has delivered to Pibank an appropriately executed resolution or other written document revoking or modifying the authorizations contained therein and Pibank has had a reasonable time to act thereon. For the payment of funds and for other purposes relating to any account you have with Pibank we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe, in good faith, that the signature appearing on instructions is not genuine. If the Signature Card is not returned, you agree that we will not be liable to you for honoring signed instructions if we believe in good faith that the signature appearing on such instructions is authorized. WE DO NOT ISSUE OR PAY ON ANY CHECK PRESENTED ON ANY Pibank ACCOUNT. Moreover, you guarantee and warrant that any unsigned draft that you deposit into your account is authorized. Should any conflicts in the terms of the Signature Card and this Agreement occur, then the terms of this Agreement shall control.

ALTHOUGH YOUR SIGNATURE CARD OR RESOLUTION MAY INDICATE THAT MORE THAN ONE SIGNATURE IS REQUIRED FOR THE WITHDRAWAL OR TRANSFER OF FUNDS, THAT NOTATION IS PRINCIPALLY FOR YOUR OWN CONVENIENCE AND INTERNAL CONTROL PURPOSES. WE DO NOT ASSUME A DUTY TO SUPPORT MULTIPLE SIGNATURE REQUIREMENTS. AS SUCH, WE ASSUME NO DUTY TO CONFIRM THAT TWO OR MORE (OR ANY COMBINATION) OF AUTHORIZED SIGNERS HAVE APPROVED ANY TRANSACTION. WE SHALL ACT UPON THE INSTRUCTIONS OF ANY ONE AUTHORIZED SIGNER.

8. Facsimile Signatures; Electronic Identifier. If the depositor's items are signed using any facsimile signature, electronic identifier, or other non-manual form of signature, the depositor acknowledges that its use is solely for their benefit and convenience. The depositor accepts sole responsibility for maintaining security over any device for affixing the signature or electronic identifier. Such signature or electronic identifier will be effective as the depositor's signature regardless of whether the person affixing it was authorized to do so and regardless of the means by which the actual or purported facsimile signature or electronic identifier may have been affixed if such signature resembles the facsimile signature or electronic identifier duly certified to or filed with us, or if such facsimile signature or electronic identifier resembles any facsimile signature or electronic identifier previously affixed to any item drawn on your account which was accepted and paid without timely objection.

You acknowledge and agree that, unlike face-to-face banking transactions, most transactions occurring with us via the Internet (including, but not limited to accessing account records, making withdrawals, and giving payment instructions) will be authorized and/or initiated by the use of an electronic identifier as we may implement from time to time. Different types of transactions may require a different electronic identifier. You accept sole responsibility for maintaining security over any electronic identifier issued to, selected by, or utilized by you and any device for affixing any of the foregoing. You acknowledge and agree that any request, instruction or transaction (including, but not limited to, giving payment and withdrawal instruction) received by us, which includes your electronic identifier, will be deemed to be authorized by you. Such electronic identifier will be effective as your electronic identifier regardless of whether the person affixing it was authorized to do so and regardless by what means the actual or purported electronic identifier may have been affixed if such matches your electronic identifier. You agree to hold us harmless and indemnify us for any liability (not limited to all claims, costs, losses and damages, including attorneys' fees), we may incur for reasonably acting upon such requests, instructions or transactions which bears your facsimile signature or electronic identifier. You agree to keep confidential, and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all electronic identifiers issued to, selected by or utilized by you. If your electronic identifier becomes lost or known to another person, you agree to notify us immediately so that a replacement may be issued for temporary use.

9. Service Charges/Fees. Pibank Savings accounts are not subject to fees however. For more details, please reference the Disclosure and Schedule of Fees.

10. Interest. Depositor agrees that if the balance of the account ends with no balance or a zero balance at the end of the related term, all interest otherwise due to Depositor is forfeit and shall not be paid for such term.

11. Form of Account Ownership. When you open an account, you may choose to own the account either (i) individually or (ii) joint in the entirety with rights of survivorship. The form of ownership for your account are designated on the Signature Card when you open the account. In the absence of a Signature Card, our system of records shall be conclusive. Where two or more individuals are designated or appear on a Signature Card as owners of such account, then as between them, we will treat the owners as joint tenants with rights of survivorship. For any joint account where a joint owner or last owner has died, we reserve the right not to release funds in the account until all necessary legal documents and other requested information are delivered to us. You agree to notify us of the death of any joint owner and to reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the account to you. You agree that if your account is identified as one offered only to individuals, it shall not be used for a business purpose. At the sole discretion of the Bank, any such account may be closed.

NOTE: Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.

a. Personal Accounts. The forms of ownership for personal accounts, include, but may not be limited to, the following:

i. Individual Accounts (Single Party Account). An account may be opened in the name of one natural person/individual

who has the sole right to deposit or withdraw funds from the account.

ii. Joint Accounts. Irrespective of the form of joint ownership you have chosen, you hereby authorize the Bank to honor any deposit, withdrawal or transfer of funds by only one owner and authorize each owner to act for the other. As a joint account, each of the joint tenants owns an undivided interest and has total control of the account. The Bank is not required to inquire as to the source, ownership or pro rata interest of any funds received for deposit to an account or the proposed application of any payments made from an account. Any joint owner may close the account. Should an account be opened in the name of more than one person, the balance to the credit thereof at any time shall belong to such persons, or the survivor(s) of them, as joint tenants with right of survivorship and not as tenants in common (unless specifically selected on the Signature Card) and the Bank may pay the same, or any part thereof, to any one or more of such persons and this right shall not be affected by the death, mental incompetence or other disability of any one or more such persons. All joint owners will be jointly and severally liable for all activity related to the joint account, including responsibility for paying overdrafts created by any authorized signer(s) or party to the joint account, whether or not they participate in the transaction or benefit from its proceeds. Although the Bank shall have no obligation to notify any one or more of you regarding any change to or other action concerning the joint account made or taken by another of you, the Bank may, notwithstanding any other provisions of this paragraph, require the signatures of all of you in order to pay any item or take any other action relating to the joint account if the Bank (i) has received conflicting demands or instructions from any two or more of you, (ii) has received an instruction signed by less than all of you seeking to change the title of (or restrict the payment or transfer of funds is prudent to require the signatures of all of you.

b. Transfer of Accounts and Account Ownership. Your personal account is for your use only. It is nontransferable and nonnegotiable. Ownership of your account is transferable only on our records with our consent. We may, in our sole and absolute discretion, withhold such consent.

- You may not grant, transfer or assign any of your rights to your account without our written consent.
- Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.
- We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest.
- No assignment by you of your account will become effective on the Bank until we consent, have documented the transfer consistent with the Bank policies and procedures and applicable law, and make appropriate changes to documents and systems/records of the Bank.

13. Savings and Certificate of Deposits.

a. Types of Accounts. We offer a Savings account and a Certificate of Deposit Account.

Savings. There are no restrictions to the number of transactions that can occur from your savings account. For additional terms on service, please refer to the Online and Mobile Banking Agreement.

14. Fraud Detection/Deterrence. There are several precautions that you can and should take to decrease the risk of unauthorized transactions from your account. Such precautions include, but are not limited to:

- a. Safeguarding and not disclosing to third party's information about your account, such as your account number(s);
- b. Safeguarding materials and information which can be used to access your account including, but not limited to, your electronic passwords or other access-related information, to prevent them from being misused by an unauthorized party;
- c. Reviewing carefully your statement for unauthorized activity if you suspect that any of these items may have been stolen or tampered with or if you are the victim of theft or your property is burglarized;
- d. Promptly and carefully reviewing your statement each month for unauthorized activity or missing deposits;
- e. Closing your account immediately upon discovery of any known or suspected unauthorized activity. We may recommend that any account that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, the Bank shall not be liable to you for subsequent losses on the account due to unauthorized activity and we may require you to indemnify us for any losses we incur as well;
- f. Safeguarding your facsimile signature devices (see Section I, paragraph 8), if any; and
- g. Authorizing third parties (e.g., your employees, vendors, etc.) to be authorized signers on the account increases the risk of fraud substantially and a much higher level of vigilance and oversight with respect to monitoring the proper handling of

the account is necessary. Employees/authorized account signers and you agree to indemnify and hold us harmless from any claim or liability whatsoever arising from any misconduct by said individuals on your account.

You agree that if you fail to follow these and other precautions prudent to your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, transfer using ACH/PLAID. We will not be required to re-credit your account or otherwise have any liability for paying such items.

15. Statement of Account. Your statement will be made available to you electronically (through Mobile Banking App) monthly, depending on the type of account and the services you have with us and, if applicable, will include the amount of interest earned for the statement period.

16. Reviewing Statements and Reporting Problems. You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit, illegible image or any other error or discrepancy relating to a deposit or other credit or debit entry to your account, or any other errors in your account statement (hereinafter collectively referred to as "Discrepancy(ies)"). Therefore, you should carefully examine your account statements, when you receive them. If you discover (or reasonably should have discovered) any Discrepancies, you must promptly notify us of the relevant facts. If you fail to review your statements and/or report problems timely, you will have to either share the loss with us, or bear the loss entirely yourself, depending on whether we exercised ordinary care and, if not, whether the Bank substantially contributed to the loss. The loss could be not only with respect to items on the statement, but other items forged or altered by the same wrongdoer. If the previous sentence applies, but you are able to prove that we failed to exercise ordinary care in paying the item in question and that our failure substantially contributed to the loss, then the loss will be allocated between us based on the extent to which our respective failures to exercise ordinary care contributed to the loss. You agree that we do not fail to exercise ordinary care because we use these automated procedures. You also agree that we do not fail to exercise ordinary care if the items were forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first made available to you. As stated above, you agree that the statement is deemed to be received by you five (5) calendar days after the statement end date.

YOU FURTHER AGREE THAT IF YOU FAIL TO REPORT ANY DISCREPANCIES RELATING TO A DEPOSIT OR OTHER CREDIT OR DEBIT ENTRY TO YOUR ACCOUNT WITHIN THIRTY (30) DAYS OF WHEN WE MAKE THE STATEMENT AVAILABLE, YOU CANNOT ASSERT A CLAIM AGAINST US ON ANY ITEMS IN THAT STATEMENT AND THE LOSS WILL BE ENTIRELY YOURS. THIS THIRTY (30) DAY LIMITATION IS WITHOUT REGARD TO WHETHER WE EXERCISED ORDINARY CARE. FOR CONSUMERS, REGULATIONS GOVERNING ELECTRONIC FUNDS TRANSFER PROVIDE UP TO SIXTY (60) CALENDAR DAYS FOR REPORTING
The depositor also agrees to return immediately to the Bank any check images, or other items which do not belong to the depositor.

IF THE DEPOSITOR DOES NOT REPORT TO US ANY MISSING CREDIT OR DEBIT ITEMS, UNAUTHORIZED SIGNATURES, ANY ALTERATIONS, OR OTHER SUSPECTED MISUSE OF THEIR ACCOUNT, IN ADDITION TO ANY RIGHT WE HAVE BY LAW, THE BANK WILL NOT BE RESPONSIBLE FOR ANY SUBSEQUENT FORGERIES, ALTERED CHECK OR OTHER FRAUDULENT USE OF THE ACCOUNT BY THE SAME PERSON THAT OCCUR AFTER THE DEPOSITOR HAS BEEN AFFORDED A REASONABLE PERIOD OF TIME NOT EXCEEDING THIRTY (30) CALENDAR DAYS FROM THE CLOSING DATE OF THE STATEMENT CONTAINING INFORMATION ABOUT THE FIRST FORGERY, ALTERATION OR FRAUDULENT TRANSACTION TO EXAMINE THE ITEM OR STATEMENT AND NOTIFY THE BANK.

If the depositor reports to us any Discrepancy or missing, stolen statements or other account related material, the depositor agrees to cooperate with us in the investigation of their claim. This includes giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction or issue in question and the circumstances surrounding the loss. The appropriate law enforcement officials against any suspected wrongdoer.

The depositor agrees to pursue all rights he/she may have under any insurance coverage they maintain before making a claim against the Bank in connection with any account transaction, and to provide us with all reasonable information about

their insurance coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

The depositor agrees that we have a reasonable period of time (thirty (30) days) to investigate the facts and circumstances surrounding any Discrepancies or other account related material that the depositor has claimed, and that we have no obligation to provisional credit your account during our investigation except as set forth in the Disclosures & Schedule of Fees, and only if the account is held as a consumer account (i.e., accounts held for personal, family or household purposes).

17. Terminating the Account / Agreement. The Bank reserves the right, at its sole discretion, to discontinue or limit transaction account services, to refuse further deposits or withdrawals, to decline to collect any item or to process any transaction or to terminate the account relationship at any time. We will provide written notice to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent a loss. In the event the Bank decides to close your account, for any reason other than abuse of the account relationship or to prevent a loss, and, in our sole discretion, grant you a time frame to close your account, you agree that ten (10) days is a reasonable time period. Notwithstanding the foregoing, you agree that we may close your account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud, to prevent a loss or other crime, or your account remains overdrawn for ninety (90) days or more. You agree that in instances of account abuse, suspected fraud, or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. Further, for security concerns, we may require you to close your account and to open a new account if: (i) there is a change in authorized signers; (ii) there has been a forgery or fraud reported or committed involving any of your accounts; (iii) any account information is lost or stolen; (iv) you have too many transfers from your account; or (v) any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding items. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that the account is closed, the Bank will mail to the depositor a check for the balance in the account, after any applicable service charges have been deducted, at the last address shown in our account records. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. The depositor shall be responsible and liable for any service charges and transactions initiated prior to an account closing. You may close any of your accounts by notifying us in writing. Whether you close your account or we do, the account closing will not affect your obligations under this Agreement, even if we allow any transactions to be completed after the account is closed. Termination of savings accounts are subject to the provision of withdrawals from interest-earning accounts. In addition, termination of the account by either party will not release you from any fees or other obligations incurred before the termination. This Agreement continues to govern matters related to your account even after your account closes.

18. Stop Payment Orders. For electronic fund transfer stop payment orders. The depositor must notify the Bank within three (3) business days before the scheduled date of the transfer and must complete the Bank's applicable affidavit. The depositor agrees to reimburse the Bank for all expenses and loss resulting from refusing payment pursuant to the order, or if by reason of such payment order or items drawn by the depositor is returned unpaid because of insufficient or uncollected funds. In accordance with the National Clearing House Association (NACHA) Operating Rules, stop payments can be placed on other transfers that include:

- RCK Resubmitted (bounced) check
- POP Point of Purchase check conversion
- ARC Accounts Receivable Check (conversion)
- TEL Telephone single authorization payment
- WEB (internet) single authorization payment

If you have authorized a transfer from your account by telephone or via the Internet by providing information about your account number at this Bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We may charge you for each stop payment order you give, consistent with the applicable Disclosures.

Please note that PLAID transactions can be disputed as a ACH Transaction. Pibank will only use PLAID to bring in funds not sending out debits.

19. Limitation of Liability. This Bank in no case shall be responsible for or be subject to any liabilities to depositor other than those imposed by law for its own lack of good faith to exercise ordinary care. The obligation to exercise ordinary care in the handling of cash and cash items, including stop payment requests, shall be measured by the standard of reasonableness, the procedures established for the transaction involved, and mere clerical error, inadvertence, or oversight without malice, or an honest mistake of judgment, shall not be or constitute as to any transaction, a failure to perform such obligations or to exercise ordinary care and in no case shall be deemed wrongful. The Bank shall not be responsible or liable due to any other (not under our direct control) acts or omissions, including without limitation, any Federal Reserve Bank, Clearing House, correspondent bank, or transmission or communication facility, and we shall not be liable to you for any failure, delay, omission, interruption or error with respect to the Bank's performance of any of its obligations under this Agreement or under any related account opening documentation or Signature Card, if the same results from any cause beyond the control, including, without limitation, power failures, equipment malfunctions, suspensions of payment by other financial institutions, labor disputes, bank moratoriums, currency restrictions, trading suspensions, acts of God, natural disasters, fire, adverse weather conditions, wars, civil commotions or disturbances, insurrections, acts of terrorism, legal compulsion, negligence of other financial institutions and any other actions or restrictions of any governmental, supervisory or monetary authorities or other third parties, or other circumstances beyond our reasonable control.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, 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 DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

In addition, the Bank will not be held liable for enforcing the requirements imposed by the U.S. Department of the Office of Foreign Assets Control which may include blocking (freezing) your account or restricting access to those funds as it conducts required due diligence to insure compliance with OFAC rules and regulations.

20. Indemnification of Bank. You agree to indemnify and hold the Bank, its affiliates, and each of their respective directors, officers, employees and agents (each of the foregoing, including the Bank and its affiliates, being an harmless from any and all losses, claims, demands, causes of action, liabilities, damages, costs, interest, fines, penalties, and expenses (including without limitation any attorneys', Certified Public Accountant, or any other professional fees, whether incurred at trial, on appeal or without litigation) which may at any time or times be imposed upon, incurred or suffered by, or asserted against such Indemnified Party in connection with any acts, omissions or circumstances arising out of or relating to this Agreement, or any breach of this Agreement by you, or the presentation, payment or dishonor of any item drawn on any account of yours, or the acceptance of any item for deposit in any such account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party). Even if liability is established for actual damages, consistent with Section I, paragraph 20, **IN NO EVENT SHALL ANY INDEMNIFIED PARTY OR YOU BE LIABLE TO ONE ANOTHER FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT, EVEN IF YOU OR AN INDEMNIFIED PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW.** The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature, and description whether arising from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Agreement.

21. Dispute Resolution.

PLEASE READ THIS PROVISION OF THE AGREEMENT. THIS PARAGRAPH CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNT, AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CLAIMS OR DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION IS

FINAL AND BINDING ON THE PARTIES.

- a. **What does “claim and/or dispute” mean?** The term “claim” or “dispute” means any controversy (whether under a statute, in contract, tort (including intentional tort), fraud agency, negligence, statutory or regulatory provisions, or any other source of law and whether for money damages, penalties or declaratory or equitable relief) by either you or the Bank against the other, or against the employees or agents of the other, arising from or relating in any way to this Agreement (including any renewals, extensions or modifications) or the deposit relationship between us.
- b. **Claims/Disputes on Your Account.** Except with respect to claims or disputes described in paragraph (c) below, the depositor and the Bank acknowledge and agree that all claims/disputes arising from or relating to this Agreement are subject to binding arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. A party seeking arbitration shall submit written notice of its request for arbitration to the other party, setting forth the specifics of the claim being made. The parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Miami- Dade County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The arbitration and this provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the arbitration shall be conducted by a single arbitrator appointed in accordance with the rules of the AAA. The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the dispute or claim. This includes the applicability of this paragraph and the validity of this Agreement, except that the arbitrator may not decide or resolve any claim / dispute challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a court. The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. Arbitrations will be governed by the rules of the AAA to the extent those rules do not conflict with this paragraph. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. The award of the arbitrator shall be in writing, and state the reasons for the award. Judgment on the award rendered may be entered in any state or federal court having jurisdiction. The final and binding, except for any right of appeal provided by the FAA or under this Agreement.

23. Source of Funds/Compliance with Law. You understand and acknowledge that the Bank is required under applicable law and its own policies and procedures to take steps to combat the use of the Bank's products, services and facilities in furtherance of money laundering and other illegal activities. The depositor represents, warrants and covenants that all funds now or hereafter deposited in an account shall have a lawful source, and that the depositor shall not conduct or initiate any transaction in or through the account or the Bank that is unlawful under the laws of the United States, the State of Florida or any other jurisdiction the laws of which are applicable to such transaction. You agree not to violate the laws of the United States or any foreign jurisdiction, including without limitation, the economic sanctions administered by the U.S. Treasury OFAC, through the use of the account. You agree to comply with all applicable law. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law, U.S. or otherwise. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter and you agree to hold the Bank harmless consistent with the provisions of this Agreement.

24. Miscellaneous Terms and Conditions.

c. **Governing Law.** Without giving effect to the principles of comity or conflicts of law thereof, the validity, interpretation, performance and enforcement of this Agreement shall be governed by and interpreted according to federal law and the laws of the State of Florida. If state and federal law are inconsistent, or if the state law is preempted by federal law, federal law governs.

d. **Conflicts Involving the Account.** If we receive an actual or potential claim from a third party regarding your account, any deposit, transfer, debit, credit or other transaction involving your account, or conflicting instructions or claims from authorized signers, you hereby grant to us full discretion to freeze your account and not honor any further transactions until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order, all without liability to you. We

may also, without liability to you, close the account and issue a check made payable to you and each authorized signer or you and each claimant, as we deem necessary, or we may interplead the funds into court. You agree to reimburse us for any loss, costs or expenses including, ownable fees and the costs of litigation (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes any situation where you, an authorized signer, another joint owner, or a third-party act with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

e. Business Day. For purposes of this Agreement, a means any day that is not a Saturday, a Sunday or other day on which commercial banks are required or authorized to be closed under applicable Federal or State law.

f. Notices. Written notices sent to the Bank shall not be effective until actual receipt. Written notice given to the depositor shall be effective when mailed to the address shown on statement. If you provide the Bank with an e-mail address to which the Bank may send electronic communications, then you agree that the Bank may send you by e-mail any information that it may have sent via regular mail, for example: notices, alerts, changes in terms of Agreement, etc. You agree to notify the Bank in the event you no longer desire to receive content through this delivery procedure and will allow a reasonable amount of time to permit proper delivery to you as requested or by other means.

g. Amendments and Alterations to this Agreement. The Bank in its sole discretion may amend or alter the terms and conditions of this Agreement, from time to time, by mailing you at the address appearing on the records of the Bank, delivering by other authorized method (e.g., email, posting on our Internet page with notice to you, etc.) or by posting in each of its locations, a prominent copy of said alteration or amendment, which shall become effective thirty (30) calendar days later. However, interest rates and the earnings credit rate are subject to change at any time at our sole discretion. Notice of such changes will be reflected on branch signage, our Internet page, your bank or analysis statement. You are free to terminate your relationship with us if you do not agree with any change. If you continue to use your account, all changed/modified terms will apply, they shall apply whether the issue arose in the past or in the future. Any attempted alteration or modification of this Agreement or the terms and conditions of your account shall not be effective unless and until agreed to in writing by Pibank

h. Changes to Your Account. You must notify us of any change to your name, email or physical or mailing address. You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent. If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit removal of any account holder or authorized signer without consent of any other account holder or authorized signer on the account. You acknowledge that we may, but need not, require a new Signature Card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers. After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change in your account.

i. Unlawful Internet Gambling. In accordance with Regulation GG (promulgated pursuant to the Unlawful Internet Gambling Enforcement Act of 2006), you agree that by establishing an account with the Bank, you certify that: (i) you shall not conduct "restricted transactions" (as defined below) through any Bank account, (ii) you do not engage in unlawful internet gambling, A "restricted transaction" is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with any person engaged in the business of betting or wagering or in participation with another person involving unlawful internet gambling. You acknowledge that the Bank may reject transactions we reasonably believe are tied to unlawful Internet gambling and, in addition, to restricting such transactions, the Bank in its sole discretion may elect to close any such account for which it has reasonable belief of such activity. You agree to hold us harmless with regard to any such actions conducted in good faith.

j. **Privacy.** We will not reveal your information to any external organization unless we have previously informed you in disclosures or agreements, have been authorized by you, or are required by law. For complete information regarding our privacy practices, please refer to Intercredit Bank Privacy Policy.

k. **Power of Attorney.** If the depositor wishes to name another person to act as their attorney in fact or agent in connection with their account, the Bank must approve the form of appointment. All revocations must be submitted in writing and will not be effective until the Bank has had a reasonable time to process request.

l. **Attachments and Legal Process.** If legal action such as a tax levy, attachment, garnishment, writ of execution or similar legal process is brought against you or your account, the Bank may be required to pay all or a portion of your account to another party and/or may refuse to pay out any money from your account. In such event, the Bank will not be liable to you for complying with such levy, attachment, garnishment, writ or other legal process, even if paying the funds from the account leaves insufficient funds to pay an item you have written. The Bank may also charge your account the applicable fee set forth in the applicable Disclosures & Schedule of Fees. If the Bank incurs any expenses, fees or other costs, including, but not limited to, attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, in responding to the levy, attachment, garnishment, writ of execution or similar legal process that is not otherwise reimbursed, the Bank may charge or collect such expenses, fees or other costs from your account without prior notice to you. Any tax levy, attachment, garnishment, writ of execution or similar legal process is subject to the Bank's right of setoff and security interest.

The Bank may also charge your account the applicable fee set forth in the applicable Disclosures & Schedule of Fees for records and research provided on your account in response to a valid request by you or another account owner or person or entity having a legal interest in your account that the Bank perform research or produce records. Similarly, the Bank may also charge your account the applicable fee set forth in the applicable Disclosures & Schedule of Fees for records and research provided on the account in response to a summons, subpoena, or other court or governmental agency order or requirement that the Bank perform research or produce records. You agree that the Bank has no duty to challenge or otherwise defend the adequacy or propriety of any legal process served on the Bank.

m. **Death or Incompetence.** You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor, and unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction. If a deposit, including salary, pension, Social Security and Supplemental Security Income, payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

n. **Inactive and Dormant Accounts.** If you do not make any deposits or withdrawals from your account (passive ACH debits and credits are not deemed transactions, examples include, but are not limited to Interest payments from your Pibank Savings, Social Security payments, Veterans payments, established automated payments of third parties through ACH, etc), or you fail to maintain contact with the Bank (e.g., return of mail to the last known address for the account, etc.) your account will be deemed dormant after eighteen (12) months of inactivity for savings accounts if no activity (meaning deposit, withdrawal, other accounts, etc.) on the account has taken place. Based on the foregoing, your account will be classified as dormant and will remain classified as dormant until you make a deposit or withdrawal or otherwise notify the Bank of your interest in the account. You may be required to sign a form to return your account to active status. After a specified period of time, if the customer has not responded to the dormancy notifications, the accounts escheated in accordance with the State of Florida Statutes (see below). We will not charge a fee for dormant accounts. If the balance in your account reaches zero (0) after the assessment of service fees, the Bank may close your account.

n. **Escheatment.** Under applicable state law, any account which has not had activity for a certain period is deemed to be escheatable. Any and all funds in your account that are determined to be escheatable will be withdrawn and paid to the applicable government entity. An escheat fee may be deducted from your account prior to payment being made to the state. The Bank is relieved from all responsibility to any party if your account is escheated.

o. **Counterparts.** This Agreement or any agreement entered into with the Bank relating to a deposit product or service may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that an executed facsimile (fax) or electronically transmitted copy of this Agreement (e.g., scanned image) or any agreement entered into with the Bank relating to an account or service (in counterparts or otherwise) shall be sufficient to bind the parties to the terms and conditions of this Agreement or the specific product or service and said copies shall be considered for all purposes as originals.

p. **Construction.** Any ambiguity in this Agreement shall not be construed against the Bank and shall be construed equally against each party.

q. **Gender, Singular and Plural.** Any references in this agreement to gender include masculine, feminine and neutral party, unless otherwise indicated by the context. Any singular references include the plural and any plural references include the singular.

r. **Headings.** Any heading in this Agreement is for convenience of reference only and does not constitute a part hereof or thereof.

s. **E-mail Security.** Customers should not use unencrypted e-mail to send confidential information, such as social security numbers, account numbers, etc., to the Bank as these are not secure.

t. **Enforcement of Rights.** No delay or omission on the part of the Bank in the enforcement or exercise of any of its rights in connection with an account shall operate as a waiver of such rights, nor shall same prejudice the Bank in the later enforcement or exercise of such rights or any other of its rights.

u. **Severability.** Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of any of the obligations under the Agreement would result in violation of applicable law, this Agreement shall be deemed amended to the extent necessary to comply therewith.

v. **Signatures Received via Facsimile (Fax), E-Sign or Scanned Images.** If Customer faxes or e-mails any scanned document to the Bank signed, Customer agrees that it was its intention that: (i) fax/scanned signature is an electronic signature under applicable federal and state law; (ii) the fax/scan be an original document; (iii) Customer intends on conducting business with the Bank by electronic records, electronic contracts, and electronic signatures; and (iv) consent under (iii) to be electronically given under applicable federal and state law.

w. **Third Party Account Aggregation Services.** If the customer contracts to use a third-party account aggregation service (e.g. Full View, from Fidelity Investments), the customer shall assume the responsibility for any use of their access devices, personal identification codes, and/or passwords by such third parties. Any inquiries and transactions made by such services shall be deemed as transactions authorized by the customer.

x. **Recording and Monitoring.** You agree that we may tape record, monitor or create a digital record of any conversation or electronic correspondence you have with us regarding your account. However, we are not obligated to do so and may choose not to at our sole discretion.

y. **Records.** We may, at our option, retain records in any form including, without limitation, paper, film, fiche, digitized or other electronic medium. Unless prohibited by law, if we are unable to produce your original Signature Card or any other document relating to your account or service or a copy of such document(s), our records, including, without limit, electronic records, shall be deemed to be conclusive. The parties further agree that our imaged copies (including scanned images) of any account documents or related documents (e.g., Signature Cards, customer written instructions, system/services specific agreements, canned email communications, scanned letters, etc.) shall be deemed for all purpose's originals. Unless prohibited by law, if there is a

discrepancy between your records and the Bank's records, the Bank's records shall be deemed to be conclusive.

z. **Force Majeure.** Neither party shall be liable for the non-performance hereunder to the extent such performance is prevented by any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government be excused to the extent such performance is prevented by a Force Majeure Event.

aa. **Waiver of Rights.** We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers or to enforce any of our rights with respect to later transactions with you and you agree such actions by us are not sufficient to modify the terms and conditions of this Agreement.

bb. **Entire Agreement.** This Agreement and the documents to which it refers constitute your and our entire agreement and understanding and supersede all prior agreements and understandings.

cc. **Binding Agreement; Restriction on Assignability.** This Agreement shall be binding upon you, your heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, your rights and obligations under this Agreement shall not be assignable by you without the prior written consent of the Bank, and any purported assignment of the same without such prior written consent shall be null and void.

dd. **Survival.** Upon the termination of this Agreement for any reason, the following paragraphs of Section I shall survive: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 17, 19, 20, 21, 22, 23, and 24; all of Section III.

II. TRANSFERS AND AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS/PLAID

The Bank does offer outgoing domestic wire transfer services and offers incoming wires services. The bank offers both incoming (PLAID) and ACH transfer services and these provisions apply. These rules do not apply to transactions governed by the Electronic Fund Transfers Act or transfers by check, draft or another written item. Generally, it is required that you contract with the Bank to conduct electronic fund transfers. If you have entered into such a contract with the Bank for electronic funds transfer services, the provisions set forth below should be considered a supplement to that agreement and do not nullify any terms of that agreement. In addition, applicable payment orders are subject to Article 4A of the Uniform Commercial Code as adopted by the State of Florida. Fees applicable to electronic transfers of funds are detailed in the Disclosures, which is applicable to your account. Lastly, with respect to ACH transactions you have authorized, you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and any local ACH operating rules then in effect.

1. **Sending Fund Transfers.** This Section applies to payment orders, subject to Article 4A, we make between accounts maintained by the Bank. means Bank shall be deemed to have accepted your transfer instructions when it executes such a transfer by issuing a payment order intended to carry out the transfer instructions provided by you and received by the Bank.

a. **Processing Requests and Cut-Off Times.** Please reference the Online Banking and Mobile Banking Agreement.

b. **Security Procedures.** Means a procedure established by you and the Bank for the purpose of verifying that a payment order or communication amending or canceling a payment order is that of the Depositor. You hereby agree that the Bank shall have no obligation or responsibility to detect errors in the transmission or the content of the payment order or a communication amending or canceling a payment order, and you acknowledge that the security procedures are not designed to detect errors contained in any payment order. You acknowledge and agree that the security procedures established by the Bank are commercially reasonable and shall be communicated to you directly for your consideration, selection (where applicable), and approval (e.g. Electronic Services Agreement) or are made part of our operating procedures. At our discretion, we may change the security procedures upon written notice to you; thereafter, your continued use of the amended security procedure shall evidence your agreement that the amended security procedure is also commercially reasonable.

You agree that we will not process a requested payment order or be liable to you or any third party, in anyway, for not processing a payment order unless the agreed upon security procedures are met to the satisfaction of the Bank. You further agree that if the Bank follows the agreed upon security procedures, then the payment order is effective

as your payment order, whether the payment order was authorized by you or not. The details of the security procedure on your Account shall be safeguarded by you and any authorized person(s) having such security procedures, and you shall indemnify and hold us harmless with respect to any and all damages, Against you, us or any third party as a result of any unauthorized disclosure of such security procedures.

c. Amendment or Cancellation of Requests. You have no right to amend or cancel a payment order after we receive it. If you ask us to do this, we may, at our sole discretion, act on your request prior to the time that we execute such payment order, and in any event, we may condition such action upon (i) receipt of information reasonably identifying the original payment order, (ii) compliance with applicable security procedures, (iii) receipt of an indemnity and bond or other security acceptable to the Bank, under which the Bank is made whole for all losses, expenses (including attorneys' fees) and other liabilities that may result from execution of the amendment to or cancellation of a payment order, and (iv) receipt of the applicable cancellation or amendment request no later than the applicable cut-off time (as from time to time established by the Bank) on the funds transfer business day preceding the date on which the Bank is to execute or pay the original payment order. A fee may be imposed at the Bank's discretion; however, we are not liable to you if, for any reason, a request is not amended, cancelled, or the Bank is unable to perform, as requested.

d. Identifying Beneficiaries and Banks. The beneficiary's bank account may make payment to the beneficiary based solely on the or other identifying number, which you have provided to us, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiaries' bank based solely on the bank's identifying number, even if the payment order indicates a different bank name. The Bank shall have no duty to detect any inconsistency between the name and any such number contained in a payment order. The depositor shall be responsible for such inconsistencies and shall indemnify and hold the Bank harmless from any loss, liability, expense or damage it may incur as a result of such inconsistency, including without limitation, attorneys' fees and expenses.

e. Transmission of Requests. You authorize us to select any intermediary bank, funds transfer system or means of transmittal to send your payment order. You acknowledge that our selection may differ from that indicated in your instructions and you agree to indemnify the Bank for such selection, and any errors, mutilations, delays, or failure of transmission in the transmission of any payment order in connection with such selection by the Bank.

f. Rejection of Requests. The Bank may reject for any reason a payment order. We will notify you of any rejection of a payment order from your account orally, electronically (e.g., email) or in writing. The depositor agrees that any of the foregoing constitutes a commercially reasonable means of notice. We are not liable to you for any rejection of a payment order, and the Bank shall not be obligated to pay you interest for the period before you receive notice of rejection.

g. Notices of Your Payment Orders. We ordinarily notify you about payment orders by listing them on your account statement or, at our option, by a customer email or by other written notification if applicable.

h. Interest Compensation. If we are obligated to pay for a loss of interest that results from our error or delay regarding your payment order, we will calculate the interest as follows: With an account subject to analysis and earnings credits, we adjust the account under our account analysis procedures to recalculate earnings credits for the period involved. With a non-analyzed account, we will use a rate equal to the average of three (3) months of the Federal Funds Rates as set by the Federal Reserve Bank of Atlanta.

2. Receiving Funds Transfers. We may receive funds transfers directly from a sender, through a funds transfer system or through some other communications system. We may reject an incoming funds transfer for any reason. We are not obligated to notify you if we reject a payment order on your account. In addition, you agree to hold the Bank harmless for such rejection of incoming funds. We will notify you that we have received an incoming funds transfer by listing them on your account statement. Generally, we do not send you a separate notice or advice regarding our receipt of an incoming funds transfer unless you make a request for such a notice.

When we provide a notice, in response to your request, it does not obligate us to send notices for any future incoming funds transfers that you may receive thereafter.

a. Any credit we give you resulting from a funds transfer will normally be deemed final payment. However, if we credit your account by mistake, you agree that we may reverse the credit to your account or that you will otherwise

reimburse us if funds in your account are not sufficient. If we receive satisfactory documentation that a credit was made in error, for an erroneous amount, in connection with fraud or for other commercially reasonable circumstances, we may debit your account for the said amount or you agree to otherwise reimburse us if funds in your account are insufficient. You agree to hold the Bank harmless for such commercially reasonable reversals of funds transfers from your account.

3. Errors and Questions about ACH Transactions and Your Statement. You must notify us at once if you think an ACH credit or debit shown on your account statement or customer advice is incorrect. For consumers, you must send us a written notice describing any discrepancy no later than sixty (60) calendar days after the date you receive the first notice or statement on which the ACH problem or error appears. For consumers, if you fail to notify us within this sixty (60) calendar day period, the Bank may not be liable for any loss of interest because of an unauthorized or erroneous ACH debit.

4. ACH. If your payment order or other funds transfer is sent or received through an ACH system, you will be subject to all applicable rules of such clearinghouse, and any applicable rules set forth in Federal Reserve Operating Circulars. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code (as modified or then in effect). If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by ACH, we are not required to give you any notice of the payment order or credit.

Any credit we give you resulting from an ACH credit is provisional until we receive final payment. If we do not receive final payment or if we credit your account by mistake, you agree that we may reverse the credit to your account or that you will otherwise reimburse us if funds in your account are not sufficient. If we receive satisfactory documentation that a credit was made in error or for an erroneous amount, we may debit your account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your account are insufficient. In the event that the payment does not become final, the originator will not be deemed to have paid you the amount of the credit.

III. IDENTITY THEFT AND PRETEXT CALLING

Identity theft affects thousands of consumers annually. It involves the fraudulent use of a person's personal identifying information such as a social security number, mother's maiden name, date of birth, or account number to open fraudulent new accounts, charge existing accounts. They may obtain this information by:

1. Stealing wallets that contain personal identification information and credit cards.
2. Stealing bank statements from the mail.
3. Diverting mail from its intended recipients by submitting a change of address form.
4. Rummaging through trash for personal data.
5. Stealing personal identification information from workplace records.
6. Intercepting or otherwise obtaining information transmitted electronically.

To prevent identity theft, the bank is advised to verify customer account information by using third party sources, such as consumer reporting agencies, by verifying change of address requests on existing accounts, and by maintaining adequate security standards. The bank also offers additional safety system software to protect customer account from identity theft.

Information obtained from pretext calling may be sold to debt collection services, attorneys, and private investigators to use in court proceedings. Identity thieves may also engage in pretext calling to obtain personal information to create fraudulent accounts. The following are a few basic steps outlined by the Office of the Comptroller of the Currency to avoid becoming a victim of identity theft and pretext calling:
Do not give personal information such as account numbers or social security numbers, over the telephone, through the mail, or over the Internet, unless you initiated the contact or know with whom you are dealing.
Store personal information in a safe place and tear up old credit card receipts, ATM receipts, old account statements, and unused credit card offers before throwing them away. Carry only the minimum amount of identifying

information and number of credit cards that you need. Pay attention to billing cycles and statements. Inquire of the Bank, if you do not receive a monthly bill. It may mean that the bill has been diverted by an identity thief. Check account statements carefully to ensure all debits were authorized.

To safeguard against pretext calling, banks are encouraged to limit telephone disclosures of customer information, train employees to recognize fraudulent attempts to obtain customer information, and to test information security systems. In addition, if the bank is informed of such type of activity, it must report it to the regulators using Suspicious Activity Reports (SARs). The following are recommendations outlined by the Office of the Comptroller of the Currency if someone has stolen your identity:

Contact the police to file a report with your local law enforcement. If your identity was stolen when you were away from home, you will need to contact the police in that jurisdiction, too.

Contact the fraud department of each of the three major credit bureaus to report the identity theft and request that the credit bureaus place a fraud alert. The fraud alert puts creditors on notice that you have been the victim of fraud, and the following are the telephone numbers for the fraud departments of the three national credit bureaus:

Trans Union: 1-800-680-7289

Equifax: 1-888-766-0008

Experian: 1-888-397-3742

You may request a free copy of your credit report. Credit bureaus must provide a free copy of your report, if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing. Review your report to make sure no additional fraudulent accounts have been opened in your name, or unauthorized changes made to your existing accounts. Also, check the section of your report that shows if any fraudulent accounts have been removed.

Contact any bank or other creditor where you have an account that you think may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your account, change your account PIN or password, or close your account, if there is evidence that your account has been the target of criminal activity.

It is also good to contact other authorities that specialize in identity theft.

The Federal Trade Commission (FTC) runs the ID Theft Hotline and the ID Theft Data Clearinghouse.
FTC Identity Theft Hotline: (877) IDTHEFT (438-4338).

If your social security number has been compromised, report it immediately to the Social Security Administration.
Social Security Fraud Hotline: (800) 269-0271.

If mail service was used in the fraud, contact the U.S. Postal Inspection Service. This agency is helpful if any fraudulent utility bills or apartment leases show up on your credit report.
U.S. Postal Inspectors: (800) 275-8777.