

DEPOSIT ACCOUNT AGREEMENT

1. Meaning of some words. In this agreement:

a. "We," "us," "our" and "ours" mean Alden State Bank, 13216 Broadway, Alden, NY 14004;

b. "You," "your" and "yours" mean any person (for example, an individual, a corporation, partnership, limited liability company or other organization, whether organized for a business, non-profit or other purpose, or a governmental unit) in the name of whom or which, whether alone or also in the name of another person or other persons, a deposit account is open with us at any time, whether primarily for a personal, family or household, business or other purpose;

c. "Your account" means that deposit account;

d. "Signature card for your account" means any paper, electronic or other document signed by you or on your behalf, whether manually, electronically or in any other way, to evidence ownership of your account;

e. "Authorized signer" means you, if you are an individual, or any individual (for example, a guardian for you, if you are an individual, or an officer of yours, if you are a corporation) who is indicated in our records concerning your account as authorized to take action with respect to your account;

f. "Item" means any paper, electronic or other order, instruction or request for the payment or other transfer of money (for example, a check, point-of-sale authorization request, automated teller machine withdrawal request or automated clearing house entry);

g. "Overdraft" means any negative balance in your account that occurs if the amount of a withdrawal from your account (for example, a withdrawal from your account to pay an item payable from your account, a withdrawal from your account in cash made at any of our banking offices or an automated teller machine or a withdrawal from your account to pay a fee applicable to your account) exceeds the balance available for withdrawal from your account or if funds deposited into your account are withdrawn from your account and the crediting of the funds to your account is later reversed (for example, if an item deposited into your account is not paid or an item is deposited into your account in error and the error is later corrected); and

h. "Liability or expense" means, with respect to any obligation of yours to indemnify or reimburse any person, any liability, loss, cost or expense (for example, an attorney's fee or disbursement, whether the attorney is hired for advice, litigation or any other purpose, or a cost of investigation or litigation).

2. Agreement. In addition to any other way you agree to be bound by this agreement (for example, by clicking on an acceptance button on our website), you will agree to be bound by this agreement if, after any authorized signer receives a copy of this agreement, any authorized signer signs a signature card for your account, accepts a certificate of deposit for your account or makes a deposit into or withdrawal from your account.

3. Entire agreement. Except for any signature card for your account, any certificate of deposit for your account and any agreement for a particular service that we provide in connection with your account (for example, an online banking or electronic card service), this agreement is the final and complete agreement between you and us concerning your account. Any statement concerning this agreement or your account made by any of our employees or any other person is not part of this agreement. If any part of this agreement is incompatible with

any part of any agreement for a particular service that we provide in connection with your account, the part of that agreement will control to the extent of the incompatibility, but the rest of this agreement will not be affected. This agreement replaces any other agreement now existing between you and us concerning your account.

4. Special types of accounts. Some types of deposit accounts (for example, individual retirement accounts) with us are subject to special rules not set forth in this agreement. Consequently, your account may be subject to rules in addition to those set forth in this agreement.

5. Signature card. Our records as to the current signature card for your account will be binding on you.

6. Designation on signature card. Determining whether any designation on a signature card for your account of ownership of your account or a beneficiary of your account is appropriate or effective is your, not our, responsibility. We may conclusively rely on the designation for all purposes relating to your account except to the extent that the designation is incompatible with a special rule under applicable law as to ownership of your account or passage of ownership of your account upon the death of an owner of your account, in which case the special rule will control to the extent of the incompatibility. We will not be bound by any change in the designation until we receive a new signature card for your account that reflects the change and is signed by everyone we believe must sign the new signature card to make the change.

If you are not an individual or are an individual who does business under a trade name, we may for all purposes relating to your account conclusively rely on any designation on a signature card for your account of your form of legal organization or conduct of your activities (for example, your being a corporation or your being an individual who does business under a trade name).

7. Our relationship to you. Our relationship to you with respect to your account is that of a debtor to a creditor and not that of a person acting as a fiduciary for the benefit of another person.

8. Authority of authorized signers. Unless the current signature card for your account or another document (for example, a power of attorney) included in our records concerning your account specifically provides otherwise, any authorized signer, acting alone, may take any action with respect to your account that you could take, except that, unless the authorized signer is you or an individual authorized to act under a power of attorney that allows doing so, the authorized signer may not change the designation on the current signature card for your account of ownership of your account or a beneficiary of your account. For example, unless the current signature card for your account or the other document specifically provides otherwise, any authorized signer, acting alone, may:

a. Make or order any deposit into or withdrawal from your account (for example, a withdrawal in cash from your account at any of our banking offices);

b. Endorse any item for deposit into your account;

c. Order us not to pay any item payable from your account;

d. Give or cancel any instruction to us concerning your account (for example, an instruction not to allow any withdrawal from your account or an instruction limiting the authority of any other authorized signer to take any action with respect to your account);

e. Designate any additional authorized signer;

f. Terminate the authority of any authorized signer to take action with respect to your account;

g. Enter into on your behalf any agreement with us concerning your account (for example, an agreement concerning a particular service that we provide in connection with your account);

h. Change the address to which statements for your account are to be sent;

i. Obtain and release information concerning your account;

j. Transfer your account (for example, by pledging your account as collateral for any indebtedness); and

k. Close your account.

But we will not have to allow any particular authorized signer acting alone to take any particular action with respect to your account and may instead require that all authorized signers authorize the action.

In taking any action with respect to your account (for example, endorsing any item for deposit into your account), each authorized signer is the agent of each other authorized signer.

If you impose any limitation on the authority of any authorized signer with respect to your account (for example, a requirement that a check signed by that authorized signer not exceed a specified amount or also be signed by another authorized signer) that is not specifically provided in the current signature card for your account or another document (for example, a power of attorney) included in our records concerning your account, the limitation will be strictly between you and that authorized signer. The limitation will not be binding on us even if we are notified of or otherwise know or should know of it, and we will not be liable for failing to act in accordance with it.

If any limitation on the authority of any authorized signer to sign an item payable from your account is specifically provided in the current signature card for your account or another document (for example, a power of attorney) included in our records concerning your account, we will not be liable for paying any item that does not comply with the limitation if we exercise ordinary care to comply with the limitation. We will have exercised that ordinary care if we act in good faith, we have a reasonable system for complying with special limitations on the payment of items and we reasonably follow the system as a matter of routine.

We may conclusively rely on the authority of any authorized signer to take action with respect to your account until we receive and have a reasonable time to act on a notice changing or terminating the authority of that authorized signer to take action with respect to your account from a person we consider appropriate to give the notice (for example, you, if you are an individual, or the secretary or an assistant secretary of yours, if you are a corporation).

You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from any action taken or not taken with respect to your account by any authorized signer. We may charge the amount of the liability or expense against your account or collect it in any other way.

9. Power of attorney. In a document called a power of attorney, you can give an individual authority to take action with respect to your account. The power of attorney must be acceptable to us (for example, it must be in our form or a form prescribed by applicable law). You or the individual authorized to act under the

power of attorney must provide us with the original of the power of attorney. When the individual authorized to act under the power of attorney seeks to act under it, we may require him or her to give us a document (for example, an affidavit) as to facts concerning it (for example, that, if you are an individual, you are still alive and that it has not been revoked). We may conclusively rely on the power of attorney until, and any action taken by us in reliance on the power of attorney will be binding on you if we take the action before, we receive and have a reasonable time to act on a document signed by you revoking the power of attorney, a death certificate for you or, unless the power of attorney and applicable law provide that it survives your disability or incompetence, a court order declaring you disabled or incompetent.

Except to the extent required by applicable law, we may refuse to honor the power of attorney (for example, by refusing to allow the individual to whom authority is given by the power of attorney to change any designation on the current signature card for your account of ownership of your account or a beneficiary of your account). We may refuse to honor any instruction given to us by the individual if we believe that the instruction is not authorized by the power of attorney. We will not be liable for the refusal to honor the power of attorney or to honor the instruction.

Except to the extent that the power of attorney specifically limits the authority of the individual to whom authority is given by the power of attorney, the individual will have all authority to take action with respect to your account that you have (for example, authority to change any designation on the current signature card for your account of ownership of your account or a beneficiary of your account). We may conclusively rely on any instruction concerning your account given by the individual. We will not be liable for any action taken by the individual under the power of attorney (for example, writing a check on your account payable to himself or herself).

You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from any action taken or not taken with respect to your account by any individual acting under the power of attorney. We may charge the amount of the liability or expense against your account or collect it in any other way.

10. Allowing access to account and information. If you allow any other person to have any means of obtaining access to your account or information concerning your account, we may treat as authorized by you and allow any withdrawal from your account made by that person and any obtaining by that person of information concerning your account, regardless of whether we previously allowed or refused to allow any withdrawal from your account made by that person or any obtaining by that person of information concerning your account. For example, if you give any other person (for example, a merchant) our routing number and the account number of your account other than by giving that person a check written on your account (for example, by giving that person a copy of a check for your account marked "void"), we may treat as authorized by you and allow any withdrawal from your account made by that person (for example, by using a so-called demand draft that does not have your actual signature on it but purports to be authorized by you). Also, for example, if you give any other person a code (for example, a password) used to obtain access to your account by the use of equipment (for example, a computer, telephone or cellular phone or other wireless device), we may allow that person to use the code to obtain information concerning your account (for example, the balance available for withdrawal from your account) and to make any withdrawal from your account.

11. No liability. Except to the extent required by applicable law, we will not be liable for any loss you suffer as a result of your allowing any other person to take action with respect to your account (for example, making any deposit into or withdrawal from your account).

12. Prohibition of certain transactions. Your account may not be used for any prohibited or unenforceable transaction (for example, an illegal gambling transaction, a purchase of an illegal product or a transaction with an individual, organization or government on which the federal government has imposed economic or trade sanctions), but, if it is, you waive any claim that the transaction should not have been charged against your account, and you must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from the transaction. We may charge the amount of the liability or expense against your account or collect it in any other way. We may close your account if we suspect that it is being or may be used for any prohibited or unenforceable transaction.

13. Instructions. We may treat as given by any authorized signer any instruction concerning your account (for example, an instruction to make a deposit into or withdrawal from your account) that we believe to have been given by that authorized signer, whether the instruction is given orally, in writing, electronically or in any other way, and we will not have any obligation to verify that the instruction was actually given by that authorized signer.

If any authorized signer gives us an instruction concerning your account, whether the instruction is given orally, in writing, electronically or in any other way, and we believe that the instruction may be illegal or harmful to us (for example, by exposing us to any liability or loss), we may refuse to follow the instruction or, as a condition of following the instruction, require a document (for example, an indemnity bond) indemnifying us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from our following the instruction. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from our following the instruction. We may charge the amount of the liability or expense against your account or collect it in any other way.

14. Automatic processing of items. In accordance with applicable law and general banking standards, we have adopted automated processing that relies on encoded information rather than physical examination of items for the purpose of the collection and payment of items. We may use that automated processing for the purpose of crediting to your account any item deposited into your account for collection or charging your account for any item payable from your account and presented to us for payment regardless of information on the item inconsistent with information relating to the item encoded on the item in accordance with general banking standards. For example, we may conclusively rely on the amount of the item as encoded on the item even if that amount differs from the amount of the item or exceeds the maximum amount for which the item is valid as stated in a legend on the item. We will not be considered to have failed to exercise ordinary care and to act in good faith in collecting or paying the item solely because our procedures for the purpose of the collection and payment of items do not provide for physical examination of items or provide for a limited physical examination of items (for example, physical examination of only a sampling of items or only items of an amount that exceeds a threshold set by us). For example, we will not be considered to have failed to exercise ordinary care and to act in good faith in paying an item payable from your account solely because we did not compare any signature on the item to any signature on a signature card for your account.

15. Check forms. If you use with your account or allow the use with your account of any check that is not provided by us or an approved vendor of ours or does not meet our specifications for automatic processing and truncation of checks (for example, the check is computer-generated or produced in any other way that does not allow automatic processing or truncation of the check in accordance with general banking standards), you will do so at your own risk, and we will not be liable for any failure to process or delay in processing the check.

16. Physical examination of items. We may refuse to pay any item payable from your account and presented to us for payment if, when it is presented to us for payment, we perform a physical examination of the item and are unable to ascertain any information on the item necessary to determine its amount or whether it is properly payable from your account or we doubt its authenticity. We will not be liable for refusing to pay the item.

17. Making of deposits. Any deposit into your account may be made in person at any of our banking offices or in any other way we allow.

18. Limitation on deposits. We may refuse any deposit sought to be made into your account or impose any condition on the deposit (for example, limiting the amount of the deposit). We may return all or part of any deposit into your account.

A so-called demand draft that does not have an actual signature on it or an electronic debit to which a check is converted may be deposited into your account only if you first obtain our written consent to doing so. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from the deposit into your account of a so-called demand draft that does not have an actual signature on it or an electronic debit to which a check is converted. We may charge the amount of the liability or expense against your account or collect it in any other way.

19. When deposits are considered to be received. A deposit into your account made in person to a teller at one of our banking offices will be considered to be received by us:

a. On the day it is made if it is made on one of our business days before our cut-off time for that banking office;

b. On our first business day after the day it is made if it is made on one of our business days after our cut-off time for that banking office; or

c. On our first business day after the day it is made if it is made on a day that is not one of our business days.

A deposit into your account made in any other way (for example, at an automated teller machine, night depository or other mechanical or electronic device at which we receive deposits) will be considered to be received by us when we verify its existence and amount.

20. Verification of deposits. Any deposit into your account is subject to being verified by us, and our verification and record of the deposit will be conclusive and binding on you. For example, if cash or an item is deposited into your account at an automated teller machine, night depository or other mechanical or electronic device at which we receive deposits, the deposit will be subject to our verifying the existence and amount of the cash or item.

21. Crediting of deposited items. When an item is deposited into your account, we will credit the amount of the item to your account, but the credit will be temporary and will become final only when we are paid the funds represented by the item. But even after the credit becomes final, it may be reversed under certain circumstances.

22. Endorsement of items. If any item that is payable to you but is not endorsed by you or on your behalf is cashed or deposited into your account, we may endorse the item for you without any qualification. If any item that is payable to you and is endorsed with a restrictive legend (for example, "without recourse") is cashed or deposited into your account, we may endorse the item for you without any qualification. If any item cashed for you or deposited into your account is not

endorsed by any other person the endorsement of the item by whom or which is required (for example, another person to whom or which the item is payable or endorsed), we may require you to provide confirmation of the endorsement by the other person and not make the funds represented by the item available for withdrawal from your account until we receive the confirmation. If we do not receive the confirmation, we may charge the amount of the item against your account.

We may require that certain types of items (for example, a government check or insurance company draft) payable to more than one person be endorsed by each person to whom or which it is payable.

23. Endorsement standards. Each endorsement on any item deposited into your account, whether made by you or another person who or that endorsed the item before you, must be contained in the space on the back of the item reserved for non-bank endorsements. We will not be liable if any delay in returning the item unpaid until after the deadline set by applicable law for our doing so is caused by any endorsement or other marking outside that space that was made by an authorized signer or another person who or that endorsed the item before the authorized signer. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising because we are unable to return any item payable from your account unpaid within the time set by applicable law for our doing so if the delay is caused by any marking on the back of the item in the space reserved for a depository bank's endorsement that existed when you issued the item. We may charge the amount of the liability or expense against your account or collect it in any other way.

24. Collection and cashing of items. We will act as your agent in attempting to collect any item deposited into your account. In attempting to collect the item, we will be responsible only for exercising ordinary care, and we will not be liable for any action or inaction of any correspondent bank, whether negligent or not, or for the loss, theft or destruction of the item in transit. The item may be handled in accordance with applicable Federal Reserve regulations and operating circulars, clearing house association or funds transfer system rules and contractual arrangements with other financial institutions.

We will not be bound by any special instruction for collecting the item unless the instruction is in writing, is given to us with the item and is agreed to by us in writing.

If the item is a noncash item (for example, a bond or an item payable by a financial institution outside the United States or denominated in a foreign currency), we will take it for collection only, which means that we need not credit the funds represented by it to your account until we actually receive them.

We may attempt to collect the item if it is not paid. In doing so, we may hold the item beyond the deadline under applicable law for our taking action with respect to it and may allow any other bank to hold it beyond the other bank's deadline under applicable law for the other bank's taking action with respect to it. We may also convert the item into an electronic debit.

The crediting to your account of the funds represented by the item will be subject to final payment of the item and our receipt of the funds, even if the funds have been made available for withdrawal from your account and even if the item is drawn on us. If the item is not paid, we may charge your account for its amount even if another bank held it beyond the deadline under applicable law for that bank's taking action with respect to it. Even if the item is paid, we may charge your account for its amount if it is returned to us because a claim with respect to it (for example, a claim that it was forged, unauthorized or altered, was missing an endorsement, had an encoding error or should not have been paid for some other reason) has been made. We may charge the amount of the item against your account even if doing so creates an overdraft.

If the item is lost, stolen or destroyed in the process of collecting it, our liability to you as a result of its loss, theft or destruction, even if we are negligent, will be limited to reimbursing you for your reasonable out-of-pocket costs of stopping payment of the item and obtaining a replacement for the item. You must assist us in any way we ask in reconstructing and proving loss of the item.

We may charge the amount of any item that we cash for you against your account if we cannot collect the funds represented by it or if any claim with respect to it (for example, a claim that it was forged, unauthorized or altered, was missing an endorsement, had an encoding error or should not have been paid for some other reason) is made. We may charge the amount of the item against your account even if doing so creates an overdraft.

25. Foreign currency. If foreign currency or an item denominated in a foreign currency is deposited into your account, the amount credited to your account for the foreign currency or item will be based on an exchange rate determined by us in our sole discretion.

26. Cashing of items. If any item payable from your account is presented to us for payment in cash, we may impose as a condition of paying the item each requirement that we consider reasonable (for example, requiring the person who presents the item for payment to provide identification and, if the item is presented on behalf of another person, evidence of the authority of the person presenting it for payment to do so, requiring payment of any fee we impose for paying the item in cash or requiring that the item be presented for payment at a particular location). We will not be liable for refusing to pay the item in cash if each requirement that we impose as a condition of doing so is not met.

27. Return of direct deposits. If for any reason we are required to reimburse another person (for example, the federal government) for all or part of any deposit into your account made under a direct deposit plan (for example, a Social Security payment), we may, except to the extent prohibited by applicable law, charge the amount we are required to reimburse against your account or collect it in any other way.

28. Making of withdrawals. Any withdrawal from your account may be made in person at any of our banking offices or in any other way we allow (for example, if your account is a checking account, by the use of a check).

29. Receipt of items. For the purpose of determining whether to pay any item payable from your account or charging the amount of the item against your account, we may consider the item to be received by us when we receive electronic identifying information concerning the item even though we have not yet received the item. For example, if before presenting for payment a check written on your account and deposited with another financial institution for collection the other financial institution provides us with electronic identifying information concerning the check, we may pay the check and charge the amount of the check against your account even though we have not yet received the check.

30. Withdrawal of uncollected funds. Except to the extent required by applicable law, we will not have to allow funds deposited into your account but not yet collected by us to be withdrawn from your account.

31. Balance available for withdrawal. In looking at the balance available for withdrawal from your account to determine whether to pay any item payable from your account, we may look at the balance only once between the time we receive the item and the time deadline under applicable law for our deciding whether to pay the item, even though the balance may vary between those two times, or we may look at the balance more than once.

At any given time, the balance available for withdrawal from your account may or may not reflect a particular transaction involving your account. For example, it may reflect what is called an authorization hold on funds in your account placed at the request of a merchant (for example, a gasoline station, restaurant or hotel) in connection with the use of an electronic card to make a withdrawal from your account to pay for a purchase from the merchant. On the other hand, it may not reflect an item payable from your account that has not yet been presented to us for payment or an item deposited into your account that is not yet available for withdrawal from your account.

Because the balance available for withdrawal from your account may vary from time to time during a day, you may not rely on any statement as to the balance available for withdrawal from your account at any given time.

32. Prohibition of withdrawals. We may prohibit withdrawals from your account if we suspect that any illegal, fraudulent or unauthorized activity may be involved with your account, and we may prohibit the withdrawals until all claims against you or us to funds in your account, whether civil or criminal in nature, have been fully resolved to our satisfaction.

33. Refusal to allow withdrawals. There may be circumstances under which we may refuse to allow a withdrawal from your account. For example, in addition to other reasons described in this agreement for our refusing to allow the withdrawal, we may refuse to allow the withdrawal if:

- a. The withdrawal is sought to be made in a way not authorized for your account;
- b. The amount of the withdrawal would exceed the balance available for withdrawal from your account;
- c. The amount of the withdrawal would be less than any required minimum amount of a withdrawal from your account;
- d. Any limitation on the maximum number or amount of withdrawals from your account during a particular period of time has been, or as a result of the withdrawal would be, exceeded;
- e. Any limitation on the frequency of withdrawals from your account has been, or as a result of the withdrawal would be, exceeded; or
- f. The withdrawal is sought to be made by an item that is not signed by an authorized signer even though the item indicates that an authorized signer authorized the item (for example, a so-called demand draft).

34. Stale, postdated or restricted items. We may pay or refuse to pay any item payable from your account that is dated more than six months before the date it is presented to us for payment, is dated after the date it is presented to us for payment or has a restrictive legend (for example, "void if not paid within 30 days" or "not good for more than \$100") that would be violated by our paying the item. We will not be liable if we pay the item, even if we are aware of the date of the item or the restrictive legend. Thus, for example, a check that is dated after the date it is presented to us for payment may be paid and charged against your account before the date of the check.

35. Charging of withdrawals. We may charge your account for withdrawals from it in any order we choose, and we may change the order. In determining the order in which we charge your account for withdrawals from it, we may establish different categories of withdrawals (for example, putting withdrawals made by using a check into one category and withdrawals made by using an electronic card into another category) and, except to the extent that applicable law requires the

charging of withdrawals in a particular order, establish the order of charging of withdrawals between categories or within a category (for example, on a given day charging withdrawals made by using by an electronic card before charging withdrawals made by using a check and charging withdrawals made by using a check in the order of highest dollar amount to lowest dollar amount).

36. Signatures and verification. The signature of an authorized signer will be the only signature required on any item payable from your account or any other instruction concerning your account unless the current signature card for your account provides differently, in which case the item or other instruction must be signed as the current signature card provides. When an authorized signer seeks to make any withdrawal from your account, we may require proof satisfactory to us of his or her identity or compliance with any procedure designed for the purpose of verifying his or her identity. Also, we may require proof satisfactory to us that any signature on any item payable from your account or any other instruction concerning your account is authentic or require compliance with any procedure designed for the purpose of verifying that the signature is authentic.

We will not be liable for not detecting any forged or unauthorized signature on any item payable from your account or any other instruction concerning your account or any materially altered item payable from your account if the forged or unauthorized signature or the alteration is so clever (for example, it is made by the unauthorized use of a facsimile signature or the use of a computer) that it could not be detected by a reasonable person and you were negligent in some way in allowing the forged or unauthorized signature or alteration to occur.

We will not be liable for refusing to pay any item payable from your account and supposedly signed by an authorized signer or refusing to follow any instruction concerning your account and supposedly signed by an authorized signer if we believe that the signature is not genuine.

37. Facsimile signatures and endorsements. If in connection with your account, instead of an original handwritten signature or endorsement, a device (for example, a stamp or machine) is used to imprint a facsimile signature or endorsement of an authorized signer on an item, you will be responsible for maintaining the security of the device, and you will bear the risk of any unauthorized use of the device, whether or not you are negligent in maintaining the security of the device. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from the use of the device. We may charge the amount of the liability or expense against your account or collect it in any other way.

We may reject any item sought to be paid from your account or to be deposited into your account if the item is signed or endorsed with an actual or apparent facsimile signature of an authorized signer, and we will not be liable for rejecting the item.

We may pay an item payable from your account that is signed or endorsed with an actual or apparent facsimile signature of an authorized signer, regardless of by whom or by what means the item was created and the signature or endorsement was placed on the item and whether or not the creation of the item and the placement of the signature on the item was authorized, and we will not be liable for paying the item.

38. Automated clearing house transactions. Any automated clearing house entry credited to or charged against your account will be subject to the operating rules of the National Automated Clearing House Association. In crediting or charging the entry, we may conclusively rely on the representations and warranties made by the originator of the entry under those operating rules. The only notice we will give you of the entry will be in a statement for your account. You acknowledge that under those operating rules any automated clearing house entry will be processed

on the basis of its identifying number, even if the identifying number identifies a party different from the party involved in the transaction to which the entry relates.

39. Electronic check representation. We may charge your account for the amount of any check written on your account that is converted by the payee of the check into an electronic debit to your account transmitted to us through an automated clearing house. We may do so even if the check was previously presented to us for payment and returned unpaid because our paying the check would have created an overdraft.

40. Stopping payment of checks. Any authorized signer may order us not to pay or certify any check written on your account even if the check was signed by another authorized signer. We will not have to follow the order unless the order identifies precisely the account number of your account, the amount, date and number of the check and the name of everyone to whose order the check is payable and provides any other reasonable information concerning the check we request and, if the check is a certified check, all additional requirements of applicable law (for example, the order not being given until a specified time after the check is certified or our receipt of a document (for example, an affidavit) stating that the check has been lost, stolen or destroyed) are met. Also, we will not be liable for not following the order if the check is computer-generated or produced in any other way that does not produce an encoded check number on the check in accordance with general banking standards. We will not have to follow the order until we have had a reasonable time to record it against your account. If the order is given in writing, it will cease to be effective six months after the date it is recorded against your account unless it is renewed. The order may be given orally (for example, by telephone), but, if it is, we will not have to follow it for more than 14 days after the date it is recorded against your account unless we receive a written confirmation of it during the 14 days. However, even if we do not receive the confirmation during the 14 days, we may treat the order as effective until six months after the date it is recorded against your account. If we receive the confirmation during the 14 days, the order will cease to be effective six months after the date it is recorded against your account unless it is renewed. The order may be renewed for six months at a time. Any renewal of the order must be done in writing and must be received by us in a reasonable time for us to record it against your account before the order ceases to be effective. The renewal will take effect on the date it is recorded against your account and will cease to be effective six months after that date.

Any authorized signer may cancel any order not to pay or certify a check written on your account even if the order was given by another authorized signer. We will not have to follow the cancellation unless it is in writing and until we have had a reasonable time to record it against your account.

We will not be liable for paying or certifying any check written on your account that we are properly ordered not to pay or certify if we exercise ordinary care to avoid paying or certifying the check. Similarly, we will not be liable for failing to pay or certify any check written on your account for which an order not to pay or certify is properly canceled if we exercise ordinary care to pay or certify the check. We will have exercised that ordinary care if we act in good faith, we have a reasonable system for communicating orders of that type and cancellations of orders of that type to our employees who would be likely to receive the check and we reasonably follow the system as a matter of routine.

We will not be liable for paying or certifying any check written on your account that we are properly ordered not to pay or certify unless you can demonstrate that you would not have been legally obligated to pay the amount of the check if we had followed the order not to pay or certify the check.

You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from our following any order not to pay or certify any check written on your account. We may charge the

amount of the liability or expense against your account or collect it in any other way.

41. Overdrafts. You do not have the right to create an overdraft. We may either not pay any item that would create an overdraft or pay the item and allow the overdraft. Unless under an overdraft protection arrangement the amount of any overdraft is transferred to your account from another deposit account with us or a line of credit account with us, you must immediately deposit into your account enough funds to cover the overdraft even if you did not cause or benefit from the overdraft. We may use funds deposited into your account to cover the overdraft regardless of who caused or benefited from the overdraft or made the deposit. You must reimburse us for any liability or expense that is incurred by us in attempting to collect the amount of any overdraft. We may charge the amount of the liability or expense against your account or collect it in any other way.

42. Statements. There are limits on our liability to you for making any error with respect to your account (for example, our paying an item that had a forged, unauthorized or missing endorsement or was materially altered or our missing a deposit into your account) during the period covered by any statement for your account that we send you or otherwise make available to you. Unless the error involves an electronic transfer to or from your account, the limits are as follows:

- a. If the error is other than the payment of an item payable from your account that has a forged or unauthorized endorsement, we will not be liable for the error if you do not notify us of the error in time for us to receive the notice within 30 days after the date we send you the statement or otherwise make it available to you.
- b. If the error is the payment of an item payable from your account that has a forged or unauthorized endorsement, we will not be liable for the error if you do not notify us of the error in time for us to receive the notice within 90 days after the date we send you the statement or otherwise make it available to you.
- c. If you bring a legal proceeding against us because of the error, we will not be liable for the error if you do not begin the legal proceeding within one year after the date we send you the statement or otherwise make it available to you even if you notify us of the error within the applicable time specified in this section and even if you sue us in connection with any legal proceeding we bring against you.

43. Reliance on copies of items. If any item deposited into your account for collection is not paid but is unavailable to be returned to us (for example, because it is lost, stolen or destroyed in the process of being collected), we may conclusively rely on a paper, electronic or other copy of the item or any means of notifying us of the return of the item acceptable under general banking standards in charging the amount of the item against your account. Similarly, we may pay and charge against your account any item payable from your account if we receive a paper, electronic or other copy of the item that we determine is legitimate, whether or not we are legally required to accept the copy.

44. Copies of paid items. We may retain a copy of any item paid from your account rather than keeping the original of the item. If we are unable to provide you with a copy of the item or other proof of the item, we will not be liable for more than the face amount of the item or your actual damages resulting from our failure to provide you with the copy or other proof, whichever is less.

45. Fees. You must pay us each fee applicable to your account (for example, an overdraft fee or an inactivity fee). We may charge the amount of the fee against your account. We will not be liable if as a result of our charging the amount of the fee against your account, an overdraft is created or we do not allow any withdrawal from your account.

We may establish a new fee or change an existing fee applicable to your account. If we establish a new fee or increase an existing fee applicable to your account, we will send you a notice of the new fee or increase at least 30 days before the date the change takes effect. We will not have to notify you if we decrease or eliminate an existing fee applicable to your account.

46. Notices of withdrawal. Unless your account is a demand deposit account for the purpose of federal banking regulations, we may require that we receive a written notice of the date and amount of any intended withdrawal from your account at least seven days before the date the intended withdrawal is to be made. Any decision we make to require the notice will be made in a nondiscriminatory manner and in accordance with applicable law.

47. Lost, stolen or destroyed document evidencing account. If your account is evidenced by a document (for example, a passbook or certificate of deposit) and the document is lost, stolen or destroyed, you must immediately notify us of the loss, theft or destruction. Before we allow any withdrawal from your account or issue a new document to evidence your account after we receive the notice, we may require a document (for example, an affidavit) satisfactory to us concerning the loss, theft or destruction and a document (for example, an indemnity bond) indemnifying us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising because we allow the withdrawal or issue the new document.

48. Subaccounts. If your account is a checking account, we may treat your account as consisting of two subaccounts for the purpose of determining the reserves we must maintain to comply with federal banking regulations. The subaccounts will be a transaction subaccount and a non-transaction subaccount. Automatic transfers will be made between the subaccounts from time to time in our discretion, subject to restrictions imposed by federal banking regulations. Your account will be treated as a single account for all purposes other than determining those reserves (for example, determining the balance available for withdrawal from your account and providing statements for your account).

49. Passbook. If your account is an account for which we issue a passbook, the passbook will be your record of transactions involving your account. If there is a conflict between the passbook and our records concerning your account, those records will control. You must present the passbook to us when you make any withdrawal from your account. If your account is closed, you must surrender the passbook to us for cancellation.

50. Limitation on early withdrawal. If your account is a non automatically renewable certificate of deposit account, we will not have to allow funds deposited into your account to be withdrawn from your account before the maturity date of your account. If your account is an automatically renewable certificate of deposit account, we will not have to allow funds deposited into your account before the first maturity date of your account to be withdrawn from your account before that maturity date, to allow funds deposited into your account on or after any maturity date of your account or, except during any grace period for your account, to allow funds that are treated as on deposit in your account until a new maturity date to be withdrawn from your account before the new maturity date.

51. Automatic renewal. If your account is an automatically renewable certificate of deposit account, unless you and we agree otherwise:

a. Except as provided in this section, we will automatically renew your account at the beginning of the day on each maturity date of your account, which means that funds in your account at that time will be treated as on deposit in your account until a new maturity date. The term of your account beginning on the maturity date on which the automatic renewal takes place will be equal to the term of your account

ending on that maturity date unless, on or before that maturity date, we receive from you a request to us that it be a different term for which we are offering to open automatically renewable certificate of deposit accounts on that maturity date.

b. During the term of your account beginning on the maturity date on which the automatic renewal takes place, interest on your account will be computed using a rate and method no less favorable to you than the rate and method least favorable to a depositor to be used in computing interest on any other automatically renewable certificate of deposit account with us of the same type opened on that maturity date with a deposit equal to the amount of funds in your account at the beginning of the day on that maturity date and having the new maturity date as its first maturity date.

c. We will not automatically renew your account at the beginning of the day on any maturity date of your account if, on or before that maturity date, we receive a notice not to automatically renew your account from an authorized signer.

d. If we do not automatically renew your account at the beginning of the day on any maturity date of your account, that maturity date will be the final maturity date of your account. On and after the final maturity date of your account, funds in your account will not be treated as on deposit with us until a new maturity date.

52. Delay in withdrawal. If your account is a certificate of deposit account and any maturity date of your account is a Saturday, Sunday or federal holiday, funds then in your account may not be able to be withdrawn from your account until our next business day.

53. Closing account. Unless your account is a certificate of deposit account, you or we may close your account at any time. If your account is a non automatically renewable certificate of deposit account, you or we may close your account on or after the maturity date of your account. If your account is an automatically renewable certificate of deposit account, you or we may close your account on or after the final maturity date of your account, and you may close your account during any grace period for your account. You may not close your account merely by withdrawing all funds in it. You must notify us that you are closing your account. If we close your account, we will send you a notice of the closing and a check for the amount of all funds remaining in your account after we charge it for all applicable fees and other charges. We will not be liable if, after you or we close your account, we do not allow any deposit into or withdrawal from your account. The closing of your account by you or us will not affect any of your obligations under this agreement. For example, if any overdraft is created after your account is closed because we pay a check written on your account, you will be liable for the amount of the overdraft.

54. If account is open in names of two or more individuals. If your account is open in the names of two or more individuals:

a. Unless applicable law or the current signature card for your account specifically provides otherwise, those individuals will own your account as what are called joint tenants with the right of survivorship.

b. After the death of any of those individuals, we will not have to allow any withdrawal from your account until we receive all documents that we believe applicable law requires us to have before the withdrawal is made.

c. Unless applicable law or the current signature card for your account specifically provides otherwise, each of those individuals, acting alone, may take any action with respect to your account that he or she could take if your account were open in his or her name alone (for example, changing the designation on the current signature card for your account of ownership of your account or a beneficiary of

your account). But we will not have to allow any of those individuals acting alone to take any particular action concerning your account and may instead require that all of them authorize the action.

d. All those individuals will be, individually and together, liable under this agreement and with respect to your account. We may sue any of those individuals under this agreement or with respect to your account whether or not we sue any other person. For example, each of those individuals will be liable for paying us the amount of any overdraft, and we may sue him or her to collect the overdraft, even if he or she did not create the overdraft or benefit from the overdraft.

e. If we close your account, we may send or deliver to any of those individuals, on behalf of all of them, a check payable to any of them for the amount of all funds remaining in your account after we charge it for all applicable fees and other charges.

f. We may send any of those individuals or otherwise make available to any of them any statement for your account or any notice or other communication or document concerning this agreement or your account, and it will be effective for all of them.

g. For the purpose of our complying with any legal process concerning your account, exercising any right of setoff against your account or enforcing any security interest in, or assignment of, funds in your account, all of those individuals will be considered to have an undivided interest in all funds in your account. For example, if we receive any legal process directing us to pay funds belonging to any of those individuals, we may use all funds in your account to satisfy the legal process even if the funds were not deposited by that individual.

55. Notice of possible illegal, fraudulent or unauthorized use or loss or theft. You must immediately notify us of any possible illegal, fraudulent or unauthorized use of your account or any loss or theft of any material (for example, a blank check or electronic card) that can be used in making a withdrawal from your account.

56. Equipment, services and software. You are responsible for the selection, installation, maintenance, operation and use of any equipment (for example, a computer, telephone or cellular phone or other wireless device), service (for example, a telecommunication or internet access service) or software (for example, an application used with a cellular phone or other wireless device) you use in communicating with us concerning your account (for example, ordering any deposit into or withdrawal from your account), whether directly or through any person providing any service to us, other than any equipment, service or software provided by us for your use. You assume all risks of loss resulting from the selection, installation, maintenance, operation or use of the equipment, service or software (for example, a failure of a telecommunication or internet access service to provide, or a delay by a telecommunication or internet access service in providing, a service). **EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES (FOR EXAMPLE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT OR STRICT LIABILITY OR OTHERWISE, THAT RESULT FROM ANY ERROR IN SELECTING, INSTALLING, MAINTAINING, OPERATING OR USING, UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF, COMPROMISE OF DATA SENT USING OR VIRUS OR SIMILAR PROBLEM RESULTING FROM THE EQUIPMENT, SERVICE OR SOFTWARE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES.**

You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim that your operation or use of the equipment, service or software infringes any copyright, patent, trademark, trade secret or other property right of any person. We may charge your account for the amount of the liability or expense or collect it in any other way.

57. DISCLAIMER OF WARRANTIES. ANY SERVICE WE PROVIDE TO YOU IN CONNECTION WITH YOUR ACCOUNT WILL BE PROVIDED "AS IS," "AS AVAILABLE" AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE PRECEDING SENTENCE, WE WILL NOT MAKE, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND WE DISCLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OF ANY KIND (FOR EXAMPLE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING THE SERVICE.

58. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN PROVIDING ANY SERVICE IN CONNECTION WITH OR OTHERWISE DEALING WITH YOUR ACCOUNT (FOR EXAMPLE, HANDLING ANY DEPOSIT INTO OR WITHDRAWAL FROM YOUR ACCOUNT) WE WILL NOT BE LIABLE FOR:

a. ANY DAMAGES NOT RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;

b. ANY DAMAGES (FOR EXAMPLE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES) IN ADDITION TO ACTUAL DAMAGES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER TORT OR STRICT LIABILITY OR OTHERWISE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES;

c. ANY DAMAGES IN EXCESS OF ANY COMPENSATION PROVIDED BY APPLICABLE LAW OR ANY RULE OF ANY BANKING OR PAYMENT SYSTEM;

d. ANY CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL (FOR EXAMPLE, A FLOOD OR OTHER NATURAL CATASTROPHE, WEATHER CONDITION, FIRE, RIOT OR OTHER CIVIL DISOBEDIENCE, ACT OF WAR OR TERRORISM, NATIONAL EMERGENCY, EMBARGO, STRIKE OR OTHER LABOR DISPUTE, DEFECT IN OR UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF ANY EQUIPMENT, SERVICE OR SOFTWARE (FOR EXAMPLE, A TELECOMMUNICATION, INTERNET ACCESS, ELECTRONIC OR OTHER MAIL, COURIER OR OTHER TRANSMISSION OR COMMUNICATION SERVICE), SUSPENSION OF PAYMENTS BY ANY OTHER FINANCIAL INSTITUTION OR OPERATOR OF AN AUTOMATED CLEARING HOUSE OR ACTION OR INACTION OF ANY GOVERNMENTAL BODY, BANKING OR PAYMENT SYSTEM, CORRESPONDENT BANK OR SERVICE PROVIDER);

e. ANY FAILURE TO TAKE OR DELAY IN TAKING ANY ACTION IF WE BELIEVE THAT TAKING THE ACTION WOULD VIOLATE, OR THAT FAILING TO TAKE OR DELAY IN TAKING THE ACTION WOULD BE EXCUSED BY, APPLICABLE LAW, ANY RULE OF ANY BANKING OR PAYMENT SYSTEM OR ANY GOVERNMENTAL GUIDELINE OR PROGRAM; OR

f. ANY AMOUNT IN EXCESS OF THE AMOUNT OF ANY TRANSACTION THAT WE FAIL TO COMPLETE IN PROVIDING THE SERVICE OR OTHERWISE DEALING WITH YOUR ACCOUNT.

59. Providing account information. We may provide information concerning you, your account or any transaction involving your account when required or allowed by applicable law. For example, we may report to an appropriate governmental authority interest earned on your account, a deposit of a large amount of cash into your account or a transaction involving your account that we believe to be suspicious.

60. Legal process. If we receive any legal process (for example, a tax or other levy, execution, attachment, garnishment, injunction, restraining, forfeiture, seizure or other court or administrative order, subpoena, search warrant or governmental request for information) concerning your account that we believe is valid, regardless of at which of our locations receive it and how it is served on us (for example, in person, by mail or electronically), we may accept and act on it (for example, by paying funds in your account in satisfaction of it or providing information about you, your account or any transaction involving your account). We will not be liable if, as a result of satisfying the legal process or paying any service fee we impose for the legal process being served on us, we do not allow any withdrawal from your account. If the legal process seeks funds in your account, we may prohibit the withdrawal of the funds from your account until we determine who is entitled to the funds. If we cannot determine who is entitled to the funds, we may deposit the funds with a court and ask it to decide who is entitled to the funds. You must reimburse us for any liability or expense that is incurred by us in responding to the legal process. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim relating to how we handle the legal process. We may charge the amount of the liability or expense for which you must reimburse us or against which you must indemnify us against your account or collect it in any other way.

61. Legal proceedings and disputes. If your account becomes involved in any legal proceeding or we believe that there is a dispute concerning your account (for example, if we learn of an actual or potential claim to funds in your account by a person other than you or we receive conflicting instructions concerning your account from authorized signers), whether the dispute involves a person in whose name your account is open, any authorized signer, us or any other person, we may:

- a. Prohibit withdrawals from your account until we are satisfied that the legal proceeding or dispute has been resolved or we receive a court order telling us what to do;
- b. Allow withdrawals from your account in accordance with the current signature card for your account;
- c. Allow withdrawals from your account not in accordance with the current signature card for your account if we are satisfied that doing so is justified by evidence presented to us;
- d. Close your account and issue a check payable to whomever we consider appropriate for the amount of all funds remaining in your account after we charge it for all applicable fees and other charges; or
- e. Deposit the funds in your account with a court and ask it to decide who is entitled to the funds.

You must cooperate with us in responding to the legal proceeding or dispute (for example, cooperating with us to minimize a loss, to prove a claim against a third party or to defend against a claim by a third party). You must reimburse us for any liability or expense that is incurred by us in responding to the legal proceeding or dispute. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim relating to how we handle the legal proceeding or dispute. We may charge the amount of the liability

or expense for which you must reimburse us or against which you must indemnify us against your account or collect it in any other way.

62. Reimbursement and indemnification. Without limiting any other obligation you have under this agreement to reimburse us, you must reimburse us for any liability or expense that is incurred by us as a result of our hiring an attorney to defend or enforce any of our rights with respect to your account or to perform any other legal service in connection with your account. Without limiting any other obligation you have under this agreement to indemnify us, you must, except to the extent that this agreement imposes liability on us or to the extent prohibited by applicable law, indemnify us and each officer, employee and other agent of ours against any liability or expense that is incurred by, imposed on or asserted against us or him, her or it as a result of any claim arising in connection with your account. We may charge the amount of the liability or expense for which you must reimburse us or against which you must indemnify us against your account or collect it in any other way.

63. Correction of errors. We may charge your account to repay any erroneous deposit into your account (for example, a direct deposit of Social Security or other governmental benefits erroneously made into your account), regardless of the source of or reason for the erroneous deposit, or to correct any error in crediting or charging your account in connection with any deposit into or withdrawal from your account (for example, an error in totaling amounts shown on a deposit slip or an error in charging your account for the amount of an item).

64. Right of setoff. We have what is called a right of setoff. Under the right of setoff, if any indebtedness from you to us existing now or coming into existence in the future is not paid by the date it becomes due, we may, except to the extent that doing so would result in a tax penalty or be prohibited by applicable law, take all funds in your account to pay in any order we choose that indebtedness and all other indebtedness from you to us existing at the time we take the funds to do so, whether or not the other indebtedness is then due and even if it is contingent (for example, indebtedness as a guarantor). We may do so even if:

- a. The funds that we take were deposited into your account by another person or are interest earned on your account resulting from funds deposited into your account by another person;
- b. Your account is not open in the name of another person who or that, in addition to you, is obligated to pay us any indebtedness that we take the funds to pay; or
- c. Your account is open in the name of another person who or that is not obligated to pay us any indebtedness that we take the funds to pay.

We will not be liable if, as a result of taking the funds, we do not allow any withdrawal from your account. Except to the extent prohibited by applicable law, our claim to the funds under this section will be superior to any other claim to the funds (for example, a claim to the funds through any legal process). If under applicable law any of the funds are exempt from our exercise of the right of setoff (for example, because they are Social Security or other government benefits deposited into your account), to the extent allowed by applicable law, you irrevocably waive the exemption and consent to our exercise of the right of setoff. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from our exercise of the right of setoff. We may charge the amount of the liability or expense against your account or collect it in any other way.

65. Security interest. To secure the payment of all indebtedness from you or any other person in the name of whom or which your account is open to us or any affiliate of ours existing now or coming into existence in the future, you give us

what is called a security interest in, and assign to us, your account and all funds in your account except to the extent that doing so would result in a tax penalty or be prohibited by applicable law. We may enforce the security interest and assignment with respect to funds in your account even if:

- a. The funds were deposited into your account by another person or are interest earned on your account resulting from funds deposited into your account by another person;
- b. Your account is not open in the name of another person who or that, in addition to you, is obligated to pay us any of the indebtedness; or
- c. Your account is open in the name of another person who or that is not obligated to pay us any of the indebtedness;

We will not be liable if, as a result of enforcing the security interest and assignment, we do not allow any withdrawal from your account. Except to the extent prohibited by applicable law, our claim to the funds under this section will be superior to any other claim to the funds (for example, a claim to the funds through any legal process). If under applicable law any of the funds are exempt from our enforcement of the security interest and assignment (for example, because they are Social Security or other government benefits deposited into your account), to the extent allowed by applicable law, you irrevocably waive the exemption and consent to our enforcement of the security interest and assignment. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from our enforcing the security interest and assignment. We may charge the amount of the liability or expense against your account or collect it in any other way.

66. Statements, notices and changes of address. Any statement for your account that is sent to you by us or on our behalf or any notice or other communication or document concerning this agreement or your account that is sent to you by us or on our behalf may be sent in any way not prohibited by applicable law (for example, electronic mail or facsimile). If sent by mail, the statement, notice or other communication or document will be sent to your current mailing address shown in our records concerning your account and may be sent by regular mail. If sent by electronic mail, it will be sent to your current electronic mail address shown in those records. If sent by facsimile, it will be sent to your current telephone number for receipt of facsimiles shown in those records. If your mailing address, electronic mail address or telephone number for receipt of facsimiles changes, you must promptly notify us of the new address or telephone number. Except as provided otherwise in this agreement or by applicable law:

- a. Any notice or other communication or document concerning this agreement or your account that is sent to you by us or on our behalf will take effect when we send it; and
- b. Any notice or other communication or document concerning this agreement or your account that is sent to us by you or on your behalf must be in writing and sent by mail or courier and will not take effect until we receive it and have a reasonable time to act on it.

If statements for your account are sent by us or on our behalf, they need be sent to only one address. Any statement for your account that is sent to the address shown in our records concerning your account as the address to which statements for your account are to be sent will be considered to have been received by you five days after the date it is sent. If any statement for your account that is sent to that address is returned as undeliverable, we need keep it for only 90 days. If statements for your account that are sent to that address are returned as undeliverable for six

consecutive statement periods for your account, we may stop sending statements for your account.

67. Updating. You must promptly notify us of any change in any of the following things:

- a. Any information you provided to us when your account was opened (for example, your legal name, any trade name you use or any identification number for you);
- b. Any documentation you provided to us when your account was opened (for example, if you are not an individual, your organizational documents);
- c. If you are not an individual, any change in your form of legal organization; and
- d. The authority of any authorized signer to take action with respect to your account.

Whether or not we obtained any particular identifying information or documentation when you opened your account, you must promptly provide it to us if we ask you for it. We may ask you for it, for example, in order to update our records concerning your account. If you do not provide the information or documentation, we may prohibit withdrawals from your account or close your account.

68. Abandoned property. Your account may be subject to a statute of a state or other jurisdiction that treats funds in your account as abandoned property subject to being turned over to that state or other jurisdiction if your account is inactive (for example, no deposit into or withdrawal from your account is made and you do not communicate with us about your account) for a period of time specified by the statute. We will not be liable to you if we turn the funds in your account over to that state or other jurisdiction in accordance with the statute or charge your account for expenses allowed by the statute in connection with our turning the funds over to that state or other jurisdiction.

69. Monitoring and recording of communications. In the regular course of our business, we or any person acting on our behalf may monitor and record, and you irrevocably consent to the monitoring and recording by us or any person acting on our behalf of, any communication (for example, a telephone call) between any of our employees and other agents and any authorized signer or any other person acting on your behalf.

70. Credit information. We may investigate your credit record and obtain any credit report that we consider to be necessary or appropriate in connection with any aspect of our dealings with your account (for example, considering whether to close your account, investigating any dispute concerning your account or taking any action to collect any amount payable by you to us in connection with your account). We may furnish, and you irrevocably consent to our furnishing, information concerning your account or any aspect of our dealings with your account (for example, if we close your account, why we closed it) to other financial institutions and credit reporting agencies.

71. Transfer of claims. If we credit your account or reimburse you in any other way for any amount withdrawn from your account that you claim should not have been charged against your account (for example, because of a dispute (for example, a dispute with a merchant concerning a purchase), because we paid a check written on your account for which a valid order not to pay it was in effect or because of any possible illegal, fraudulent or unauthorized use of your account), you transfer to us each claim (other than a tort claim) that you have against any person involved in any transaction that resulted in the withdrawal, you must not

pursue the claim without first obtaining our permission in writing, and you must assist us in any way we ask in our pursuing the claim.

72. Reasonable time to act. A reasonable time for us to act on any information, notice, order or other communication or document concerning this agreement or your account that is received by us will not end until at least the close of business on our second business day after our business day we receive the information, notice, order or other communication or document.

73. Changes. No change in this agreement can be made except as provided in this section. We may change this agreement. We will send you a notice of the change at least 30 days before the date the change takes effect. If the notice is returned to us as undeliverable, the change will still take effect.

74. Multiple rights. Any right we have under this agreement is in addition to, and not in place of, any other right we have under this agreement, any other agreement or applicable law. For example, any right of setoff we have under this agreement is in addition to, and not in place of, any right we have to enforce any security interest in, or assignment of, funds in your account given to us in this agreement or any other agreement.

75. No notice or loss of rights. We may exercise, waive, fail to exercise or delay exercising any of our rights under this agreement, with respect to your account or against you, any other person or any property without notifying you. By on any occasion exercising, waiving, failing to exercise or delaying the exercise of any of those rights, we will not lose that right on any other occasion or lose any other of those rights. For example, if on any occasion we allow an overdraft to occur, we will not lose the right not to do so on another occasion.

76. Waiver of rights by us. None of our rights under this agreement, with respect to your account or against you, any other person or any property can be waived by us except in a writing signed by us.

77. Waiver of rights by you. You irrevocably waive any right to require that we demand payment of any item credited to or charged against your account, notify you if the item is not paid or obtain a certificate stating that the item was not paid. For example, if a check deposited into your account is not paid, we will not have to notify you that it was not paid or obtain a certificate stating that it was not paid.

78. Transfer by you. You may not transfer your account or any of your rights and obligations under this agreement or with respect to your account to any other person except as provided in this section. Any transfer by you of your account or any of those rights and obligations except as provided in this section will be void.

You may transfer your account to another person (for example, by pledging it as collateral for any indebtedness) only if you first obtain our written consent to doing so. If we consent to any transfer of your account by you, the consent will not be effective until we have recorded it in our records concerning your account. If you pledge your account to another person, no withdrawal from your account may be made, whether before or after your death, unless we are satisfied that the pledge is no longer in effect.

79. Transfer by us. We may transfer your account and any of our rights and obligations under this agreement or with respect to your account to any other person.

80. Permitted actions. We will not be obligated to take or liable for not taking any action in connection with your account that this agreement or applicable law allows but does not require us to take. Except to the extent limited by this agreement or applicable law, we may at any time, in our sole discretion, for any

reason and without notifying you or obtaining your consent, take any action in connection with your account that this agreement or applicable law allows us to take. For example, except to the extent limited by this agreement or applicable law, we may at any time, in our sole discretion, for any reason and without notifying you or obtaining your consent, close your account, refuse to allow any deposit into or withdrawal from your account or change this agreement.

81. Conflicts. If any part of this agreement conflicts with applicable law, that law will control, and this agreement will be considered changed to the extent necessary to comply with that law.

82. Continued effectiveness. If any part of this agreement is determined to be invalid, the rest of this agreement will remain in effect.

83. What law applies. Regardless of whether your account has been or is opened in person at any of our banking offices or in any other way (for example, by telephone or using the internet), where you live, if you are an individual, where you are organized, if you are not an individual, or where your chief executive office is located, if you are not an individual or are an individual who operates a business, any legal question concerning this agreement or your account will be decided in accordance with, in addition to general commercial banking practice, federal law (for example, any regulation of the Bureau of Consumer Financial Protection, the Board of Governors of the Federal Reserve System or the Federal Deposit Insurance Corporation), the law of New York State (for example, the Uniform Commercial Code or any statute or regulation of New York State that imposes special rules with respect to a particular type of deposit account) without regard to the law of any other state or other jurisdiction and all rules that federal law or the law of New York State makes applicable to your account (for example, any rule under a Federal Reserve Bank operating letter, any clearing house rule or any automated clearing house rule). Our jurisdiction for purposes of Article 9 of the Uniform Commercial Code of any jurisdiction is New York State.

84. Legal proceedings. Any legal proceeding by you against us in connection with this agreement or your account must be brought in a federal or state court in New York State. Any legal proceeding by us against you in connection with this agreement or your account may be brought in a federal or state court in New York State. To the extent allowed by applicable law:

- a. You submit to the jurisdiction of the court in which the legal proceeding is brought;
- b. You waive any claim that the legal proceeding has been brought in an inconvenient court;
- c. Documents in the legal proceeding may be served on you by sending or delivering them to you at your current mailing address shown in our records concerning your account; and
- d. A final judgment in the legal proceeding will be conclusive and may be enforced in any other state or other jurisdiction.

85. WAIVER OF TRIAL BY JURY. YOU IRREVOCABLY WAIVE ANY RIGHT YOU HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BY US AGAINST YOU OR BY YOU AGAINST US INVOLVING THIS AGREEMENT OR YOUR ACCOUNT.