



YOUR DEPOSIT ACCOUNT

Terms and Conditions
Electronic Transfers
Funds Availability
Truth in Savings



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ACCESSIBILITY - We strive to provide banking services in a prompt, accurate and courteous manner, and this includes maintaining access to services, and a consistent and positive experience, for those with disabilities. Our representatives are available to assist individuals with impairments. Please call Valley Customer Care at 800-522-4100 and select option 2, then option 2 again to reach a dedicated group of specialists to assist you with your needs. If a representative is not available, messages will be returned the next business day.

TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as this "Agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of fees, qualifying balances, and fees if they are not included in this Agreement. If you have any questions, please ask us.

This Agreement is subject to applicable federal laws, the laws of the State of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). If you opened your account at a Valley branch, then the account is located in the State where such branch is located. If your account was opened online or through other remote means, your account is deemed to be located in New Jersey and will be governed by New Jersey law. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this Agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events in accordance with law;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this Agreement the words "Valley", "we," "our," and "us" mean Valley National Bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this Agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an

organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The section headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

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

In New Jersey, as used in this Agreement, "party" means a person who has a present right, subject to request, to payment from the account. A P.O.D. payee or beneficiary of a revocable trust account is a party only after the account becomes payable to them by reason of their surviving the original payee or trustee. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee (of a trust created by a separate agreement) of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless they have a present right of withdrawal.

In Alabama and Florida, as used in this Agreement, "party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

ARBITRATION – This Agreement contains an Arbitration Provision which offers an alternative to court litigation in the event of a legal dispute between you and us. You can opt out of the Arbitration Provision by following the instructions and notifying us within the specified time period. The Arbitration Provision only applies to personal accounts, not business accounts.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement and the applicable Schedule of Fees. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our attorneys' fees, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an

interest in your account. This also includes any action that you or a third party takes regarding the account that causes us to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - Once an account is established, we generally accept an unlimited number of deposits, except, however, that no additional deposits will be accepted during the term of Certificate of Deposit accounts. Additional deposits may be made to Certificate of Deposit accounts on the account maturity date and within the 10-day grace period thereafter, at which time they become part of the principal for the new term.

Deposits may require a deposit slip in the form prescribed by us. Deposits may not be available for immediate withdrawal. Deposits may be made in person, by mail, by use of most of our Automated Teller Machines (ATMs), by night depository, through remote deposit, mobile deposit, direct deposit, wire transfer or by pre-authorized credits (such as Social Security benefits or payroll payments). If you wish to make deposits by mail, we do not advise sending cash. In the event we receive cash deposits, you agree that our determination of the amount of the deposit will be conclusive. All deposits to your accounts, regardless of how made, are subject to verification. We are responsible for mailed deposits only after we have received them at our deposit processing center.

We are not liable for any deposits, including cash lost in the mail. If you use mail to make a deposit, you will need to allow extra time for the deposit to reach us.

When you make a check deposit to your account, we will give you credit for that deposit, but that credit is provisional (temporary). If the check needs to be collected from another bank, we must be paid for that check by that bank before the credit to your account becomes final. However, even after a credit is considered final, it may still be reversed.

Deposits of \$.01 or more will generally be accepted. Certain cash deposits will be subject to any reporting requirements applicable under federal law.

If we receive any item payable to you with an indorsement missing, we may, at our option, still deposit that item into your account. We may also supply any missing indorsement(s) for any item we accept for deposit, collection, or encashment. Indorsements must appear on the back of the check within the first one and a half inches from the left side when looking at it from the front. In any event, and regardless of whether we supply any missing indorsement(s), you warrant to us that all indorsements on any such items taken for deposit, collection or encashment, are genuine and were made with proper authority of the indorsing party.

It is not our policy to accept double-indorsed checks for deposit, but we may accept them in our sole discretion subject to satisfactory verification of prior indorsements. We reserve the right to refuse to accept double-indorsed items on which we are unable to verify prior indorsements, or those on which the payee is other than an individual. All check deposits must be payable to you.

Items accepted for deposit on a collection basis (e.g., passbooks from other banks, bonds, foreign checks, etc.) may, in our sole discretion receive provisional (temporary) credit, but will only be finally credited to your account on the day the funds are actually received by us, or when we receive

final, non-reversible payment for the item.

We have a right, for our own reasons, to:

- (1) Refuse to open an account or accept a deposit;
- (2) Return all or a portion of a deposit; or
- (3) Close an account at any time.

If we close your account, interest accrual will stop as of the day we send you a check or you withdraw all funds from the account.

If we credit your account for an item (a check or other instrument) and the item is not collected by us, we will deduct the amount of the item from your account. Any interest earned on the amount may be forfeited. If there is not enough funds in the account to cover the item, you agree to repay us the amount.

Valley as Collecting Agent (Collection of Checks) – In receiving items for deposit, collection or payment, we act only as your collecting agent and, as such, items are accepted under the following conditions:

- (1) All items are credited subject to actual, final and non-reversible payment.
- (2) We are not responsible for the negligence, default or failure of third parties, nor for losses in the mail that might arise as a result of attempting to collect these items.
- (3) When we make the proceeds of these items you deposit into your account available for your use, this does not indicate that we have determined the final payment status of these items nor does it release you from your responsibility for these items if they are returned to us, for any reason, after the funds were made available for your use.
- (4) We have the right to charge back to your account any time for which actual and final payment is not received. This may include items returned by electronic or other means at any time.
- (5) We have the right to charge back to your account any items which are returned, at any time, due to forged, improper or missing indorsements or any other breach of transfer warranty under applicable provisions of the Uniform Commercial Code, as adopted in the applicable jurisdiction from time to time (as applicable, the "Commercial Code").
- (6) We may, at our sole discretion, send items directly for collection to the banks on which they are drawn, without waiving any of the above conditions.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Further, because we process checks on an automated basis, your written notice will not be effective and we will not be

liable for failing to honor such written notice unless it precisely identifies the number, date, amount and payee of the item.

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

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

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

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

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

In New Jersey, Notice of withdrawal - We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided Truth in Savings Disclosure for early withdrawal penalties.

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

policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided Truth in Savings Disclosure for early withdrawal penalties.

UNDERSTANDING AND AVOIDING OVERDRAFT FEES -

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

An overdrawn account will typically result in you being charged an overdraft fee pursuant to the applicable Schedule of Fees. Generally, an overdraft occurs when there is not enough funds in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. If we reject and return an item, no fees will be charged to your account.

If you qualify for our Overdraft Protection (ODP) coverage and we cover a transaction for which there is not enough funds in your account to pay, we will consider that an overdraft and you will be charged an overdraft fee as provided in the applicable Schedule of Fees. We treat all other transactions for which there is not enough funds in your account as an NSF transaction.

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

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

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

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the

past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as “everyday”) debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, “Your Ability to Withdraw Funds”) for information on when different types of deposits will be made available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of such item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of funds when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made,

the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you may be charged an overdraft fee according to the applicable Schedule of Fees.

Payment order of items The order in which items are paid is important if there is not enough funds in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Note that items may not be processed in the order they are received. Our policy is to process all credits first before debits. Debits are then processed in the following order: First will be Debit Card transactions (Point of Sale purchases and ATM withdrawals). Second will be Zelle payments (if applicable). Third will be checks that are cashed against your account. Fourth will be outgoing wires. Fifth will be internal transfers. Sixth will be ACH debits. Seventh will be checks presented for payment. Eighth will be all remaining debit transactions.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, and we pay the check, item or transaction, you will be charged an Overdraft Fee according to the applicable Schedule of Fees, which may result in one or more Overdraft Fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as “everyday”) debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring overdraft fees.

In New Jersey, ALL PERSONAL ACCOUNTS These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Accounts an account in the name of one person. **Multiple-Party Accounts (joint accounts, trust accounts, and pay-on-death accounts)** A multiple-party account is one with more than one party, or a trust or pay-on-death (P.O.D.) account. Any party to this Agreement may withdraw all or any portion of the account balance unless otherwise indicated on the account records. Such accounts are subject to the Multiple Party Deposit Account Act, New Jersey Statutes Annotated (NJSA) § 17:16I-1 et seq. (P.L. 1979 c. 491), and we will not be liable because of any payments made pursuant to the Act. We may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request to a trustee in bankruptcy, receiver in any state or

Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The financial institution is not required to determine net contributions. Each party is responsible to manage each respective party's net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will.

Joint Account - With Survivorship (And Not As Tenants In Common) - is owned by two or more parties. Upon the death of a party: (a) where there is only one surviving party, the entire account will belong to the surviving party; (b) where there are two or more surviving parties, each party will continue to own their proportionate share as joint tenants with survivorship and not as tenants in common. The portion of the account owned by the deceased party will be shared equally by the remaining surviving party.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more parties, but none of you intend (merely by opening this account) to create any right of survivorship in any other party. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries or P.O.D. payees cannot withdraw unless: (1) all parties creating the account die, (2) the beneficiary/P.O.D. payee is then living, and (3) we are not otherwise required by New Jersey law to make payment to a parent, custodian, or guardian. If two or more beneficiaries/P.O.D. payees are named and survive the death of all parties creating the account, such beneficiaries/P.O.D. payees will own this account in equal shares, without right of survivorship. The party(ies) creating either of these account types reserves the right to: (1) change beneficiaries/P.O.D. payees, (2) change account types, and (3) withdraw all or part of the account funds at any time prior to their death.

In Alabama, Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship

continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Florida, Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

Multiple-Party Account - Tenancy by the Entireties - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to the surviving party or parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In New York, Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - This is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks or other orders) from any owner during the lifetime of all owners. We may be required to release funds in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks or other orders) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks or other orders) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Convenience Account - governed by New York Banking Law § 678. See separate disclosure.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time prior to their death.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity and had reasonable opportunity to act on such notice.

In New Jersey and Alabama, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for one year. Your order will lapse after that time if you do not renew the order in writing before the end of the one year period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to

stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Florida, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In New York, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective the order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item.

Generally, if your stop-payment order is given to us in writing it is effective for one year. Your order will lapse after that time if you do not renew the order in writing before the end of the one year period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

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

AMENDMENTS AND TERMINATION - We reserve the right to amend this Agreement at any time. The terms "amend" or "amendment" include a change or supplementation to, or deletion of, existing provisions and/or the addition of new provisions whether or not the amendment or the subject of the amendment was addressed in previous versions of this Agreement or other agreements governing your account. We will provide you with any notice required by law of any amendments to this Agreement. If the manner of notice is not specified by law, you agree that we may notify you in any manner we deem reasonable, including statement message, online posting through online banking or on our website, letter or other mailing, email if you have agreed to receive email communications from us, or any other reasonable means in our discretion. Mailed notices, or, if applicable, emailed notices, will be sent to the address we have for you on our account records. If notice is not required by law, we may in our discretion not notify you of technical amendments that do not affect your or our substantive rights or obligations under this Agreement. Your continued use of your account after the effective date of an amendment, or after 30 days from the date of our notice to you if no effective date is stated, will constitute your acceptance of the amendment.

We reserve the right to waive the enforcement of any of the

terms of this Agreement with you 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 any such waiver is not sufficient to modify the terms of this Agreement.

We have the right to close your account, in our sole discretion, at any time and for any reason. If we close the account, we will notify you in writing and may tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

In some cases, we may close your account without prior notice to you including, but not limited to when we cannot verify your identity, we suspect fraud or a violation of law, regulation or this Agreement.

If you request that we close your account, you are responsible for leaving enough funds in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Once your account is closed, whether initiated by you or us, any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. Accordingly, we will not be liable for any damages for not honoring any such debits or deposits received after the account is closed. You will not claim we wrongfully dishonored items we return unpaid on or after the day your account was closed. If we close your account, you will still be responsible for any overdrafts, fees or other obligations incurred before closing. This includes, but is not limited to, any early withdrawal penalties assessed against a Certificate of Deposit or IRA account as a result of the closure of the account irrespective of whether such closure is initiated by you or us.

Note: Rules governing changes in interest rates are provided separately in the applicable Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the "STATEMENTS" section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your last known mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you

when sent by us. Notice to any of you is notice to all of you.

STATEMENTS –Statements are a valuable tool to, among other things, detect fraudulent or erroneous transactions. Your statement will show the transactions that occurred in connection with your account during the statement period.

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

You have some responsibilities in connection with your statement. You must examine your statement with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to review your statement and promptly notify us of any errors, forgeries, alterations, or unauthorized transactions, you will bear the loss entirely yourself. The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us in writing will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You understand and agree that this provision is intended to shorten the statutory preclusion period for unauthorized signatures and alterations as set forth in Section 4-406 of the Commercial Code and to establish a contractual condition for reporting claims to us.

You further agree that if you fail to report in writing of any unauthorized signatures or alterations in your account within 30 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

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

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

In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must

examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us in writing will depend on the circumstances. However, this time period shall not exceed 30 days. Failure to examine your statement and items and report any errors to us in writing within 30 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this Agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS

- If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

In New Jersey, Alabama and Florida, SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this

account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In New York, SETOFF - You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In New Jersey, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

In Florida, CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only) - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to

make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of funds, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused, and you will be liable for all losses due to any unauthorized facsimile signature used on your account before we receive such notice.

CHECK PROCESSING - We process items on an automated basis by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed (including without limitation, any of your internal requirements for dual signatures) and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. This automated process also precludes us from comparing signatures. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because

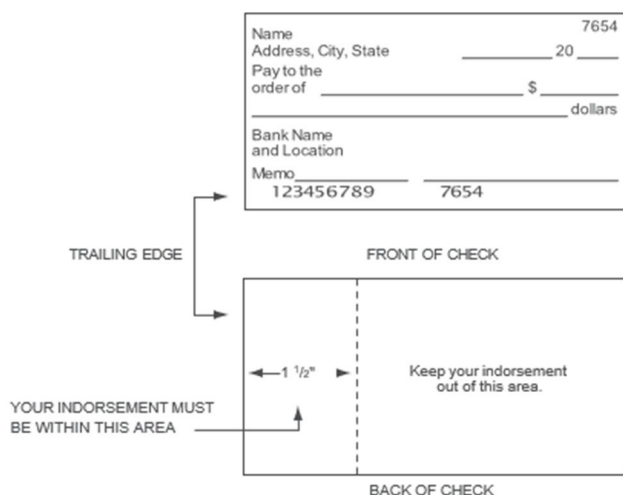
we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements. In addition, any dual signature requirement you request on any item or for any transaction, electronic or otherwise, is an internal bookkeeping matter for you and you cannot assert any claim against us for failing to honor your request for dual signatures or dual authorizations, even if the request was known to us. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. We are not required to cash a check, draft or other instrument for anyone that does not have an account with us if we determine in our sole discretion that reasonable identification has not been provided.

INDORSEMENTS - If we receive any item payable to you with an indorsement missing, we may, at our option, still deposit that item into your account. We may also supply any missing indorsement(s) for any item we accept for deposit, collection, or encashment. In any event, and regardless of whether we supply any missing indorsement(s), you warrant to us that all indorsements on any such items taken for deposit, collection or encashment, are genuine and were made with proper authority of the indorsing party.

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

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



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

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

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

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

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

ATTORNEYS' FEES AND JURY TRIAL WAIVER - This provision applies to all Claims (as defined in the Arbitration Provision of this Agreement), including lawsuits or other legal proceedings regarding your accounts. We may recover reasonable attorneys' fees and related expenses and costs from you in connection with: (a) any litigation relating to your account (regardless of who institutes the litigation); (b) any disputes arising out of or relating to your account whether or not litigation has been commenced; (c) concerns we have regarding your account; (d) attempts to collect overdrafts; or (e) matters arising out of the operating or use of your accounts. You agree to pay all reasonable attorneys' fees and costs incurred, whether through negotiation, mediation, or litigation through trial and appeals.

YOU HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY YOU OR US IN CONNECTION WITH YOUR ACCOUNTS.

In New Jersey, Alabama and Florida, ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss,

compare, or share information about your account numbers with anyone unless you are willing to give them full use of your funds. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove funds from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Fraud mitigation products or services - Except for consumer electronic fund transfers subject to Regulation E, we may, from time to time, offer you products or services to help prevent fraud or unauthorized activity on your account. You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying an unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

In New York, ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your funds. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can

also be used to electronically remove funds from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery.

Fraud mitigation products or services - Except for consumer electronic fund transfers subject to Regulation E, we may, from time to time, offer you products or services to help prevent fraud or unauthorized activity on your account. You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying an unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a respective facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

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

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers Your Rights and

Responsibilities." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. We will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

CHANGES IN NAME AND CONTACT INFORMATION -

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a maintenance fee if we attempt to locate you.

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

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

to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This Agreement is subject to Article 4A of the Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. 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 Commercial Code. If we do not receive such payment, 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. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

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

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

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

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If

you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described in this Agreement.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

DORMANT ACCOUNTS - your account is considered inactive if you have not made a deposit or withdrawal, or initiated a PIN or password based electronic transaction (such as an ATM, Debit Card, or Online or Mobile Banking transaction) for at least 18 months for checking accounts and savings accounts. Further, your checking and savings account is considered dormant after 24 months of such inactivity.

If your account is inactive or dormant, we may, to the extent allowable by the applicable state law, charge a fee to your account. For accounts that are about to meet the requirements for a dormant account, and where you do not have any other accounts that have ongoing activity, Valley will try to re-establish "contact" with you, thereby helping to avoid dormancy. To complete the re-establishment of contact, the law requires documented customer acknowledgment of your account. This is generally accomplished with contact by return mail from you in response to our Notification of Dormancy. This can also be a document from either you or someone legally entitled to the account acknowledging awareness of the account. The notification or other writing must be signed, and Valley must be satisfied that the signature(s) is genuine. If contact is not made within 60 days from the date of such notification, the account is considered unclaimed property.

There are exceptions for Certificate of Deposit accounts (CDs). CDs with terms greater than two years are not considered dormant under applicable State law time periods until the CD's initial maturity date, or the date of the last customer contact, whichever is earlier. For example, if a New Jersey customer has a five-year CD which matures on June 30, 2023 and Valley has not established customer contact by June 30, 2026, the account would be dormant. If there is no contact with the customer by August 30, 2026 (60 days after dormancy date) the CD would then be considered unclaimed property.

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

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of 21 (unless age 18 is specifically specified when the account is opened). Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give

us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth (90th) day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth (90th) day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

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

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

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

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

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been

warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw funds from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This Agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this Agreement is determined to be unenforceable, the rest of this Agreement remains effective. This Agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this Agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for

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

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that + that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

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

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this Agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any

intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt).

In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

Telephone Transfers - types of transfers - You may access

your account by telephone at 800-522-4100 or 973-686-5018 for calls made from outside of the U.S. and Canada using telephone banking PIN and a social security number or employee identification number, to:

- transfer funds between checking and savings account(s)
- make payments from checking and/or savings to loan accounts with us
- make payments from checking and/or savings to third parties
- get information about:
 - the account balance of checking and/or savings account(s)
 - the last ten deposits to checking and/or savings account(s)
 - the last ten withdrawals from checking and/or savings account(s)
 - inquiry on a specific transaction or check
- Certificates of Deposit
 - interest rate and Annual Percentage Yield (APY)
 - maturity date
 - principal balance
 - accrued interest
 - year-to-date early withdrawal interest penalty
 - last ten withdrawals and debits
 - last ten deposits and credits
- Loan Accounts
 - unpaid principal balance
 - escrow balance
 - payoff amount
 - payment information
 - available lines of credit
 - interest rate and Annual Percentage Rate (APR)
 -

ATM Transfers - types of transfers, frequency and dollar limitations - You may access your account(s) by ATM using your Valley Visa® Debit Card and personal identification number, to:

- make deposits to checking and/or savings account(s)
- withdraw cash from checking and/or savings account(s)
 - you may make no more than six withdrawals per day
 - you may withdraw no more than \$600 per day
- transfer funds between checking and savings account(s) linked to card
- get information about account(s):
 - the account balance of your account(s)

Some of these services may not be available at all terminals.

Types of Valley Visa® Debit Card Point-of-Sale Transactions

- You may access your checking account(s) to purchase goods or services (in person, online, by phone), get cash back from a merchant, if the merchant permits, or a cash disbursement from a participating financial institution.

Point-of-Sale Transactions - frequency and dollar limitations - Using your Debit Card:

- you may make no more than 20 transactions per day
- you may not exceed \$2,000 in transactions per day
- for business accounts, you may not exceed \$5,000 in transactions per day

Currency Conversion and International Transactions.

When you use your Valley Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount

in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

There is a 3% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Computer Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at <http://www.valley.com> and using your username and password, to:

Wifi or cellular access is needed to use this service.

- transfer funds between checking and savings account(s)
- make payments from checking and/or savings to third parties
- get information about:
 - the account balance of checking and/or savings account(s)
 - account balance of loan accounts
 - view transaction history for checking, savings and loan accounts
- receive paperless statements
- make mobile deposits
- place a stop payment on a check

Mobile Banking Transfers - types of transfers - You may access your account(s) through the browser on your cell or mobile phone at www.valley.com, or by downloading our mobile banking app and using your username and password, to:

- transfer funds between checking and savings account(s)
- make payments from checking and/or savings to third parties
- get information about:
 - the account balance of checking and/or savings account(s)
 - account balance of loan accounts
 - view transaction history for checking, savings and loan accounts
- receive paperless statements
- make mobile deposits
- place a stop payment on a check

You may be charged access fees by your cell phone provider based on your individual plan. Internet access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-522-4100 or log into the Valley Mobile App to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you \$35 for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are

some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the Automated Teller Machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document; or
- (5) at our discretion, as allowed by New Jersey law providing for the release of account information pertaining to actual or suspected illegal activities.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

- Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have stopped someone from taking the funds if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- **Additional Limit on Liability for Visa®-branded Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal

Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

VALLEY NATIONAL BANK
C/O CUSTOMER CARE
1720 ROUTE 23
WAYNE, NJ 07470

Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 800-522-4100

Email: contactus@valley.com

MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your Debit card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Debit card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your Debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
 13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
 14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
-

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit as further described in section titled "DEPOSITS."

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing or 6:00 P.M. EST, whichever is earlier, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the earlier of closing or 6:00 P.M. EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Cash deposits will be made available on the business day when we receive your deposit. If you make a deposit (other than a cash deposit) at an ATM before 7:00 P.M. EST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit (other than a cash deposit) at an ATM after 7:00 P.M. EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made

directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

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

DEPOSITS AT AUTOMATED TELLER MACHINES

All ATMs that we own or operate are identified as our machines.

ARBITRATION PROVISION

This Arbitration Provision only applies to personal accounts, not business accounts.

Arbitration is a method of resolving disputes in front of an arbitrator instead of having a trial in court in front of a judge or jury. An "arbitrator" is a neutral person from one of the organizations listed below who will decide the dispute. This Arbitration Provision governs when and how disputes between you and us will be arbitrated if a dispute arises and you or we choose to arbitrate the dispute instead of having a court or jury resolve the dispute.

READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. If either you or we elect to arbitrate a Claim rather than have a court (a judge or a jury) decide the Claim, it will be resolved by individual (not class or class-wide) binding arbitration in accordance with

the terms specified in this Arbitration Provision.

YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. If you do not opt out of this Arbitration Provision and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Special Definitions. Solely for purposes of this Arbitration Provision: (1) the terms "we," "us," and "our" include Valley National Bank, any of its corporate parents, subsidiaries, affiliates, assigns, successors, employees, officers, directors, agents, controlling persons and representatives, as well as any third party who is named as a co-defendant with us in a Claim asserted by you; (2) the terms "you" and "your" include each accountholder and each heir, successor, representative and beneficiary (including a pay-on-death or similar beneficiary) of an accountholder; and (3) the term "account" includes any account established under this Agreement and any updated or substitute account for the same accountholders, regardless of the execution of a new or substitute signature card for the account.

Governing Law. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce and, therefore, the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"), shall govern the interpretation and enforcement of this Arbitration Provision and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state applicable under the "Agreement" section of this Agreement shall apply.

What Claims Are Subject to Arbitration? As used in this Arbitration Provision, the term "Claim" has the broadest reasonable meaning and includes, but is not limited to, any unresolved disagreement, controversy, dispute or cause of action between you and us, whether preexisting, present or future, arising out of, related to or concerning this Agreement, this Agreement, your accounts, any transaction conducted with us related to your accounts, the services provided pursuant to this Agreement (including, but not limited to, safe deposit box services, our mobile application, online or telephone banking services, communication methods and practices we may use to service your accounts, and automated teller machine services), fees and charges relating to your accounts, any advertisement, solicitation or application relating to your accounts, alleged statutory violations or any relationship between you and us, whether such Claim is asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity. The term "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, federal and state statutes, regulations and constitutions, local ordinances, common law and equity.

What Disputes Are Not Subject to Arbitration? Notwithstanding the foregoing, the term "Claim" shall not include any dispute or controversy regarding the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not

the arbitrator to decide. However, disputes or controversies regarding this Agreement as a whole are for the arbitrator and not a court to decide. In addition, claims filed by you or us individually in small claims court (or your state's equivalent court) or which seek a maximum of \$25,000 in damages, whichever is greater, are not subject to arbitration, so long as any such claim remains in that court and advances only an individual claim for monetary relief; but if such claim is transferred, removed or appealed to a different court, or is modified to seek non-monetary, class or other representative relief or more than \$25,000 in damages, you or we will then have the right to demand arbitration of the claim. This Arbitration Provision shall not apply to any Claims or other disputes relating to business accounts or other non-personal accounts. This Arbitration Provision also does not prohibit you or us, at any time, from (a) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (b) obtaining provisional or ancillary remedies or individual injunctive relief (other than a stay of arbitration), including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (c) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

Starting Arbitration. If you or we elect to arbitrate a Claim rather than have a court (a judge or a jury) decide the Claim, the party electing arbitration must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to Valley National Bank, Attn: Arbitration Notice, c/o Legal Department, 70 Speedwell Ave., Morristown, NJ 07960, and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a venue reasonably convenient to where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to select an arbitration administrator pursuant to the paragraph below and start the arbitration proceeding in accordance with the administrator's rules and procedures. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.

The Arbitrator. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, N.Y. 10271, 800-778-7879, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York N.Y. 10018, 800-352-5267, www.jamsadr.com, pursuant to their

applicable rules and schedule of fees in effect at the time the demand for arbitration is filed. The rules explain how to start an arbitration and how the arbitration process works. You may contact these organizations directly or on their websites if you have any questions or want to obtain a copy of their rules or schedule of fees. If neither the AAA nor JAMS can serve and you and we cannot agree on a replacement, a court with jurisdiction will select the arbitrator. A single neutral arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience in the subject area of the dispute or a retired judge. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.

Costs of Arbitration. The parties shall pay administrative, hearing and arbitrator fees in accordance with the administrator's rules and schedule of fees. At your written request, if you commence an individual arbitration against us, we will pay your share of those fees if you can show that you cannot afford to pay them and were unable to obtain a waiver from the administrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced.

What Law the Arbitrator Will Apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. (A "statute of limitations" is the time period allowed by law for initiating a lawsuit or other court action). In determining liability, the arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. We will not seek to recover from you any fees or expenses we pay on your behalf, or any attorney, witness or expert fees or other costs or expenses we incur in defending an individual arbitration commenced by you. Notwithstanding the foregoing, if the arbitrator finds that a Claim is frivolous or brought in bad faith or for an improper purpose, then the payment of all fees, costs and expenses shall be determined by the arbitrator.

Class Action Waiver. Notwithstanding any other provision of this Agreement or this Arbitration Provision, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief

that applies to any person or entity other than you and/or us individually. (Special procedures apply to a claim seeking public injunctive relief, as set forth below).

Jury Trial Waiver. If arbitration of a Claim is elected, you and we waive the right to a jury trial or trial before a judge in a public court.

The Arbitrator's Decision. At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator's decision (the "award") will be final and binding, except for any appeal rights under the FAA. However, if the amount of the Claim exceeds \$75,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne in accordance with the paragraph above captioned "Costs of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

Conflict, Survival and Severance. In the event of any conflict or inconsistency between this Arbitration Provision and other provisions of this Agreement or the administrator's rules, this Arbitration Provision will govern. This Arbitration Provision shall survive any closing of your account for any reason; the transfer or assignment of any account; and the bankruptcy of any party to the extent permitted by law. If any term or provision of this Arbitration Provision is held to be unenforceable or invalid, the remaining provisions shall be enforced without regard to such unenforceable or invalid term or provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding involving you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void in its entirety with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim seeking public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

How to Opt Out of the Arbitration Provision. If you do not want this Arbitration Provision to apply, you may reject it ("opt out"). To opt out, you must send us written notice of your decision to reject this Arbitration Provision to the address set forth below. We must receive your written notice within forty-

five (45) days after the earlier of (i) the day we sent you these Account Disclosures and Rules via US Mail, through electronic disclosure, or provided them to you in person or by other reasonable delivery method, or

(ii) the day you open an account that is subject to these Account Disclosures and Rules. Your written opt out notice must: (a) include a signed statement that you reject the Arbitration Provision of this Agreement; (b) include your name, address and the account number you wish to opt out; and (c) be sent to us at the following address: Valley National Bank, Attn: ADR Deposit Account Opt Out, c/o Legal Department, 70 Speedwell Ave., Morristown, NJ 07960. This is the only way you can reject this Arbitration Provision. If you opt out, it will not affect any other terms of this Agreement and will not adversely affect your account.

If you have more than one deposit account with us and wish to opt out of the Arbitration Provision for multiple accounts, and are still within the 45-day time period for opting out of said accounts, please include in your written opt out notice each deposit account that you wish to opt out of. In all other circumstances, your decision to opt out of the Arbitration Provision applies only to this account and not to any other accounts you have with us.

In the case of joint ownership of an account, one owner's rejection of this Arbitration Provision will be deemed to be a rejection of this Arbitration Provision by all joint owners for that account. In all other circumstances, your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. Nor shall your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration Provision to personally comply with the notice and time requirements of this opt-out provision.

Servicemembers Civil Relief ACT (SCRA) and the Military Lending Act (MLA)

Legal rights and protections under the SCRA and MLA - Service members on "active duty" or "active service," or a spouse or dependent of such a service member may be entitled to certain legal protections and debt relief pursuant the Servicemembers Civil Relief Act (50 USC App 501- 597b). Service members and dependents with questions about SCRA or the Military Lending Act (MLA) should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>.

The Arbitration Provision in this section does not apply to members of the armed forces and their spouses and dependents who are entitled to protection under the MLA.

SCHEDULE OF FEES FOR PERSONAL ACCOUNTS

Valley Visa® Debit Card Transaction Fees:

- Transaction at a Valley ATM: NO CHARGE
- ATM Service Charge for withdrawals at a non-Valley ATM: \$2.
- A 3% international service fee is assessed for all international transactions regardless of whether there is a currency conversion associated with the transaction.
- Valley debit card expedited delivery fee: \$25.
- Cash advance through a cash disbursing merchant or financial institution other than an ATM: 2% of the transaction amount; minimum \$2, maximum \$18

PERSONAL SERVICE FEES

Canadian Check Collection:

- \$5,000 and under in US Dollars: \$5; Over \$5,000: \$25.
- \$5,000 and under in Canadian Dollars: \$10; Over \$5,000: \$30.
- \$50,000 and over submitted for collection through the International Department: Fees may be charged by other banks during the collection process.

Checks paid on uncollected funds: \$30.

Check printing: prices vary depending on style ordered; fee will be applied directly to the account.

Visa® Gift Cards, each: \$4.25.

Levy handling fee per occurrence (Satisfied): \$125.

Levy handling fee per occurrence (Unsatisfied): \$60.

Medallion Signature Guarantee: \$25.

Official Bank Checks sold, each: \$10.

Overdrafts: \$30 per paid item.

Research time, per hour: \$25.

Signature Validation Imprint: \$25.

Stop payment order: \$35.

Wire Transfer Fees: Varies; speak with your Valley Representative or contact Customer Care for details.

SCHEDULE OF FEES FOR BUSINESS ACCOUNTS

Valley Business Visa® Debit Card Transaction Fees:

- A Valley business checking account is required to be the primary account.
- Daily ATM limit: \$600.
- Daily Point of Sale (POS) spending limit*: \$500, \$1000, \$1500, \$2,000, \$5,000
 - Determined by Authorized cardholder(s) for themselves and for each individual cardholder.

Maximum POS spending limit for an **Individual Cardholder**: \$2,000; Maximum POS spending limit for an **Authorized Cardholder**: \$5,000.

- Replacement Card: \$25.
- Express Delivery of Replacement Card: \$25.
- Signature Authorization Cash Advance Fee: 4% of transaction amount. Minimum: \$4; Maximum: \$29.
- Transaction at a Valley ATM: NO CHARGE
- ATM Service Charge for withdrawals at a non-Valley ATM: \$2.
- Withdrawals at an International ATM location: \$5.
- A 3% international service fee is assessed for all international transactions regardless of whether there is a currency conversion associated with the transaction.
- International Point of Sale Transaction: \$3 (where your Personal Identification Number (PIN) is used to authorize your purchase)

Canadian Check Collection:

- \$5,000 and under in US Dollars: \$5; Over \$5,000: \$25.
- \$5,000 and under in Canadian Dollars: \$10; Over \$5,000: \$30.
- \$50,000 and over submitted for collection through the International Department: Fees may be charged by other banks during the collection process.

Checks paid on uncollected funds: \$30.

Check printing: prices vary depending on style ordered; fee will be applied directly to the account.

Visa® Gift Cards, each: \$4.25.

Levy handling fee per occurrence (Satisfied): \$125.

Levy handling fee per occurrence (Unsatisfied) \$60.

Medallion Signature Guarantee: \$25.

Night drop bags handling fee, per deposit: \$2.50.

Night drop lost key replacement: \$10.

Official Bank Checks sold, each: \$10.

Overdrafts: \$30 per paid item.

Research time, per hour: \$25. Rolled coins, per roll: \$0.15.

Signature Validation Imprint: \$25.

Stop payment order: \$35.

Wire Transfer Fees: Varies; speak with your Valley Representative or contact Customer Care for details.

Payroll service (bulk): \$0.10 per \$100; Minimum: \$2.50.

Payroll envelopes per box of 500: \$10.

Payroll service (individual envelopes): \$.25 each, minimum: \$5.



What does Valley National Bank do with your personal information?

2024 CONSUMER PRIVACY NOTICE

Rev. July 2024

WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security Number and account balances • Transaction history and income • Assets and account transactions
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Valley National Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Valley National Bank Share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	We don't share

To limit our sharing	Call Customer Care at 800-522-4100; or write to: Valley National Bank; Attention: Customer Care, Privacy Section; 70 Speedwell Avenue, Morristown, NJ 07960. Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we may continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	If you have any questions about this Privacy Notice Statement or about the security and confidentiality of your non-public personal information, please call the privacy representative in Customer Care at 800-522-4100 . For calls made from outside of the U.S. and Canada, please call 973-305-8800 or visit us at valley.com .

Who we are	
Who is providing this notice?	Valley National Bank companies that use “Valley”, “Valley National” or “VNB” in their names and their affiliates.
What we do	
How does Valley National Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We permit only authorized employees trained in the proper handling of customer information to access your information, and we require companies that work for us to protect your information.
How does Valley National Bank collect my personal information	We collect your personal information, for example, when you: • open an account or apply for a loan • pay your bills • make deposits or withdrawals from your account • use your credit or debit card We also collect your personal information from others, such as credit bureaus and other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non affiliates to market to you • state laws & individual companies may give you additional rights to limit sharing
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • Our affiliates include companies that use “Valley”, “Valley National” or “VNB” in their name; and financial companies such as Metro Title & Settlement Agency Inc., Highland Capital Corporation, Dudley Ventures, and RISC One Inc.
Non affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Valley National Bank does not share with non-affiliates so they can market to you.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Our joint marketing partners include financial services companies.

Other important information
Valley National Bank will never ask for your personal account number or personal information via email. This Privacy Notice Statement is available in all of our branches and also may be viewed on our website: valley.com. If you provide us with an e-mail address, we may use it to contact you regarding your relationship with us, to advise you of our loan and deposit products, to provide you with information you may have requested from us or to conduct business of the Bank, including collection efforts, if necessary.