



*Good things happen  
when we are in it together.*

Good things are happening here!

It is my pleasure to welcome all Community Bank of the Chesapeake customers to Shore United Bank. Together, we look forward to providing the same great service to you and your family.

Pursuant to the merger agreement between the banks, on July 1, 2023, Community Bank of the Chesapeake merged with and became part of Shore United Bank. While all Community Bank of the Chesapeake accounts were assumed by Shore United Bank effective with the merger, there is a period of transition between the merger and the conversion of the bank systems.

As we approach the systems conversion, we want to provide you with important information about your account(s) and what you can expect during the coming weeks. We are working behind the scenes to ensure your transition to Shore United Bank is as seamless as possible.

Beginning Monday, September 11, 2023, as a Shore United Bank customer, you'll have the best of both worlds – the same efficient, courteous service from the people you know at Community Bank of the Chesapeake plus expanded banking locations and resources our combined bank can offer.

This “Welcome Guide” will help you navigate through the conversion of your account(s) to Shore United Bank. In this package you will find important information including:

- Key dates and account information
- Introduction to Shore United Bank
- Questions and answers about products and services
- Account agreements and disclosures

The guide describes how the conversion may impact you and action(s) you may need to take to help ensure a smooth transition. If you have any questions that are not covered in this guide, please visit your local branch or call 1-877-758-1600, weekdays from 8:00 a.m. to 4:30 p.m.

We value your relationship and again, welcome you to Shore United Bank. Our mission is your success.

Sincerely,



James M. Burke  
President and CEO  
Shore United Bank



**THE WEEK OF**

**AUG 21st**

- New Shore United Bank debit and ATM cards will be mailed to Community Bank of the Chesapeake customers. PIN mailer will follow in separate mailing.
- Community Bank of the Chesapeake ATMs will begin to transition and may be intermittently unavailable.

**FRIDAY**

**SEPT 8th**

- 2:00 p.m. Access to Community Bank of the Chesapeake Mobile Check Deposit will no longer be available.
- 3:00 p.m. Community Bank of the Chesapeake branches will close. These branches will reopen as Shore United Bank on Monday, September 11, 2023.
- 4:00 p.m. Access to Community Bank of the Chesapeake Online, Mobile, and Automated Telephone Banking will no longer be available.

**SATURDAY**

**SEPT 9th**

- Community Bank of the Chesapeake branches will be closed as we transition our system to Shore United Bank.

**MONDAY**

**SEPT 11th**

- 4:00 a.m. Community Bank of the Chesapeake debit and ATM cards will automatically deactivate.
- Securely destroy your Community Bank of the Chesapeake debit and ATM(s) card.
- Any time after 4:00 a.m. activate your Shore United Bank debit and ATM card by following the instructions in the mailer.
- 8:00 a.m. Shore United Bank Online and Mobile Banking available to former Community Bank of the Chesapeake customers. Visit shoreunitedbank.com for first time log in information. Details can also be found on page 21 of this guide.
- 9:00 a.m. Community Bank of the Chesapeake branches reopen as Shore United Bank.



**Friday, September 8, 2023, after 3:00 p.m. - Monday, September 11, 2023, at 9:00 a.m.**

Although other Shore United Bank branches will be open over the weekend, in-branch banking will not be available for the former Community Bank of the Chesapeake customers until Monday, September 11, 2023. To access your accounts during this time, you may continue to use your current Community Bank of the Chesapeake debit card to make purchases and withdraw cash at ATMs or by writing checks. After 4:00 a.m. Monday, September 11, 2023, you will need to activate your new Shore United Bank debit or ATM card by following the instructions in the mailer.

**Welcome to Shore United Bank!**

We look forward to helping you navigate through the transition from Community Bank of the Chesapeake to Shore United Bank. We encourage you to use this guide as a reference throughout the transition. **The guide provides new account disclosures representing changes to your account(s) and highlights critical dates and actions you may need to take to ensure a smooth transition.**

Our team of experienced professionals are here to help you. If you have any questions, please contact us at Shore United Bank: 1-877-758-1600, weekdays from 8:00 a.m. to 4:30 p.m., or send us a secure email using the Contact Us form located at shoreunitedbank.com.



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The terms and conditions of all Account Disclosures and Fee Schedules contained within this conversion guide constitute a Change-In-Terms for comparable agreements, disclosures, or fee schedules issued under the name of Community Bank of the Chesapeake prior to September 11, 2023, the effective date of the change in terms. Please note that continuing to maintain and use your account beyond the effective date constitutes your acceptance of the applicable terms and conditions.

As used herein, Community Bank of the Chesapeake, Community Bank of the Chesapeake branch, Community Bank of the Chesapeake customer, and Community Bank of the Chesapeake account refers to the bank, branch, customer, or account prior to the merger or under the Community Bank of the Chesapeake name during the transition period between July 1, 2023, and September 11, 2023.

<sup>1</sup>Please note that the conversion dates and time referenced herein are expected as of the date of this guide and are subject to change due to intervening circumstances.

## MD BRANCH LOCATIONS

**ANNAPOLIS, MD**  
200 WESTGATE CIR  
ANNAPOLIS, MD 21401  
410-260-2100

**ANNAPOLIS, MD**  
1917 WEST ST  
ANNAPOLIS, MD 21401  
410-224-8800

**ARBUTUS, MD**  
1101 MAIDEN CHOICE LN  
BALTIMORE, MD 21229  
410-242-1234

**BRYANS ROAD, MD**  
8010 MATTHEWS ROAD  
P.O. BOX 522  
BRYANS ROAD, MD 20616  
301-375-6118

**CALIFORNIA, MD**  
*(Lexington Park)*  
22730 THREE NOTCH RD  
P.O. BOX 561  
CALIFORNIA, MD 20619  
301-862-1900

**CAMBRIDGE, MD**  
*(Sunburst)*  
424 DORCHESTER AVE  
CAMBRIDGE, MD 21613  
410-228-8402

**CENTREVILLE, MD**  
*(213)*  
109 N COMMERCE ST  
CENTREVILLE, MD 21617  
410-758-1600

**CENTREVILLE, MD**  
2609 CENTREVILLE RD  
CENTREVILLE, MD 21617  
410-758-2414

**CHARLOTTE HALL, MD**  
30165 THREE NOTCH RD  
CHARLOTTE HALL, MD 20622  
301-884-5724

**CHESTER, MD**  
300 CASTLE MARINA RD  
CHESTER, MD 21619  
410-604-6270

**CHESTERTOWN, MD**  
*(Washington Square)*  
899 WASHINGTON AVE  
CHESTERTOWN, MD 21620  
410-810-0591

**CROFTON, MD**  
2151 DEFENSE HWY  
CROFTON, MD 21114  
410-451-3050

**DENTON, MD**  
850 SOUTH 5TH AVE  
DENTON, MD 21629  
410.820-4007

**DUNKIRK, MD**  
10321 SOUTHERN MARYLAND  
BLVD  
P.O. BOX 373  
DUNKIRK, MD 20754  
410-257-0840

**EASTON, MD**  
*(Dover Street)*  
18 E DOVER ST  
EASTON, MD 21601  
410-822-1400

**EASTON, MD**  
*(Elliott Road)*  
8275 ELLIOTT RD  
EASTON, MD 21601  
410-819-0181

**EASTON, MD**  
*(Tred)*  
212 MARLBORO AVE  
EASTON, MD 21601  
410-819-3015

**EDGEWATER, MD**  
3083 SOLOMONS ISLAND RD  
EDGEWATER, MD 21037  
410-956-3700

**ELKRIDGE, MD**  
6050 MARSHALEE DR  
ELKRIDGE, MD 21075  
410-379-2668

**GLEN BURNIE, MD**  
413 CRAIN HWY, SE  
GLEN BURNIE, MD 21061  
410-768-6900

**LA PLATA, MD**  
101 DRURY DR  
P.O. BOX 1810  
LA PLATA, MD 20646  
301-934-5707

**LA PLATA, MD**  
*(downtown)*  
202 CENTENNIAL ST  
P.O. BOX 2752  
LA PLATA, MD 20646  
301-863-2265

**LEONARDTOWN, MD**  
25395 POINT LOOKOUT RD  
P.O. BOX 241  
LEONARDTOWN, MD 20650  
301-475-5046

**LOTHIAN, MD**  
5401 SOUTHERN MARYLAND BLVD  
LOTHIAN, MD 20711  
410-741-1127

**LUSBY, MD**  
11725 ROUSBY HALL RD  
LUSBY, MD 20657  
410-326-3406

**OCEAN CITY, MD**  
12905-B OCEAN GTWY  
OCEAN CITY, MD 21842  
443-856-2180

**OCEAN CITY, MD**  
*(34th Street)*  
3409 COASTAL HWY  
OCEAN CITY, MD 21842  
443-856-2144

**OWINGS MILLS, MD**  
9612 REISTERSTOWN RD  
OWINGS MILLS, MD 21117  
410-356-4248

**PRINCE FREDERICK, MD**  
200 MARKET SQUARE DR  
P.O. BOX 3004  
PRINCE FREDERICK, MD 20678  
410-535-2265

**RIDGELY-HILLSBORO, MD**  
*(Tuckahoe)*  
22151 WES ST  
RIDGELY, MD 21660  
410-820-2121

**SEVERNA PARK, MD**  
598 BENFIELD RD  
SEVERNA PARK, MD 21146  
410-544-0800

**ST. MICHAELS, MD**  
1013 S TALBOT ST  
ST. MICHAELS, MD 21663  
410-745-9166

**STEVENSVILLE, MD**  
408 THOMPSON CREEK RD  
STEVENSVILLE, MD 21666  
410-643-2233

**WALDORF, MD**  
3035 LEONARDTOWN RD  
P.O. BOX 38  
WALDORF, MD 20601  
301-645-5601

## DE BRANCH LOCATIONS

**CAMDEN, DE**  
4580 S DUPONT HWY  
CAMDEN, DE 19934  
302-698-1432

**DOVER, DE**  
*(Governors Avenue)*  
800 S GOVERNORS AVE  
DOVER, DE 19904  
302-734-2860

**FELTON, DE**  
120 W MAIN ST  
FELTON, DE 19943  
302-284-4600

**MILFORD, DE**  
698A N DUPONT BLVD  
MILFORD, DE 19963  
302-424-4600

**REHOBOTH BEACH, DE**  
19358 MILLER RD  
REHOBOTH BEACH, DE 19971  
302-260-6338

CONTINUED NEXT PAGE

## VA BRANCH LOCATIONS

**ONLEY, VA**  
25306 LANKFORD HWY  
P.O. BOX 204  
ONLEY, VA 23418  
757-302-6530

**FREDERICKSBURG, VA**  
*(downtown)*  
425 WILLIAM ST  
FREDERICKSBURG, VA 22401  
540-940-2202

**FREDERICKSBURG, VA**  
*(Harrison Crossing)*  
5831 PLANK ROAD  
FREDERICKSBURG, VA 22407  
540-755-7557

## ATM Non-Branch Locations

**EASTON, MD**  
MEMORIAL HOSPITAL OF EASTON  
219 S. WASHINGTON ST  
EASTON, MD 21601

**WALDORF, MD**  
NICK'S OF CLINTON  
3953 ST. CHARLES PKWY  
WALDORF, MD 20601

## MORTGAGE LOAN OFFICES\*

**ANNAPOLIS, MD**  
200 WESTGATE CIR  
STE 202  
ANNAPOLIS, MD 21401  
800-752-5854

**FREDERICK, MD**  
5291 CORPORATE DR  
STE 202  
FREDERICK, MD 21703  
240-651-6948

**GREENBELT, MD**  
6411 IVY LN  
STE 505  
GREENBELT, MD 20770  
301-968-4132

**REHOBOTH BEACH, DE**  
19716 SEA AIR AVE  
UNIT #3  
REHOBOTH BEACH, DE 19971  
302-227-4747

## Non-Branch Commercial Lending Offices\*

**CHARLOTTESVILLE, VA**  
1434 ROLKIN COURT  
STE 301  
CHARLOTTESVILLE, VA 22911  
434-400-9491

**FREDERICKSBURG, VA**  
10 CHATHAM HEIGHTS RD  
STE 104  
FREDERICKSBURG, VA 22405  
540-412-0160

**MIDDLETOWN, DE**  
102 SLEEPY HOLLOW DR  
STE 204  
MIDDLETOWN, DE 19709  
302-449-6320

**PRINCE FREDERICK, MD**  
995 N PRINCE FREDERICK BLVD  
STE 105  
PRINCE FREDERICK, MD 20678  
410-535-2265

## INVESTMENT SERVICES\*

**ARBUTUS**  
1101 MAIDEN CHOICE LN  
BALTIMORE, MD 21229  
800-309-8124

**EASTON (Headquarters)**  
16 N WASHINGTON ST  
EASTON, MD 21601  
410-763-8543

**CALIFORNIA (Lexington Park)**  
22730 THREE NOTCH RD  
CALIFORNIA, MD 20619  
800-309-8124

**PRINCE FREDERICK**  
995 N PRINCE FREDERICK BLVD  
SUITE 105  
PRINCE FREDERICK, MD 20678  
800-309-8124

**WALDORF, MD**  
3035 LEONARDTOWN RD  
WALDORF, MD 20601  
800-309-8124

**Wye Financial Partners**  
A DIVISION OF SHORE UNITED BANK

WyeFinancialPartners.com  
800-309-8124

\*Bank transactions are not accepted or processed in these offices.



# Who is Shore United Bank?

Shore United Bank is a full-service community bank with a rich history dating back to 1876. We are the largest independent bank located on Maryland's Eastern Shore. We offer innovative financial services delivered with the personal touch you expect from a community bank. We serve a broad geographic area with branches in Maryland, Delaware and Virginia and provide a comprehensive suite of digital banking services that allow you to bank with us no matter where life takes you.

In addition to banking, we offer trust and wealth management services through Wye Trust and Wye Financial Partners, divisions of Shore United Bank, N.A., and title services through Mid-Maryland Title, an affiliate of Shore United Bank.

Together, our team of experienced professionals is dedicated to helping our clients navigate toward their financial goals.



Shore United Bank has achieved a 5-star rating by BauerFinancial, Inc. for soundness, stability and reliability.



Rev. 06.23.23

## When will I become a Shore United Bank customer?

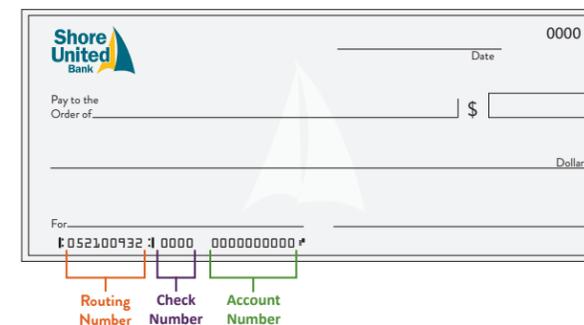
You became a Shore United Bank customer effective with the legal merger on July 1, 2023. However, your Community Bank of the Chesapeake accounts will not convert to Shore United Bank until Monday, September 11, 2023. Beginning September 11, 2023, you can take advantage of all Shore United Bank products, services, ATMs and branch locations.

## Will any of my account numbers change?

Your deposit account number **WILL NOT** change. You may continue to use your Community Bank of the Chesapeake account number and checks.

## Will the routing number change?

Shore United Bank's routing number is **052100932**. The Community Bank of the Chesapeake's current routing number will remain active.



## How will the routing number change impact my account?

- For your convenience, debits and credits authorized with your Community Bank of the Chesapeake account number will continue to be made from your Shore United Bank account without interruption.
- For any newly established automatic credits and debits, we ask that you use 052100932.

## Is there anything I need to do right now?

- Keep banking with Community Bank of the Chesapeake as you normally would. Your accounts will automatically be converted to Shore United Bank on September 11, 2023. You may continue to use your Community Bank of the Chesapeake account number and checks.

- **Beginning the week of August 21, 2023, you will receive your new Shore United Bank debit or ATM card and a separate PIN mailer.** While this may be a short-term inconvenience, we do need to reissue debit and ATM cards. Your new Shore United Bank card(s) will be **mailed to you in a plain white envelope with a separate PIN mailer to follow in a perforated white envelope.** The automated PIN self-service number will no longer be available, please use the new PIN noted in the mailer.
- **Beginning September 11, 2023,** you can change your PIN by visiting a Shore United Bank branch or ATM. Please refer to page 19 of this guide for more details about debit/ATM card changes.
- **Beginning September 11, 2023,** we ask that you notify any merchants who are automatically debiting your account using your Community Bank of the Chesapeake debit card number with your new Shore United Bank debit card number, expiration date and CVV code. To ensure these transactions continue to be posted, you should make the changes before the next scheduled transaction. Debit transactions authorized using your Community Bank of the Chesapeake debit card will not post after September 11, 2023.
- For details about account changes, please read the information, disclosures, agreements, and notices in this guide. **Please make note of critical dates and actions you may need to take regarding changes to your account.**

## I have electronic debits and/or credits automatically posting to or from my account. Do I need to do anything?

For your convenience, debits and credits authorized from your Community Bank of the Chesapeake account will continue to be made from your Shore United Bank account without interruption.

## Who should I contact if I have a question?

If you have any questions about this transition, please call 1-877-758-1600, weekdays from 8:00 a.m. to 4:30 p.m., or email us using our secure Contact Us form located on our website. You may also visit any of our office locations that are listed on page 4-5 of this guide or by visiting shoreunitedbank.com.

### Who will provide my year-end tax forms for interest earned and paid?

Shore United Bank will provide tax reporting on all deposit and loan activity from January 1 through December 31, 2023. Standard year-end tax forms can also be received electronically through online banking. Customers who are enrolled in online banking can access their tax forms by first selecting the eStatements tab and preferences. From the tax form drop-down menu select electronic. Going forward you will receive all of your standard tax forms via the preference selected. If the tax form history is provided from the Community Bank of the Chesapeake, it will populate in waves. We appreciate your patience as we update our system.

### Where can I find the interest rate and APY for interest-bearing accounts?

Beginning Monday, September 11, 2023, please visit a Shore United Bank branch or call 1-877-758-1600 during normal business hours. A complete list of branch locations is listed on pages 4-5 of this guide or visit shoreunitedbank.com.

### When will I receive interest earned on my interest-bearing accounts?

Your interest earned from the Community Bank of the Chesapeake will be credited on September 8, 2023.

### Will office hours remain the same?

Yes. All branch hours at the new Shore United Bank branches will remain the same.

### Will the Community Bank of the Chesapeake branch staff remain with Shore United Bank?

Yes. The same friendly, professional team who have served you at Community Bank of the Chesapeake will continue to assist you as Shore United Bank employees.

### Will I be able to access Community Bank of the Chesapeake Online and Mobile Banking or automated telephone banking during the conversion weekend?

- Mobile check deposit **will not** be available after 2:00 p.m. on Friday, September 8, 2023.
- Online banking, mobile banking, and automated telephone banking will not be available after 4:00 p.m. on Friday, September 8, 2023.
- Beginning Monday, September 11, 2023, at 8:00 a.m. you can log in to online banking at

shoreunitedbank.com. See page 21 of this guide for log in instructions.

- On Monday, September 11, 2023, at 8:00 a.m. you can also access your accounts using our automated telephone banking by calling 1-888-758-4900. As a first-time user, you will need to enroll for the system to recognize you. First time users will need their full social security number or tax I.D. number, account number, date of birth and zip code; you will be prompted to create a four-digit PIN for recurrent uses.

### Who should I contact if I have a question about access to online and mobile banking?

If you have questions about access to your online or mobile banking after September 11, 2023, please call 1-888-820-6840, weekdays from 8:00 a.m. to 11:00 p.m.

### Will I have access to my accounts during the weekend of September 8, 2023?

The Community Bank of the Chesapeake branches will be open until 3:00 p.m. on Friday, September 8, 2023. Although other Shore United Bank branches will be open over the weekend, **branch banking will not be available** at these locations for Community Bank of the Chesapeake customers until Monday, September 11, 2023. There are two ways you can access your accounts over the weekend of September 8, 2023.

- **Debit/ATM Card:** You may use your Community Bank of the Chesapeake debit/ATM card to make purchases and withdraw cash at ATMs during the weekend of September 8, 2023 through 4:00 a.m. Monday, September 11, 2023. Beginning the week of August 21, 2023, you will receive a new Shore United Bank card and a separate PIN mailer. Activate and begin using your new card any time **after 4:00 a.m. on Monday, September 11, 2023**, by following the instructions in the mailer.
- **Checks:** You may continue to use your Community Bank of the Chesapeake checks. To order new checks on or after Monday, September 11, 2023, visit shoreunitedbank.com and use the Check Order option, visit your local branch or call us at 1-877-758-1600.

### What is the insufficient funds charge for overdrafts?

The fee is \$35.00 for each item returned unpaid or paid into overdraft from a checking, savings, or money market

account. Refer to the Fee Schedule on page 28 for other fees and charges.

### If there aren't sufficient funds to pay an item on my account, will there be any change to what I will see in my account history?

Yes. If you have an item presented for payment and you don't have sufficient funds to cover it, you will no longer see the item reflected in your balance history in online banking or on your statement unless it is paid into overdraft. For situations involving returned items, you will only see the applicable fee in your account history.

You will continue to receive notices with the details of presented items.

### What happens when the date of my automatic transfer to another account including my loan payment falls on a weekend or holiday?

If your transfer date falls on a weekend or holiday, your account will be debited the business day **before vs. after** the scheduled transfer date. Please note this is a change from the current loan payment transfer process.



# PERSONAL ACCOUNTS

Your existing Community Bank of the Chesapeake personal account will convert to the following Shore United Bank Account.

																					
<b>NON-INTEREST BEARING CHECKING ACCOUNTS</b>																					
<b>Checking Perks</b> (between 25-50 years of age) <b>Premium Perks</b> (under 50 years of age)	<b>Regular Checking</b> <ul style="list-style-type: none"> <li>\$5.00 monthly service charge can be avoided with one of the following:               <ul style="list-style-type: none"> <li>Direct Deposit <b>OR</b></li> <li>\$500.00 average ledger balance<sup>1</sup> <b>OR</b></li> <li>\$1,500.00 combined deposit balance<sup>2</sup></li> </ul> </li> </ul>																				
<b>Checking Perks</b> (over 50 years of age) <b>Premium Perks</b> (over 50 years of age)	<b>50+ Checking</b> <ul style="list-style-type: none"> <li>No monthly service charge</li> <li>Age restricted account available to owners 50 years or older</li> </ul>																				
<b>Checking Perks</b> (under 25 years of age)	<b>Student Checking</b> <ul style="list-style-type: none"> <li>No monthly service charge for students up to age 25</li> <li>No foreign ATM fees. Surcharge free access to more than 55,000 ATMs through the Allpoint® Network</li> </ul>																				
<b>INTEREST BEARING CHECKING ACCOUNTS</b>																					
<b>Perks At Work @ Work Checking</b> (Employer-Sponsored Program)	<b>Perks At Work Checking</b> (Employer-Sponsored Program) <ul style="list-style-type: none"> <li>No minimum balance</li> <li>Interest bearing</li> <li>First order of checks free</li> <li>First year free SDB</li> <li>No foreign ATM fees. Surcharge free access to more than 55,000 ATMs through the Allpoint® Network</li> <li>Free financial checkup</li> </ul>																				
<b>Platinum Perks</b> <b>Elite Perks</b>	<b>Interest Checking</b> <ul style="list-style-type: none"> <li>\$8.00 monthly service charge can be avoided with one of the following:               <ul style="list-style-type: none"> <li>Direct Deposit <b>OR</b></li> <li>\$1,500.00 average ledger balance<sup>1</sup> <b>OR</b></li> <li>\$5,000.00 combined deposit balance<sup>2</sup></li> </ul> </li> <li>Interest earned depends on account balance:               <table border="0"> <tr> <td>• Tier 1</td> <td>\$0.01</td> <td>-</td> <td>\$1,499.99</td> </tr> <tr> <td>• Tier 2</td> <td>\$1,500.00</td> <td>-</td> <td>\$4,999.99</td> </tr> <tr> <td>• Tier 3</td> <td>\$5,000.00</td> <td>-</td> <td>\$24,999.99</td> </tr> <tr> <td>• Tier 4</td> <td>\$25,000.00</td> <td>-</td> <td>\$99,999.99</td> </tr> <tr> <td>• Tier 5</td> <td>\$100,000.00</td> <td>-</td> <td>and over</td> </tr> </table> </li> </ul>	• Tier 1	\$0.01	-	\$1,499.99	• Tier 2	\$1,500.00	-	\$4,999.99	• Tier 3	\$5,000.00	-	\$24,999.99	• Tier 4	\$25,000.00	-	\$99,999.99	• Tier 5	\$100,000.00	-	and over
• Tier 1	\$0.01	-	\$1,499.99																		
• Tier 2	\$1,500.00	-	\$4,999.99																		
• Tier 3	\$5,000.00	-	\$24,999.99																		
• Tier 4	\$25,000.00	-	\$99,999.99																		
• Tier 5	\$100,000.00	-	and over																		

# PERSONAL ACCOUNTS

Continued

Your existing Community Bank of the Chesapeake personal account will convert to the following Shore United Bank Account.

																													
<b>INTEREST BEARING CHECKING ACCOUNTS</b>																													
<b>Money Market Index Account</b>	<b>Money Market</b> <ul style="list-style-type: none"> <li>\$8.00 monthly service charge if average ledger balance<sup>1</sup> is &lt;\$2,500.00</li> <li>Interest earned depends on account balance:               <table border="0"> <tr> <td>• Tier 1</td> <td>\$0.01</td> <td>-</td> <td>\$24,999.99</td> </tr> <tr> <td>• Tier 2</td> <td>\$25,000.00</td> <td>-</td> <td>\$99,999.99</td> </tr> <tr> <td>• Tier 3</td> <td>\$100,000.00</td> <td>-</td> <td>\$249,999.99</td> </tr> <tr> <td>• Tier 4</td> <td>\$250,000.00</td> <td>-</td> <td>\$499,999.99</td> </tr> <tr> <td>• Tier 5</td> <td>\$500,000.00</td> <td>-</td> <td>\$999,999.99</td> </tr> <tr> <td>• Tier 6</td> <td>\$1,000,000.00</td> <td>-</td> <td>\$1,499,999.99</td> </tr> <tr> <td>• Tier 7</td> <td>\$1,500,000.00</td> <td>-</td> <td>and over</td> </tr> </table> </li> </ul>	• Tier 1	\$0.01	-	\$24,999.99	• Tier 2	\$25,000.00	-	\$99,999.99	• Tier 3	\$100,000.00	-	\$249,999.99	• Tier 4	\$250,000.00	-	\$499,999.99	• Tier 5	\$500,000.00	-	\$999,999.99	• Tier 6	\$1,000,000.00	-	\$1,499,999.99	• Tier 7	\$1,500,000.00	-	and over
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• Tier 7	\$1,500,000.00	-	and over																										
<b>Premium Money Market</b>	<b>Premium Money Market</b> <ul style="list-style-type: none"> <li>No change to rate tiers or fees at this time</li> </ul>																												
<b>INDIVIDUAL RETIREMENT ACCOUNTS (IRA)</b>																													
<b>IRA CD</b>	<b>IRA CD</b> <ul style="list-style-type: none"> <li>Current terms and conditions will continue until maturity</li> <li>You will receive a notice prior to maturity with new account terms</li> <li>10- day grace period</li> </ul>																												
<b>Statement IRA</b>	<b>IRA Savings</b> <ul style="list-style-type: none"> <li>No change to fees at this time</li> </ul>																												
<b>Money Market Index IRA</b>	<b>Money Market IRA</b> <ul style="list-style-type: none"> <li>No change to fees at this time</li> <li>Interest earned depends on account balance:               <table border="0"> <tr> <td>• Tier 1</td> <td>\$0.01</td> <td>-</td> <td>\$24,999.99</td> </tr> <tr> <td>• Tier 2</td> <td>\$25,000.00</td> <td>-</td> <td>\$99,999.99</td> </tr> <tr> <td>• Tier 3</td> <td>\$100,000.00</td> <td>-</td> <td>\$249,999.99</td> </tr> <tr> <td>• Tier 4</td> <td>\$250,000.00</td> <td>-</td> <td>\$499,999.99</td> </tr> <tr> <td>• Tier 5</td> <td>\$500,000.00</td> <td>-</td> <td>\$999,999.99</td> </tr> <tr> <td>• Tier 6</td> <td>\$1,000,000.00</td> <td>-</td> <td>\$1,499,999.99</td> </tr> <tr> <td>• Tier 7</td> <td>\$1,500,000.00</td> <td>-</td> <td>and over</td> </tr> </table> </li> </ul>	• Tier 1	\$0.01	-	\$24,999.99	• Tier 2	\$25,000.00	-	\$99,999.99	• Tier 3	\$100,000.00	-	\$249,999.99	• Tier 4	\$250,000.00	-	\$499,999.99	• Tier 5	\$500,000.00	-	\$999,999.99	• Tier 6	\$1,000,000.00	-	\$1,499,999.99	• Tier 7	\$1,500,000.00	-	and over
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<b>CERTIFICATES OF DEPOSITS (CDs)</b>																													
<b>CD</b>	<b>CD</b> <ul style="list-style-type: none"> <li>Current terms and conditions will continue until maturity</li> <li>You will receive a notice prior to maturity with new account terms</li> <li>10- day grace period</li> </ul>																												

# PERSONAL ACCOUNTS

Continued

Your existing Community Bank of the Chesapeake personal account will convert to the following Shore United Bank Account.

	
<b>SAVINGS ACCOUNTS</b>	
<b>Christmas Club</b>	<b>You Name It Savings</b> <ul style="list-style-type: none"> <li>• Unlimited automatic transfers to this account, transfers will continue until instructed otherwise</li> <li>• Balance of account disbursed to owner annually, on first business day after September 30th</li> <li>• \$10.00 early closeout fee if closed prior to annual disbursement</li> </ul>
<b>Statement Savings</b>	<b>Regular Savings</b> <ul style="list-style-type: none"> <li>• \$5.00 monthly service charge if average ledger balance<sup>3</sup> is &lt;\$100.00</li> </ul>
<b>Spirit Savings</b>	<b>Teen Savings</b> <ul style="list-style-type: none"> <li>• \$5.00 monthly service charge if average ledger balance<sup>3</sup> is &lt;\$25.00</li> <li>• Available to account owners under 18 years of age.</li> </ul>
<b>Kids Club</b>	<b>Kids Club</b> <ul style="list-style-type: none"> <li>• \$5.00 monthly service charge if average ledger balance<sup>3</sup> is &lt;\$25.00</li> <li>• Available to account owners under 13 years of age.</li> </ul>

<sup>1</sup>The average ledger balance is calculated by adding the principal in the account for each day of the statement period and dividing that figure by the number of days in the statement period.

<sup>2</sup>Combined relationship balances include checking, savings, money markets, certificates of deposit, or loans with the same ownership as the account.

<sup>3</sup>The account balance will be calculated using the average ledger balance to avoid a monthly service charge. The average ledger balance is calculated by adding the principal in the account for each day of the statement period and dividing that figure by the number of days in the statement period.

**See full account disclosures beginning on page 29.** All Shore United Bank deposits are insured for the same amount of FDIC insurance as your Community Bank of the Chesapeake deposits. If you have accounts with both Community Bank of the Chesapeake and Shore United Bank prior to the merger, those accounts will be considered separately insured for six months from the closing date of the merger (and possibly longer for certificates of deposits), as if the two banks are still operating separately, up to the limits determined by the account ownership and FDIC limits. For more information about the FDIC's rules after a merger, call toll-free 1-877-ASK-FDIC (1-877-275-3342) or visit [www.fdic.gov](http://www.fdic.gov). Closing date of the merger was July 1, 2023.

## Checking Accounts

### Account Activity

**If I write a check from my Community Bank of the Chesapeake account before the conversion and it has not cleared, will it be paid?**

Yes. Your checks will be paid if there are sufficient funds in your account. For your convenience, Community Bank of the Chesapeake checks will continue to clear without interruption.

### Account Statement

**When will I receive my account statement?**

You will receive a final paper account statement from Community Bank of the Chesapeake as of September 8, 2023. Shore United Bank will issue your account statement at the end of each month beginning September 30, 2023.

**Will I receive check images?**

If you currently receive check images you will continue to receive. If you do not receive check images and would like to, contact us at 877-758-1600 or visit a branch.

**Will I continue to receive statements electronically?**

**To continue receiving your statements electronically,** you will need to log in to online banking, select the eStatements tab, and follow the instructions. We encourage you to sign up for eStatements to save paper and reduce clutter, however there will no longer be a monthly charge for paper statements.

**We strongly recommend that you download your account statements from the Community Bank of the Chesapeake system prior to September 8, 2023.**

**Please Note:** Beginning September 11, 2023, prior statements may populate in waves. We appreciate your patience as we update our system.

## Perks Program/Perks At Work

**Will the Perks program continue to be offered with my checking account?**

Perks will continue to be offered with your current account through the Community Perk mobile app and BaZing.com through December 31, 2023. See the Account Chart on page 12 of this guide for more information about the benefits offered.

Beginning December 31, 2023, any lifestyle benefits that were previously attached to your account will be discontinued, including: \$10,000 of Travel Accidental Death Insurance, \$5,000 of Personal Identity Protection, Buyers Protection, Cell Phone Protection, Nationwide and Local Travel, Dining, Shopping & Entertainment Discounts, Roadside Assistance, Pharmacy Savings Program, Vision Care Savings Program and Hearing Savings Program will no longer be provided. Accordingly, your access to these benefits at BaZing.com and on the Community Perks mobile app and all supporting customer services associated with these benefits and your membership will be discontinued.

**Will the Perks At Work program that I opened with my employer continue to be offered with my checking account?**

The Perks At Work program will continue to be offered with your account through December 31, 2023. After December 31, 2023, the Perks At Work product will change. See the Account Chart on page 12 of this guide for more information about the benefits offered.

Beginning December 31, 2023, any lifestyle benefits that were previously attached to your account will be discontinued, including: \$10,000 of Travel Accidental Death Insurance, \$5,000 of Personal Identity Protection, Buyers Protection, Cell Phone Protection, Nationwide and Local Travel, Dining, Shopping & Entertainment Discounts, Roadside Assistance, Pharmacy Savings Program, Vision Care Savings Program and Hearing Savings Program will no longer be provided. Accordingly, your access to these benefits at BaZing.com and on the Community Perks mobile app and all supporting customer services associated with these benefits and your membership will be discontinued.

## Check Ordering

### **Will I need to order checks?**

You may continue to use your Community Bank of the Chesapeake checks until you need to reorder. To order new checks on or after Monday, September 11, 2023, visit shoreunitedbank.com and use the Order Checks option, visit your local branch, or call us at 1-877-758-1600.

## Overdraft Services

### **Will my current Overdraft Protection arrangement remain in place?**

Yes. Your current linked account(s) will remain the same and will transfer for overdraft purposes.

### **Is there a fee when a transfer occurs from my checking, savings, or money market account to cover an overdraft?**

Yes. There is a \$10.00 per transfer fee at the time of transfer. Please refer to the Consumer Overdraft Disclosure on page 50 for additional fees that may apply.

### **What increments will transfer from my linked checking, savings, or money market account in the event of an overdraft?**

The amount that will transfer will be the amount overdrawn plus any applicable fee.

## Basic Overdraft – New Service

### **What is Basic Overdraft?**

Basic Overdraft is a discretionary offering in which we strive to pay your overdrawn items and charge our standard non-sufficient funds Overdraft Fee, currently \$35.00, for each item that is presented.

### **Transactions covered by our basic overdraft include:**

- Checks written to third parties
- Bill payment transactions
- Pre-authorized automatic debits
- Automated Clearing House (ACH) items

### **Will my account automatically receive Basic Overdraft?**

Subject to the eligibility criteria outlined in the Consumer Overdraft Service Disclosure on page 50 of this guide, you may automatically be enrolled in Basic Overdraft.

If you currently have overdraft protection set up to transfer from another account when insufficient funds occur on your account, **you will not automatically receive Basic Overdraft.**

Customers interested in changing to Basic Overdraft may call 1-844-327-7395 or visit a local Shore United Bank branch. A complete list of branch locations can be found on pages 4-5 of this guide or visit shoreunitedbank.com.

### **Can I opt-out of the Basic Overdraft?**

Yes. If you do not want this service and prefer to have your non-sufficient fund items returned and/or denied, simply call 1-844-327-7395 or visit any branch office location and we will remove this service from your account.

## Basic Overdraft Plus – New Service

### **What is Basic Overdraft Plus?**

Building upon our Basic Overdraft, this option covers all of the transactions the previous plan covers plus ATM withdrawals and everyday debit card transactions. We will strive to pay overdrawn items based on eligibility after receiving your affirmative consent.

Basic Overdraft Plus **requires customers to Opt-In to authorize overdraft coverage of everyday debit card transactions by calling 1-844-327-7395 or visiting a local Shore United Bank branch.** For more details refer to the Consumer Overdraft Service Disclosure on page 50 of this guide.

## Savings and Money Market Accounts

### **Account Statement**

### **When will I receive my account statement?**

You will receive a final paper account statement from Community Bank of the Chesapeake as of

September 8, 2023. Shore United Bank will issue your account statement at the end of each month beginning September 30, 2023.

### **Will I continue to receive statements electronically?**

To continue receiving your statements electronically, log in to online banking, select the eStatements tab, and follow the instructions.

**We strongly recommend that you download your account statements from the Community Bank of the Chesapeake system prior to September 8, 2023.**

**Please Note:** Beginning September 11, 2023, prior statements may populate in waves. We appreciate your patience as we update our system.

## Christmas Club Accounts

### **When will my Christmas Club funds be disbursed?**

The balance of your account will be disbursed on October 2, 2023. For subsequent years, funds will be disbursed on the first business day following September 30, 2023. For more details, please refer to the Product Chart on page 14 of this guide.

### **Account Statement**

### **When will I receive my account statement?**

You will receive a final paper account statement from Community Bank of the Chesapeake as of September 8, 2023. Shore United Bank will issue your account statement at the end of each month beginning September 30, 2023.

### **Will I continue to receive statements electronically?**

To continue receiving your statements electronically, log in to online banking, select the eStatements tab, and follow the instructions.

**We recommend that you download your account statements from the Community Bank of the Chesapeake system prior to September 8, 2023.**

**Please Note:** Beginning September 11, 2023, prior statements may populate in waves. We appreciate your patience as we update our system.

## Certificates of Deposit (CD)

### **Account Terms**

### **Will the rate on my CD change?**

Fixed rates will be honored until maturity.

### **Will the term on my CD change?**

Shore United Bank will honor all current terms until maturity.

### **When will I receive my account statement?**

You will receive a final paper account statement from Community Bank of the Chesapeake as of September 8, 2023. Shore United Bank will issue your account statements beginning September 30, 2023. You can also check your account balances in online banking.

## Individual Retirement Accounts (IRA)

### **Account Terms**

### **Will there be any changes to my IRA?**

IRA CD rates and terms will be honored until maturity. Please refer to the product chart on page 13 for additional information.

### **When will I receive my IRA account documents?**

Shore United Bank will provide you with an annual IRA statement beginning December 31, 2023. If you have a savings or money market IRA, you will continue to receive statements as you currently do. You can also check your account balances in online banking.

Shore United will provide all applicable tax documents for the year 2023 including your 1099-R, which is sent in January each year and your 5498, which is sent in May each year.

### **What will happen to my required minimum distribution (RMD) from my IRA?**

You will automatically receive your RMD in December 2023, if you have not already taken it from Community Bank of the Chesapeake. If you have satisfied your RMD elsewhere or plan to satisfy it elsewhere, please visit a Shore United Bank branch to elect a waiver of your RMD to ensure the funds aren't automatically issued to you.

### Can I change my automated IRA distribution?

Yes. Visit a Shore United Bank branch to complete the appropriate documentation to make this change.

### Who will provide my 2023 tax forms for contributions and distributions?

Shore United Bank will provide tax reporting on all IRA accounts.

### Wire Transfers

#### Will I need to complete a new wire transfer agreement?

No. However, a revised Wire Transfer Agreement is provided on page 52 of this guide.

#### How can I initiate a wire transfer from my account?

Customers can initiate wires by visiting their local branch. A complete list of branches can be found on pages 4-5 of this guide or visit shoreunitedbank.com.

#### Are wire transfers posted to my account the same day they are initiated?

- Outgoing or incoming wire transfers made or received by 4:00 p.m. on a business day (Monday- Friday) will be credited or debited that day.
- Outgoing or incoming wire transfers made after 4:00 p.m. will be credited or debited on the next business day.

#### Is there any reason a wire could be delayed or canceled?

If at any time a Shore United Bank employee is not able to communicate with a customer to verify wire instructions or amount, it is possible a wire could be canceled or delayed. Wires may also be canceled or delayed if we believe they are fraudulent, or if they're under review by the Office of Foreign Assets Control (OFAC).

### How can I receive incoming domestic wires?

Direct domestic wire transfers to:

#### Beneficiary Bank:

Shore United Bank  
18 E. Dover Street  
Easton, MD 21601

#### Routing Number:

052100932

#### Beneficiary:

Your Name  
Your Complete Physical Address

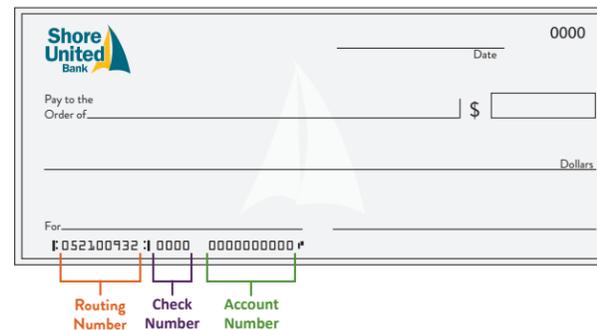
#### Beneficiary Account Number:

Your Shore United Bank Account Number

### How can I receive incoming international wires?

Visit or call your local Shore United Bank branch on or after September 11, 2023, for incoming international wires. For a complete list of branch locations see pages 4-5 in this guide or visit shoreunitedbank.com.

**To avoid any delays in receiving incoming wires, please provide your contacts with your new Shore United Bank routing number, 052100932 beginning September 11, 2023.**



### Safe Deposit Boxes

#### Will I need to complete a new Safe Deposit Box Lease agreement?

No. However, a revised Safe Deposit Box Lease Agreement is provided on page 54 of this guide.

#### What will happen to my safe deposit box?

No change. The contents of your safe deposit box are secure. Access to your safe deposit box will remain the same.

#### Will my safe deposit box number change?

No. Your safe deposit box number will not change however, your billing account number will change on or after September 11, 2023.

#### Will my safe deposit box fee change?

Your annual rental fee will remain the same at this time. Customers will be notified at annual renewal with any fee changes that may apply.

### Night Deposit

#### Will I need to complete a new Night Depository agreement?

No. However, a revised Night Depository Agreement is provided on page 58 of this guide.

#### What if I make a deposit through the night deposit during conversion weekend?

If you make a deposit using the night deposit after 3:00 p.m. Friday, September 8, 2023, through Sunday, September 10, 2023, it will be posted on Monday, September 11, 2023.

#### Will I be able to make night deposits at any Shore United Bank branch?

Night deposits may be made at any Shore United Bank branch beginning 3:00 p.m. on Friday, September 8, 2023. A night deposit box is available at each Shore United Bank branch location except for the following locations:

- 200 Westgate Circle, Annapolis, MD, 21401
- 19358 Miller Road, Rehoboth, DE 19971

### Debit and ATM Cards

Important Dates Debit/ATM Cards	
	<b>Beginning the week of August 21, 2023</b> – New Shore United Bank debit cards or ATM cards will be mailed to customers, to replace your current card(s). PIN mailer will follow in separate mailing. The automated PIN self-service number will no longer be available, please use the new PIN noted in the mailer. Beginning <b>September 11, 2023</b> , you can change your PIN by visiting a Shore United Bank branch or ATM.
	<b>Monday, September 11, 2023, 4:00 a.m.</b> <ul style="list-style-type: none"><li>- Community Bank of the Chesapeake debit and ATM cards automatically deactivate.</li><li>- Any time after 4:00 a.m. activate your new Shore United Bank debit or ATM card by following the instructions in the mailer. Securely destroy your Community Bank of the Chesapeake debit and ATM cards.</li><li>- Notify any merchants who are automatically debiting your account using your Community Bank of the Chesapeake debit card with your new Shore United Bank debit card number, expiration date and CVV code.</li></ul>
<b>Important Note:</b> You may use your Community Bank of the Chesapeake debit card to make purchases and withdraw cash at ATMs during the weekend of September 8, 2023, through 4:00 a.m. Monday, September 11, 2023.	

#### Will I need a new debit or ATM card?

Yes. While this may be a short-term inconvenience, we do need to reissue cards. Your new Shore United Bank card will be **mailed to you in a plain white envelope** with a separate PIN mailer to follow in a perforated white envelope beginning the week of August 21, 2023.

If you don't receive your new Shore United Bank card in the mail, you can visit any one of our branches on or after September 11, 2023, to get a new card issued to you, on the spot.

### Will my personal identification number (PIN) change?

Yes. You will receive your new PIN by mail in a perforated white envelope separate from your card. The automated PIN self-service number will no longer be available, please use the PIN in the mailer. **Beginning September 11, 2023**, you can change your PIN by visiting a Shore United Bank branch or ATM.

### When should I begin to use my new card?

You can activate your new Shore United Bank card any time **after** 4:00 a.m. on Monday, September 11, 2023, by following the instructions in the mailer.

### Will I have access to my account using my new Shore United Bank card during the weekend of September 8 through September 11, 2023?

You may use your Community Bank of the Chesapeake debit card to make purchases and withdraw cash at ATMs during the weekend of September 8 through 4:00 a.m. Monday, September 11, 2023. After 4:00 a.m., you will have access to your new accounts using your new Shore United Bank card to make purchases and withdraw funds at ATMs.

### Who do I call if my Shore United Bank card is lost or stolen?

Beginning 4:00 a.m. Monday, September 11, 2023, call 1-888-820-6840 and leave a message for a bank representative to contact you. After 8:00 a.m. on Monday, September 11, 2023, please call 1-888-758-4900.

### Will my ATM and debit card limits change?

The limits to point of sale transactions will change.

- **ATM CARD:** You may continue to withdraw up to \$500.00 through use of ATMs in any one day.
- **VISA DEBIT CARD:** You may continue to withdraw up to \$500.00 through use of ATMs in any one day.
- **POINT OF SALE LIMITATIONS:** You may purchase up to \$5,000.00 worth of goods or services in any one day.
- **DAILY TRANSACTION LIMITS:** There are no daily transaction limits.

### What will happen to my recurring payments currently in place with my Community Bank of the Chesapeake debit card?

Beginning Monday, September 11, 2023, we ask that you notify any merchants who are automatically debiting your account using your Community Bank of the Chesapeake debit card with your new Shore United Bank debit card number, expiration date and CVV code. To ensure these transactions continue to be posted you should make the changes before the next scheduled transaction. Debit transactions authorized using your Community Bank of the Chesapeake debit card will not be posted after September 11, 2023.

### Can my Shore United Bank debit card be enabled for Apple Pay, Google Pay and Samsung Pay?

Yes. Beginning September 11, 2023, **you will need to re-enroll your debit card** to continue using your digital wallet. Visit shoreunitedbank.com for more information about Digital Wallets.

### What if I have not received my new Shore United Bank card by September 11, 2023?

If you have not received your new Shore United Bank debit/ATM card or PIN mailer, please visit one of our locations on or after September 11, 2023. With our convenient Instant Issue Debit/ATM Cards, you will not have to wait to receive your card in the mail, you can leave any of our bank branches with your new debit or ATM card in hand.

### Will my debit card rewards continue to be offered?

Yes. Existing reward points will be transferred to your new Shore United Bank debit card.

### Will I continue to have access to card controls?

Yes. However, you no longer have access to the “Cards - My Cards” option within online banking. This service will be replaced with MyCardRules. MyCardRules gives you control on how, when and where your Shore United Bank debit card is used, through a mobile app. Similar to the Community Bank My Cards system, MyCardRules cardholders can:

- Turn your card on and off
- Be notified whenever your card is used to make a purchase
- Set card limits

To get started you will need to visit the Apple App Store or the Google Play Store on your device and search for “MyCardRules”. Download the app and follow the instructions to register your card and set up desired controls and notifications.

### Account Protection

#### How will my debit card be monitored for fraudulent activity?

Like the current Community Bank of the Chesapeake debit card monitoring, to help keep your accounts secure, your debit card activity will continue to be monitored 24/7 by Shore United Bank’s Fraud Center. If potential fraud is detected, our Fraud Center will temporarily freeze your card. The card will remain temporarily frozen while we contact you to confirm or deny fraud.

#### Here’s how the new debit card monitoring will work:

- When suspicious activity is identified, you will receive an immediate automated notification if we have your mobile phone number on file.
- If we don’t receive a response from the text message within a certain time frame, you will receive an email if we have your email address on file.
- If we don’t receive a response from the text or email, you will receive an automated phone call to confirm or deny fraud.

**Please note:** Our messages will **NEVER** ask you for your PIN or account number. Responding to the automated messages is the fastest way to confirm fraud or not fraud. If you respond not fraud, your card will automatically be unblocked and you can proceed with your transaction. You always have the option to speak with a Fraud Center or branch representative.

### ATM Network

#### How many ATMs will the combined banks offer?

You will now have access to more than 42 Shore United Bank ATMs in Maryland, Delaware and Virginia. Shore United Bank customers can continue to bank surcharge-free at more than 55,000 ATMs worldwide in the AllPoint® network. ATM location details can be found at shoreunitedbank.com or by downloading the Allpoint® app.

### When will the Community Bank of the Chesapeake ATMs transition to Shore United Bank?

Beginning the week of August 21, 2023, Community Bank of the Chesapeake ATMs will begin to transition and may be intermittently unavailable.

### Reloadable Prepaid Cards

#### Will there be any changes to my reloadable prepaid card?

No. There will be no changes to your current card. You can continue to use it without interruption, however you will receive a replacement card with the Shore United Bank’s name and logo, as your card expires.

Important Dates Online, Mobile Banking and Bill Pay	
	<b>Friday, September 8, 2023, 2:00 p.m.</b> Access to Community Bank of the Chesapeake Mobile Check Deposit will no longer be available.
	<b>Friday, September 8, 2023, 4:00 p.m.</b> Access to Community Bank of the Chesapeake Online and Mobile Banking will no longer be available.
	<b>Monday, September 11, 2023, 8:00 a.m.</b> Shore United Bank Online and Mobile Banking available to former Community Bank of the Chesapeake customers. Visit shoreunitedbank.com and follow the log in details in this guide.
<b>Please Note beginning Monday, September 11, 2023:</b> <ul style="list-style-type: none"><li>• Online activity (history, check images and statements) may populate in waves. We appreciate your patience as we update our system.</li><li>• eStatement customers will need to log in to online banking then select the eStatement tab and follow the instructions to continue to receive statements electronically.</li></ul>	

### When will my Community Bank of the Chesapeake Online and Mobile Banking end?

- You can access Community Bank of the Chesapeake Mobile Check Deposit until 2:00 p.m. on Friday, September 8, 2023.

- You can access Community Bank of the Chesapeake Online and Mobile Banking until 4:00 p.m. on Friday, September 8, 2023.

### When can I log in to Shore United Bank Online and Mobile Banking?

You can access Shore United Bank Online and Mobile Banking beginning at 8:00 a.m. Monday, September 11, 2023. **Before you can begin to use our mobile banking app you will first need to log in to online banking through a browser using the Community Bank First-Time Login link located on our home page shoreunitedbank.com.** After the initial log in, you can then access your accounts using our mobile banking app.

Please be aware that some activity (history and check images) may populate in waves. We appreciate your patience as we update our system.

### If I am a current online banking customer, how will I access my accounts the first-time through online banking?

- Visit shoreunitedbank.com and click on the Login option located on our homepage.
- From the drop-down menu, select the Community Bank First-Time Login option and follow the instructions. You will need to enter the following information:
  - Community Bank of the Chesapeake Login ID
  - SS# or tax ID
  - Account number
  - Date of birth
  - Complete the required information (change passcode, enter e-mail, add security Q&As)
  - Carefully read and accept the electronic disclosure & agreement

As an online banking customer, you will automatically have access to mobile banking **after you log in to online banking through a browser using the link located on the Shore United Bank home page.** After the initial log in, you can then access your accounts by downloading the Shore United Bank app in your app store and log in.

If you have trouble logging in to Shore United Bank after September 11, 2023, visit your local Shore United Bank office or call 1-888-820-6840, weekdays from 8:00 a.m. to 11:00 p.m. or send us a secure message using our Contact Us form located at shoreunitedbank.com.

### Is there a fee for basic online and mobile banking services with bill payment?

No. We do not charge for basic online banking access or bill payment service. Fees may apply for additional features. For more details refer to our fee schedule on page 28 of this guide.

### What will happen to my scheduled Community Bank of the Chesapeake Online Banking transactions?

- Internal and external transfers and payments will be processed until 4:00 p.m. on Friday, September 8, 2023.
- Internal and external future dated, and recurring transfers **may not** convert and **may need** to be reestablished by you. Transfers can be scheduled by selecting the *Move Money* option in online banking.
- On Monday, September 11, 2023, we suggest that you verify what transfers have converted by clicking on the 'Move Money' tab in online banking to confirm.

### When will transfers, loan payments, and mobile deposits made through online banking post to my account?

Transactions will post if they are completed before the cutoff times stated below:

- Mobile check deposits completed by 4:00 p.m.
- Internal Transfers completed by 6:00 p.m.
- Loan payments completed by 6:00 p.m.

Transactions completed after these stated times will be processed on the following business day.

**Please note:** The term business day means any day other than Saturday, Sunday or a federal holiday.

### Will my online information and payees be converted to Shore United Bank?

Yes. The following information will be converted to Shore United Bank Online Banking:

- Access ID (username/ID)
- Account history (up to 23 months)
- Loan history (up to 23 months)
- Bill payment payees, history, recurring payments and eBills

The following information will **NOT** be converted, and **action is required:**

- Alerts: To set alerts notifying you of important account activity, click on "Alerts" and then "Settings" in online banking.
- eStatements: **To continue receiving your statements electronically**, log in to online banking, select the "eStatements" tab and follow the instructions. **We strongly recommend that you download account statements from the Community Bank of the Chesapeake system prior to September 8, 2023.**
- Text banking: Customers who are enrolled in online banking with Shore United Bank can enroll in text banking by enrolling their phone number and mobile carrier. Carefully read and accept the mobile banking terms and conditions and select the Text Banking option. A 6-digit activation code will be sent to your mobile device to complete the enrollment process.
- Quicken and QuickBooks history will not automatically convert. Beginning September 11, 2023, customers will need to follow the instructions located on shoreunitedbank.com to ensure a smooth transition of your data.

### If I am NOT a current Community Bank of the Chesapeake Online Banking customer, how do I sign up for Shore United Bank Online and Mobile Banking?

Beginning Monday, September 11, 2023, you can visit shoreunitedbank.com or download our mobile app to enroll in online or mobile banking.

### Will I be able to send money directly to friends or family using Popmoney?

Beginning, Friday, September 8, 2023, Popmoney will no longer be available. You can transfer money directly to friends or family using Zelle®. Zelle® is a fast, safe, easy and free way to send and receive money. To get started you will need to log into Shore United Bank's Online Banking or Mobile app, navigate to the "Send Money with Zelle®" option under the Move Money tab. To enroll, accept the terms and conditions and follow the instructions. For more information about this service, visit shoreunitedbank.com.

### Will my Popmoney payees automatically convert to Zelle®?

Popmoney payees **will not** automatically convert. You will need to re-enroll your list of payees. For more information about sending and receiving money through Zelle®, visit shoreunitedbank.com.

### Is there a fee to use Zelle®?

There is no fee to use this service.

### Credit Cards

#### Will my Community Bank of the Chesapeake credit card convert to Shore United Bank?

Yes. Your Community Bank of the Chesapeake credit card will convert to Shore United Bank. The credit card program remains the same and you may continue to use your existing card. A new card will be issued on or before your card expiration date. If you have any questions, please contact 240-901-2019.

#### Will my automatic payment to my credit card from a converting Community Bank of the Chesapeake deposit account or from another financial institution continue?

Yes. Any automatic payments you currently have set up with Community Bank of the Chesapeake or another financial institution will continue without interruption.

### How will I pay my Community Bank of the Chesapeake credit card?

- Before September 11, 2023, you may continue to log in to the credit card portal located on the Community Bank of the Chesapeake website with your username and password to make a payment.
- After September 11, 2023:
  - Log in to the credit card portal located on the Shore United Bank website with your username and password to make your payment.
  - Enroll in Shore United Bank Online Banking with bill payment and create a payment.
  - Mail your payment to: Shore United Bank, PO Box 2338, Waldorf, MD 20604

### How can I access my credit card account information?

After September 11, 2023, get quick and secure access to your credit card account by using the Shore United Bank Credit Card app. The app allows you to make a payment check transaction history, report lost or stolen credit cards and receive transaction alerts. Visit shoreunitedbank.com for more information or visit the app store on your Apple or Android device to download the app.

### How can I apply for a Shore United Bank credit card?

Customers interested in applying for a new Shore United Bank credit card may apply by visiting shoreunitedbank.com.

### Home Equity, Personal and Auto Loans

## Important Dates Home Equity, Personal and Auto Loans



Loan balances will transfer to Shore United Bank system as of September 11, 2023. Make future payments to Shore United Bank.

### Will my loan account number change?

Your loan account number **WILL NOT** change.

### Will my loan terms change?

No. All loans were acquired by Shore United Bank pursuant to the merger. The loan terms as outlined in your loan documents will continue unless modified pursuant to the terms of those documents.

### What do I need to do?

- On or after September 11, 2023, you will need to change the Loss Payee/Mortgagee Clause on your insurance policy by contacting your insurance company and providing the following information:

Shore United Bank, N.A.- ISAOA/ATIMA  
P.O. Box 3444  
Coppell, TX 75019

If you receive a separate Mortgage Servicing Transfer Letter, use the mortgagee clause listed on the transfer letter.

In the event your home, hazard, flood or vehicle insurance lapses, Shore United Bank will obtain insurance on your behalf and your account will be charged.

### How will I access my home equity line of credit?

Customers can access their line of credit using one of the following options:

- Transfer through online banking
- Contact Loan Operations at 240-607-1005 weekdays from 8:00 a.m. to 4:30 p.m.
- Call or visit your account officer at your local branch

Customers can also request line of credit checks by contacting Loan Operations at 240-607-1005, weekdays from 8:00 a.m. to 4:30 p.m. after September 11, 2023.

### Will there be a change in how I make my loan payment?

If you:

- Receive a monthly statement, you will continue to receive a monthly statement for each account. Electronic billing statements will be available after September 11, 2023, through online banking. Please visit our website shoreunitedbank.com to opt in to receive electronic billing statements.
- Pay your loan by automatic transfer initiated by Community Bank of the Chesapeake, this service will continue for most without interruption. If there are not enough funds in your account to cover your scheduled payment a manual payment must be made.
- Use bill pay through another financial institution, please update your bill payer to: Shore United Bank, PO Box 949, Easton, MD 21601.
- Use an electronic transfer from another financial institution, please update your financial institution with the Shore United Bank routing number: **052100932**.
- To make payments in person, visit any of our convenient (42) branch locations.
- Make payments by mail, please mail to: Shore United Bank, PO Box 949, Easton, MD 21601.
- You may also make your loan payment using our telephone banking system by calling: 1-888-758-4900. Please note that you must have a Shore United Bank deposit account to use this service.

### How many days will I have from the time my statement is generated until my payment is due?

Statements will be generated 15-28 days before the payment due date. The first billing cycle may vary from previous cycles.

### Can I receive my loan statement electronically?

Yes. Customers who are enrolled in online banking can access their loan statement by first selecting the eStatements tab and preferences. From the drop-down menu select the accounts you wish to change from print to electronic.

### Who will provide my year-end tax forms for interest paid on my loan?

Shore United Bank will provide tax reporting on all loan activity from January 1 through December 31, 2023. Standard year-end tax forms can also be received electronically through online banking. Customers who are enrolled in online banking can access their loan tax form by first selecting the eStatements tab and preferences. From the tax form drop-down menu select electronic. Going forward you will receive all of your standard tax forms via the preference selected. If the tax form history is provided from the Community Bank of the Chesapeake, it will populate in waves. We appreciate your patience as we update our system.

### Can I apply for a new loan with Shore United Bank?

Yes. Consumer, home equity and mortgage loans may be applied for online. For more information about our loan options or to apply online, visit shoreunitedbank.com or call a local Shore United Bank office. A detailed list of branch locations is listed on pages 4-5 of this guide.

### If I have a question about my loan, who should I contact?

For additional questions, contact 240-607-1005, weekdays from 8:00 a.m. to 4:30 p.m. or by email: consumerservicing@shoreunitedbank.com.

## **Investment Services**

### **Does Shore United Bank offer investment services?**

Yes. Investment services\* are offered through Wye Financial Partners.

Wye Financial Partners is a financial services group offering full-service investment strategies and insurance solutions through our broker/dealer, LPL Financial. LPL Financial is the largest independent broker/dealer in the country\*\* and has been a source of ours for over 15 years.

Our team works as one group to offer all comprehensive financial strategies and exceptional service tailored to meet the individual and business needs of our clients. We are built around the character of our people and committed to the success of our clients and communities. Together, our team of experienced professionals are dedicated to helping our clients navigate toward their financial goals. For a free consultation call us at 410-763-8543, email: [info@wyefinancial.com](mailto:info@wyefinancial.com)

### **Will my brokerage and or investment account number change?**

Yes, your account numbers will change. Your current Advisor will contact you in the next few weeks to establish your new account(s).

### **Will my financial advisor remain the same?**

If you currently work with a professional from Community Wealth Advisors, you will keep the same advisor. Your Advisor will contact you in the next few weeks regarding changes to his/her contact information.

\*Securities and advisory services are offered through LPL Financial (LPL), a registered investment advisor and broker-dealer (member FINRA/SIPC). Insurance products are offered through LPL or its licensed affiliates. Shore United Bank N.A. and Wye Financial Partners are not registered as a broker-dealer or investment advisor. Registered representatives of LPL offer products and services using Wye Financial Partners, and may also be employees of Shore United Bank N.A. These products and services are being offered through LPL or its affiliates, which are separate entities from, and not affiliates of, Shore United Bank N.A. or Wye Financial Partners. Securities and insurance offered through LPL or its affiliates are:

<b>NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY NOT FDIC INSURED</b>		
<b>NO BANK GUARANTEE</b>	<b>NOT A BANK DEPOSIT</b>	<b>MAY LOSE VALUE</b>

\*\* As reported by Financial Planning magazine, 1996-2022, based on total revenue.

### **Will any of my investments change?**

No changes will be made to your investment accounts without your approval.

### **Will I have online access to my account?**

Users who have existing online account access with Infinex will continue to have access until the necessary paperwork is established. Your Advisor will contact you in the next few weeks to establish the necessary paperwork for online account access.

### **I have a scheduled monthly/quarterly distribution from my account, do I need to do anything?**

No, not at this time. Your Advisor will be contacting you in the next few weeks to establish your new account(s). No changes will be made to your scheduled distributions without your approval.

### **Will I continue to receive my brokerage and/or investment account statement at the same time each month?**

Yes, you will continue to receive your statement. Once we have established your new account, the statement mailing date may change. Your Advisor will be contacting you in the next few weeks to discuss changes to your account(s).

### **Who do I call if there is an error on my statement or my distribution is not made?**

You can continue to call your current Advisor.



**Account Services**

Check Printing .....	Cost varied based on the selected style
NSF - Overdraft Fee .....	\$35.00* per item
NSF - Returned Item Fee .....	\$35.00* per item
Stop Payment .....	\$35.00 per item
Multiple Monthly Statements per Account .....	\$5.00 per statement
Early Closeout Fee (accounts closed within 60 days of opening) .....	\$10.00 per account

\*An overdraft fee of \$35.00 will be charged per item for covering overdrafts created by check, in-person withdrawal or other electronic means. Fees on consumer accounts will not exceed \$175.00 per calendar day. These limits do not apply to non-consumer accounts. You will not be charged the NSF-Overdraft Fee or NSF-Returned Item Fee if the overdraft balance is \$-10.00 or less.

**Debit Card & ATM Services**

ATM Owned by Us .....	No Charge
ATM Not Owned by Us .....	No Charge
Withdrawal/Transfers (W/D SVC shown on statement) .....	\$2.00 per transaction (Surcharges may apply)
Balance Inquiry (INQ SVC shown on statement) .....	\$.75 per inquiry
Replacement of Lost/Damaged Card (One replacement card per year at no charge) .....	\$10.00 per card
International Transaction Fee .....	1% of the US dollar amount of transaction
POS Purchases (PINned) .....	No Charge
Signature Debit Transactions .....	No Charge

**Online Banking**

Consumer Access with Bill Pay .....	No Charge
Non-consumer Access with Bill Pay .....	No Charge
Stop Payment - Bill Pay Transaction .....	\$40.00 per item

**Research**

Account Research or Reconciliation Assistance .....	\$20.00 per hour
Check Copy .....	\$5.00 per item/page
Statement Copy .....	\$5.00 per statement

**Wire Transfers**

Incoming:	
Domestic .....	\$15.00 per wire
International .....	\$25.00 per wire
Outgoing:	
Domestic:	
Branch Initiated .....	\$35.00 per wire
Online .....	\$20.00 per wire
International:	
Branch Initiated .....	\$65.00 per wire
Online .....	\$55.00 per wire

**Miscellaneous Fees & Charges**

Cashier's Check .....	\$10.00 per check
Counter Checks/Deposit Tickets .....	\$1.00 per page
Gift Cards .....	\$3.95 per card
**Reloadable Prepaid Debit Card .....	\$4.95 per card
Foreign & Domestic Check Collections .....	\$10.00 plus cost
Garnishment, Attachment or Levy .....	\$150.00 per order
Subpoena of Bank Records .....	\$150.00 per order
Dormant Account Fees .....	\$5.00 per month
Undeliverable Mail Fee .....	\$5.00 per month
Safe Deposit Box Late Fee .....	\$10.00 per month
IRA Transfer to Another Institution .....	\$50.00 per plan
Commercial Analysis:	
Wrapped Coin Order .....	\$.20 per roll
Strapped Currency Order .....	\$1.00 per strap

**Services**

Photocopies .....	\$1.00 per page
Coin Counting (non-customers) .....	10% of total

Other fees may apply.

Throughout these agreements and disclosures, these terms have the following meaning:

- “You”, “your”, “account owner”, and “party” refer to any person or entity (whether joint or individual) named on the account.
- “We”, “our”, “us” and “bank” and “financial institution” refer to Shore United Bank.

**Truth in-Savings Product Disclosures Below Apply to All Account Types**

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee may be assessed against your account if you have not made a deposit or withdrawal from the account for one year.

**PROCESSING ORDER.** All credit transactions are processed first. Debits, or withdrawals, from your account will be processed in the following order: First we will process items submitted electronically or any electronic transfers, then checks cashed by our employees or that you have written to us, finally, any additional items will be paid from lowest to highest dollar amount. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. We use the Actual (Ledger) Balance method as described in your Deposit Account Agreement to determine if there are insufficient funds in your account.

**FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request. There will be a \$10.00 early closeout fee if the account is closed within 60 days of opening.

**Truth in-Savings Product Disclosures Account Specific**

**Regular & Student Checking**

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- To avoid a monthly service charge of \$5.00 you must maintain an average ledger balance of \$500.00 in this account or a minimum combined balance of \$1,500.00 in checking, savings, money market, certificate of deposit or loans with the same ownership as this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the statement period and dividing that figure by the number of days in the statement period.
- Monthly service charge fee will be waived for the following: ACH Direct Deposit and Student Accounts up to age 25.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**OVERDRAFT SERVICES.** Please see supplemental disclosure for important information regarding our Overdraft Services.

**50+ Checking**

**ELIGIBILITY REQUIREMENTS.**

- The 50+ Checking account is available to consumers age 50 or above.
- No minimum account balance, unlimited check writing privileges and no monthly service charges. Account holders receive free cashier's checks, statement reconciliation service, and basic checks.

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**OVERDRAFT SERVICES.** Please see supplemental disclosure for important information regarding our Overdraft Services.

**Interest Checking**

**RATE INFORMATION.** This is a variable rate account. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change. To obtain the current rate(s) and annual percentage yield information, please call (410) 822-1400 or (877) 758-1600.

**Tiered Rates.** The interest rate will be paid on the entire balance of your account.

- Tier 1 \$0.01 -\$1,499.99
- Tier 2 \$1,500.00 -\$4,999.99
- Tier 3 \$5,000.00 -\$24,999.99
- Tier 4 \$25,000.00 -\$99,999.99
- Tier 5 \$100,000 -and over

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to your account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- To avoid a monthly service charge of \$8.00 you must maintain an average ledger balance of \$1,500.00 in this account or a minimum combined balance of \$5,000.00 in checking, savings, money market, certificate of deposit or loans with the same ownership as this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the calendar month and dividing that figure by the number of days in the calendar month.
- Monthly service charge fees will be waived for the following: ACH Direct Deposit
- You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**OVERDRAFT SERVICES.** Please see supplemental disclosure for important information regarding our Overdraft Services.

**Perks At Work Checking****ELIGIBILITY REQUIREMENTS.**

- The Perks At Work Checking account is available to employees of participating employers.
- Account features include no minimum account balance, no monthly service charges, a free safe deposit box for the first year of the lease, the first order of checks free, no foreign ATM fees, and a free financial checkup.

**RATE INFORMATION.** This is a variable rate account. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change. To obtain the current rate(s) and annual percentage yield information, please call (410) 822-1400 or (877) 758-1600.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the calendar month and dividing that figure by the number of days in the calendar month.
- You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**Money Market**

**RATE INFORMATION.** This is a variable rate account. The interest rate listed in each tier will be paid on the entire balance in your account. Your interest rate and annual percentage yield may change. To obtain the current rate(s) and annual percentage yield information, please call (410) 822-1400 or (877) 758-1600.

**Tiered Rates.** The interest rate will be paid on the entire balance of your account.

- Tier 1 \$0.01 - \$24,999.99
- Tier 2 \$25,000.00 - \$99,999.99
- Tier 3 \$100,000.00 - \$249,999.99
- Tier 4 \$250,000.00 - \$499,999.99
- Tier 5 \$500,000.00 - \$999,999.99
- Tier 6 \$1,000,000.00 - \$1,499,999.99
- Tier 7 \$1,500,000.00 - and over

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- To avoid a monthly service charge of \$8.00 you must maintain an average ledger balance of \$2,500.00 in this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the calendar month and dividing that figure by the number of days in the calendar month.
- You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**Regular Savings**

**RATE INFORMATION.** This is a variable rate account. Your interest rate and annual percentage yield may change. To obtain the current rate(s) and annual percentage yield information, please call (410) 822-1400 or (877) 758-1600.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- To avoid the monthly service charge of \$5.00 you must maintain an average ledger balance of \$100.00 in this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the calendar month and dividing that figure by the number of days in the calendar month.
- You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** No transactions limitations apply to this account.

**Teen Savings****ELIGIBILITY REQUIREMENTS.**

- The Teen Savings account is available to consumers under 18 years of age.

**RATE INFORMATION.** This is a variable rate account. Your interest rate and annual percentage yield may change. To obtain the current rate(s) and annual percentage yield information, please call (410) 822-1400 or (877) 758-1600.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** No transactions limitations apply to this account.

**MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- To avoid the monthly service charge of \$5.00 you must maintain an average ledger balance of \$25.00 in this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the calendar month and dividing that figure by the number of days in the calendar month.
- You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

## [Kids Club](#)

**ELIGIBILITY REQUIREMENTS.** The Kids Club account is available to consumers age 12 or younger. Once the account owner reaches 13 years of age, you will be contacted regarding changing the type of account.

**RATE INFORMATION.** This is a variable rate account. Your interest rate and annual percentage yield may change. To obtain the current rate(s) and annual percentage yield information, please call (410) 822-1400 or (877) 758-1600.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will receive the accrued interest.

### **ELIGIBILITY REQUIREMENTS.**

- The Kids Club account is available to consumers age 12 or younger. Once the account owner reaches 13 years of age, you will be contacted regarding changing the type of account.

### **MINIMUM BALANCE REQUIREMENTS.**

- You must deposit \$20.00 to open this account.
- To avoid a monthly service charge of \$5.00 you must maintain an average ledger balance of \$25.00 in this account.
- The average ledger balance is calculated by adding the principal in the account for each day of the calendar month and dividing that figure by the number of days in the calendar month.
- You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** No transactions limitations apply to this account.

## [MARYLAND DEPOSIT ACCOUNT AGREEMENT](#)

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- “You,” “your,” “account owner,” and “party” refer to the depositor (whether joint or individual) named on the account.
- “We,” “our,” and “us” refer to the financial institution.
- The acronym “NOW” means Negotiable Order of Withdrawal.
- “Item” or “items,” as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- “Debit transactions,” “debit,” or “debits” refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- “Credit transactions,” “credit,” or “credits” refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** You understand the following Account Agreement (“Agreement”) governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure (“Disclosures”), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**GENERAL RULES.** The following rules apply to all types of accounts:

**1. Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any item you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**3. Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

**4. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process (“Claim(s)”), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**5. Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys’ fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

**6. Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

**7. Joint, Trust, Fiduciary and Custodial Accounts.** You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

**8. Joint Account.** If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**9. Joint Account With/Without Right of Survivorship.** If this is a [joint account with right of survivorship](#), on the death of one of the account holders, that person’s interest in the account immediately vests in the surviving joint account holder(s) as their separate property. If this is a [joint account without right of survivorship](#) and we receive written notice of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.

**10. In Trust For or Payable on Death Account.** If this account is noted as an In Trust For or Payable on Death account, the trustee(s) may change the named beneficiary(ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary(ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary(ies) is only entitled to the amount that is in the trust after all of the trustee’s(s’) outstanding debits and items have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary’s(ies’) death shall terminate the trust and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent.

**11. Custodial Account.** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian “as custodian for (name of minor) under the Uniform Transfers to Minors Act”. There may be up to two custodians and one minor as beneficiary for each minor account.

**12. Power of Attorney.** If you wish to name a convenience person(s) to act as your agent(s) in connection with your account, we may use the form of appointment found on the signature card or some other appropriate form. Your convenience person(s) may make account transactions for you and will be authorized to draw upon funds in the account for your convenience. The convenience person(s) will have no ownership right or interest in this account. Upon your death, the agency shall terminate and any funds remaining on deposit belonging to you shall become the property of your estate or such other person(s) who may be entitled, depending on the type of account. The designation of a person as a convenience person on the account shall be deemed to be a durable power of attorney, and the agent shall continue to have power after your disability. The agent may act for a disabled party until the authority of the agent is terminated. We are not liable for any payment or withdrawal made to or by an agent for a deceased or disabled depositor unless we had actual knowledge and a reasonable time to act upon the notice of the disability or death at the time payment was made.

**13. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**14. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the item or (2) pay the item at our discretion.

**Available Balance.** We may use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay an Item or Debit.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to the National Automated Clearing House Association (“Nacha”) Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or re-presentation of a check, which means you may incur multiple nonsufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**Actual (Ledger) Balance.** We may use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay an item or debit transaction and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay an Item or Debit.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you nonsufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for nonsufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

Our policy may be that we use an available balance to determine if we will pay a debit or item and use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

**15. Processing Order.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

**16. Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**17. Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

**18. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**19. Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

**20. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**21. Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver’s license or other personal identification card, or we may receive an image or make a copy of your driver’s license or other personal identification card.

We may store or retain this information to the extent permitted by law.

**22. Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**23. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**24. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**25. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House (“ACH”) entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the (“Nacha”) Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**26. Stop Payments.** Stop Payments on Checks. If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

**27. Checks.** All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**28. Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items (“ECI”) are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**29. Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**30. Remote Deposit Capture.** Remote deposit capture (“RDC”) allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, “for mobile deposit only.”

**31. Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**32. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**33. Verifying Funds Availability for Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

**34. Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us for a minimum of 30 days and will be destroyed thereafter. If you elect not to receive canceled checks on a regular basis, we shall, upon your request, return any check or check facsimile that you require for tax audits or litigation at no cost to you. In all other instances, at your request, we shall provide a minimum of 2 checks or check facsimiles per month at no cost to you. Please refer to our current fee schedule for additional charges that you may be responsible for. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**35. Remotely Created Checks.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor’s express, verifiable authorization for any such check.

**36. Statements.** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**37. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory’s own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**38. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are “two signatures required”, “must be presented within 90 days” or “not valid for more than \$1,000.00.”

**39. Our Waiver of Rights.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**40. Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts:

## CHECKING AND NOW ACCOUNTS

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

## MONEY MARKET AND SAVINGS ACCOUNTS

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Transaction Limitations.** Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

**Restrictions on Money Market and Savings Accounts.** If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

**No Restrictions on Money Market and Savings Accounts.** If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

## SAVINGS ACCOUNTS

**Passbooks.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

## CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield (“APY”), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior To Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

**Early Withdrawal Penalty.** Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account’s maturity date. The method for determining that penalty is described in the Disclosures.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account’s status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

## VIRGINIA DEPOSIT ACCOUNT AGREEMENT

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

1. “You,” “your,” “account owner,” and “party” refer to the depositor (whether joint or individual) named on the account.
2. “We,” “our,” and “us” refer to the financial institution.
3. The acronym “NOW” means Negotiable Order of Withdrawal.
4. “Item” or “items,” as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
5. “Debit transactions,” “debit,” or “debits” refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
6. “Credit transactions,” “credit,” or “credits” refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** You understand the following Account Agreement (“Agreement”) governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure (“Disclosures”), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**GENERAL RULES.** The following rules apply to all types of accounts:

1. **Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular items as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any item you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.
2. **Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

3. **Set-offs and Security Interest.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called “set-off”) and under this Agreement (by which you grant us security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right to set-off.
4. **Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process (“Claim(s)”), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.
5. **Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys’ fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.
6. **Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.
7. **Joint, Trust, Fiduciary and Custodial Accounts.** You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.
8. **Individual Account.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party’s estate. If we are uncertain of who should receive a payment under this Agreement or if we have actual knowledge of a dispute between you and any other person claiming an interest in the account, we may refuse to make a payment to you. If we do so, we will notify you and all other persons claiming an interest in writing for the basis of our refusal, and we may continue to refuse the payment until we receive consent from all interested parties or we make a payment pursuant to a court order. We will not be liable if we refuse to make a payment to you from your account.
9. **Joint Account.** If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.
10. **Joint Account With/No Right of Survivorship.** If this account is noted as a joint account with survivorship, on the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. In the event this account is designated as a joint account – no survivorship and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. You may only change the form of the account by a written order given to us by a person named on the account which orders us to change the form of the account or to stop or vary payment under the terms of the account. The order or request must be signed by a person named on the account, received by us during that person’s lifetime, and not countermanded by other written order of the same person during his or her lifetime.
11. **In Trust For or Payable on Death Account.** If this account is noted as an In Trust For or Payable on Death account, the trustee(s) may change the named beneficiary(ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary(ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary(ies) is only entitled to the amount that is in the trust after all of the trustee’s(s’) outstanding debits and items have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary’s(ies’) death shall terminate the trust and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent.
12. **Custodial Account.** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian “as custodian for (name of minor) under the Uniform Transfers to Minors Act”. There may be up to two custodians and one minor as beneficiary for each minor account.
13. **Authorized Signer (Agent) Designation.** If you designate an agent, your named agent may make account transactions for you but has no ownership or rights at death unless named as a Payable on Death beneficiary or named as an In Trust For beneficiary, if applicable. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent’s authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent’s authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent’s authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.
14. **Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.
15. **Payment of Interest.** For interest bearing accounts, interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

- 16. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures. We also reserve the right to impose a service charge for cashing checks and other items drawn on your account if the person cashing the check or item is not a customer of this financial institution.
- 17. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

**Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to National Automated Clearing House Association (“Nacha”) Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the **check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds. Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item for Non-Sufficient Funds.** If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission or re-presentation of a debit or item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

- 18. Processing Order.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.
- 19. Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.
- 20. Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.
- 21. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.
- 22. Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds,

instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

- 23. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.
- 24. Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver’s license or other personal identification card, or we may receive an image or make a copy of your driver’s license or other personal identification card. We may store or retain this information to the extent permitted by law.
- 25. Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.
- 26. Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.
- 27. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.
- 28. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House (“ACH”) entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

- 29. Real-Time Payments.** We may offer real-time payment services for you to send or receive certain payments or payment-related messages through a real-time payments system. Real-time payments are credit transfers that enable you to send and receive funds with near immediacy twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These transfers are subject to transaction value limits (e.g., \$100,000) and settlement is final and irrevocable.

Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

- 30. Stop Payments.**

**Stop Payments on Checks.** If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require

additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

31. **Checks.** All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.
32. **Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items (“ECI”) are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.
33. **Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.
34. **Remote Deposit Capture.** Remote deposit capture (“RDC”) allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, “for mobile deposit only.”
35. **Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.
36. **Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.
37. **Verifying Funds Availability for Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.
38. **Check Safekeeping.** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.
39. **Remotely Created Checks.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor’s express, verifiable authorization for any such check.
40. **Statements.** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us

after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

41. **Electronic Statements and Notices.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.
42. **Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine. If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory’s own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

43. **Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are “two signatures required”, “must be presented within 90 days” or “not valid for more than \$1,000.00.”
44. **Our Waiver of Rights.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege
45. **Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.
46. **Death or Incompetency.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**ACCOUNT SPECIFIC PROVISIONS.** In addition to the General Rules, the following rules apply to specific types of accounts:

#### CHECKING AND NOW ACCOUNTS

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

#### MONEY MARKET AND SAVINGS ACCOUNTS

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Transaction Limitations.** Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

**Restrictions on Money Market and Savings Accounts.** If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

**No Restrictions on Money Market and Savings Accounts.** If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

## SAVINGS ACCOUNTS

**Passbooks.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

## CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield (“APY”), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY. Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

**Early Withdrawal Penalty.** Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account’s maturity date. The method for determining that penalty is described in the Disclosures.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account’s status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in a transaction account by the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below. For purposes of this disclosure, the terms “you” / “your” refer to the customer and the terms “our” / “we” / “us” refer to Shore United Bank.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. 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.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term “Business Day” means any day other than a Saturday , Sunday or federally declared legal holiday , and the term “Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business 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 close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**AVAILABILITY SCHEDULE.** Our policy is to make funds from your cash and check deposits available to you by 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 them to pay checks that you have written.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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 \$225.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, 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.

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

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**HOLDS ON OTHER FUNDS FOR CHECK CASHING.** If we cash a check for you that is drawn on another financial institution, 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.

**HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT.** If we accept for deposit a check that is drawn on another financial institution, 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.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules may 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 by the first Business Day after the day of 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 by 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 deposit.

**Other Check Deposits.** Funds from all other check deposits will be available by the ninth Business Day after the day of deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U. S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 3:00 pm on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 3:00 pm or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**ADDITIONAL ATM INFORMATION.** We allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines. Cash deposits may also be made at Allpoint®+ network ATMs.

**Deposits are not accepted at the following ATMs:**

- |                                      |   |
|--------------------------------------|---|
| > Bryans Road Branch ATM             | > Charlotte Hall Branch ATM                   |
| > Dover Governors Ave Branch ATM     | > Dunkirk Branch ATM                          |
| > Fredericksburg Downtown Branch ATM | > Fredericksburg Harrison Crossing Branch ATM |
| > La Plata Branch ATM                | > La Plata – Downtown Branch ATM              |
| > Leonardtown Branch ATM             | > Lexington Park Branch ATM                   |
| > Lusby Branch ATM                   | > Prince Fredrick Branch ATM                  |
| > Waldorf (Main Office) Branch ATM   |   |

## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

**PURPOSE OF THIS DISCLOSURE.** For purposes of this disclosure and agreement the terms “we”, “us”, and “our” refer to Shore United Bank. The terms “you” and “your” refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card (hereinafter referred to collectively as “ATM Card”) or VISA® Debit Card (hereinafter referred to collectively as “Debit Card”) at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Shore United Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**ATM CARD SERVICES.** The services available through use of your ATM card are described below.

ATM CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, and consumer lines of credit that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

**VISA® DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, DirectLines, and Checkloans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your card at any merchant that accepts Visa® debit cards for the purchase of goods and services.
- PIN-LESS DEBIT TRANSACTIONS - Visa®. When you use your card on the STAR (or other networks that may be designated from time to time) network(s) the transaction may be processed as a debit transaction without requiring PIN authentication (“PIN-less”). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. The provisions of the Visa® cardholder agreement that relate only to Visa® transactions are not applicable to non-Visa® transactions.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

**ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your ATM Card or Debit Card through the following network(s): STAR, PLUS, CIRRUS, and any ATM networks identified on your ATM or VISA® Debit card or such other networks we may designate from time to time.

**ATM 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.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as “Participating Merchants”). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as “Point of Sale” transactions and will cause your “designated account” to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- VISA® Debit Card: your Primary Account

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**CURRENCY CONVERSION - Visa®.** When you use your card with the Visa® logo 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 a rate selected by Visa® from a 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, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING.** You may perform the following functions through use of Telephone Banking:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), loan account(s), Certificates of Deposit, and IRA(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, and consumer lines of credit that you have with us.

In addition, you may perform other transactions such as: verify the date and amount of your direct deposit and determine if a particular check has cleared your account.

You may change your Telephone Banking PIN via telephone.

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING.** Shore United Bank offers its customers use of our Online Banking service.

- View account balances, actual statements, account history
- Transfer funds between accounts
- Pay bills electronically
- Request check reorder
- Send and receive secure electronic messages
- Set up alerts
- Person to Person Payments (P2P) – Limit of \$500 per day, \$3,000 per period (rolling 30 days), \$1,500 in outstanding pending payments
- Mobile Banking – Mobile Check Deposits – Deposit limit of \$5,000.00 per day
- eStatements

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

**LIMITATIONS ON TRANSACTIONS**

**TRANSACTION LIMITATIONS - ATM CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

**TRANSACTION LIMITATIONS - VISA® DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$5,000.00 worth of goods or services in any one day through use of our Point of Sale service.

**OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s) or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.
- We do not accept any transactions originated or passing through certain geographic locations known or associated with a high degree of fraudulent activity. For current restrictions please contact the Bank.

**NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

**RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** 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 888-820-6840 or 888-758-4900 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER (“PIN”).** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Shore United Bank immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM.

## RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:	410-820-6840 or 888-820-6840
or write to:	Shore United Bank Deposit Operations 28969 Information Lane Easton, MD 21601

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at:	410-820-6840 or 888-820-6840 (8:30 AM - 5:00 PM EST)
or write to:	Shore United Bank Deposit Operations 28969 Information Lane Easton, MD 21601

You may also deactivate your lost or stolen VISA® Debit or ATM card by calling 888-297-3416.

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

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code 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 money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING VISA® DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under “Consumer Liability” above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under “Consumer Liability” above.

**ILLEGAL USE OF VISA® DEBIT CARD.** You agree not to use your VISA® Debit Card for any illegal transactions, including internet gambling and similar activities.

**CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at:	410-820-6840 or 888-820-6840
or write to:	Shore United Bank Deposit Operations 28969 Information Lane Easton, MD 21601

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Shore United Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa®’s cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

## CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

We reserve the right to impose a fee and to change fees upon notice to you.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Shore United Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**SAFETY PRECAUTIONS FOR ATM TERMREAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Be aware of your surroundings when using an ATM, particularly during the hours of darkness.
- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- Be accompanied by another person when using an ATM during the hours of darkness or if using an ATM in an isolated area. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else’s view from behind.
- Use another ATM or return at a later time if anything suspicious is noticed.

- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- Immediately report all crimes to the operator of the ATM and to local law enforcement officials.

## ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Shore United Bank. You agree not to reveal your PIN to any person not authorized by you to access your account.

References to the Visa® Debit Card made throughout the Electronic Fund Transfer Disclosure and Agreement are not applicable to the Health Savings Account (HSA) Visa® Debit Card.

## CONSUMER OVERDRAFT SERVICES DISCLOSURE

Our mission is your success and paying attention to your financial needs is our top priority. We believe it is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize from time to time you may not have sufficient funds in your account to cover transactions presented for payment. As a benefit to our customers, we offer these useful overdraft services to cover you in the event that you overdraw your checking account: Basic Overdraft, Basic Overdraft Plus, Overdraft Transfer, Overdraft Line of Credit (Checkloan) and Personal Line of Credit (DirectLine).

**BASIC OVERDRAFT** – Basic Overdraft is a discretionary service we add to your checking account to cover overdrafts, subject to the eligibility criteria as explained below. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds, and any discretionary payment of any non-sufficient fund item does not obligate us to pay any additional non-sufficient fund item or to provide prior written notice of our decision to refuse to pay any additional non-sufficient fund item.

When we pay overdraft items for you, you will be charged our standard Overdraft Fee, currently \$35.00, **for each** item that is presented. Both the amount of the overdraft item(s) and all applicable fees, including but not limited to Overdraft Fee(s), will be included in the overdraft amount.

**Transactions Covered** – Transactions covered by our Basic Overdraft service includes all checks you have written to third parties, bill payment transactions, pre-authorized automatic debits, and ACH items presented for payment.

Transactions covered by Basic Overdraft Plus include all checks you have written to third parties, bill payment transactions, pre-authorized automatic debits, and ACH items presented for payment plus ATM withdrawals and everyday debit card transactions. You must tell us to provide you with the Plus service.

**Eligibility Criteria** - No application is required for the Basic Overdraft or Basic Overdraft Plus service; eligibility is based on you managing your account relationship in a responsible manner. We will strive to pay your overdrafts under our Basic Overdraft service when your account meets certain discretionary criteria. The criteria may include, but is not limited to any or all of the following and is subject to change without notice:

- The age of your account.
- The deposit behavior in your account and any related accounts.
- The overdraft behavior of your account and any related accounts.
- The status of any loan or other obligation to us.
- The status of any legal or administrative orders or levy.
- The status of any extended hold on your account or any related accounts.

We will strive to pay your overdrafts under our Basic Overdraft Plus service subject to the above criteria and receiving your affirmative consent (authorization) to pay ATM and everyday debit card transactions into overdraft. You may notify us by calling 844-327-7395 (toll free) or visiting any branch location. Your consent for Basic Overdraft Plus is not required to receive our Basic Overdraft service.

Ineligible accounts include, but are not limited to, accounts owned by a minor, fiduciary trust or escrow accounts, dormant accounts, or accounts with an attached line of credit.

**Suspension/Removal of Privilege** – You may be suspended or removed immediately from the service if:

- You do not bring your deposit account to a positive balance within a 10-day period;
- You have an outstanding balance under a Fresh Start or other overdraft repayment plan;
- You fail to meet our eligibility criteria; or
- We believe you are not managing your account in a responsible manner which may harm you or us, even if you meet our eligibility criteria.

**Payment Order of Items** - The order in which items are presented may affect the total fees you incur. The first items that we pay are any checks cashed by our employees or that you have written to us. We then pay any items that were submitted electronically, such as ATM withdrawals, ACH items, any debit card transactions, preauthorized automatic transfers, telephone-initiated transfers and any other electronic transactions. Finally, we pay the remaining items from lowest to highest dollar amount. Fees on consumer accounts will not exceed \$175.00 per calendar day. These limits do not apply to non-consumer accounts. You will not be charged the NSF – Overdraft Fee or the NSF – Returned Item Fee if the overdraft balance is \$-10.00 or less.

**Opt Out** - You may never need to take advantage of either of these services, but you may find it useful in the event of a temporary shortfall. Basic Overdraft is automatically provided if you meet the eligibility criteria; you may tell us you do not want this service. Basic Overdraft Plus requires your consent. If you consent, then later decide you do not want the service you may tell us to remove the service from your account. If you decide you do not want either of these services and prefer that we return or deny insufficient fund items, simply contact us at 844-327-7395 and we will remove the service(s) from your account.

**Additional Information** - Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

**Waiver:** The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Services Disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

**Arbitration:** You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the overdraft service or your or Bank's performance there under, except for matters you or Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

**Overdraft Transfer** - If you have other accounts with the Bank, you can authorize and set up an automatic transfer of funds needed to cover your overdraft from your other account. There will be a \$10.00 per transfer fee charged at the time of transfer. Your own funds are used to cover the insufficient funds from your account therefore providing a less expensive overdraft protection alternative.

**Unsecured Line of Credit** - An unsecured line of credit is a line of credit that can be linked to a specific checking account to cover periodic overdrafts that may occur on the linked account or it can be used for a variety of personal, family, and household needs. You must complete a credit application and approval is based upon your credit worthiness; minimum line amount is \$1,000. To apply for an unsecured line of credit or to learn more about the interest rate and repayment terms visit any of our convenient branch locations. Unsecured line of credit advances are automatic transfers when used to cover the insufficient funds in your account and may be a less expensive overdraft protection alternative.

**Unsecured Premier Line of Credit** - Is an unsecured line of credit for customers who have higher liquidity needs. The Unsecured Premier Line of Credit can be linked to a specific checking account to cover periodic overdrafts that may occur on the linked account or it can be used for a variety of personal, family, and household needs. You must complete a credit application and approval is based upon your credit worthiness; minimum line amount is \$10,000. To apply for an Unsecured Premier Line of Credit or to learn more about the interest rate and repayment terms visit any of our convenient branch locations. An Unsecured Premier Line of Credit may be a less expensive overdraft alternative.

## PRIVACY NOTICE

**Facts:** What does Shore United Bank do with your personal information?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Transaction history and credit history
- Investment experience 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 Shore United Bank chooses to share; and whether you can limit this sharing.

**Reasons we can share your personal information:**

**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

- Does SHORE UNITED BANK share? Yes
- Can you limit this sharing? No

**For our marketing purposes** — to offer our products and services to you

- Does SHORE UNITED BANK share? Yes
- Can you limit this sharing? No

**For joint marketing with other financial companies**

- Does SHORE UNITED BANK share? Yes
- Can you limit this sharing? No

**For our affiliates' everyday business purposes** — information about your transactions and experiences

- Does SHORE UNITED BANK share? Yes
- Can you limit this sharing? No

**For our affiliates' everyday business purposes** — information about your creditworthiness

- Does SHORE UNITED BANK share? No
- Can you limit this sharing? We don't share

**For our affiliates to marketing to you?**

- Does SHORE UNITED BANK share? No
- Can you limit this sharing? We don't share

**For nonaffiliates to market to you**

- Does SHORE UNITED BANK share? No
- Can you limit this sharing? We don't share

**Questions?** Call toll free 1-877-758-1600 or go to [www.shoreunitedbank.com](http://www.shoreunitedbank.com)

## What we do:

### How does Shore United 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.

Our employees are bound by our Code of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.

### How does Shore United Bank collect my personal information?

We collect your personal information, for example, when you:

- open an account or apply for a loan
- enter an investment advisory contract or give us your contact information
- make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit 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 and 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 will apply to everyone on your account.

### Definitions:

**Affiliates** - Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include financial companies, such as investment advisors with common ownership under Shore Bancshares, Inc.; nonfinancial companies, such as title companies with common ownership under Shore Bancshares, Inc.

**Nonaffiliates** - Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Shore United Bank does not share with nonaffiliates so they can market to you.

**Joint marketing** - A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners may include financial institutions such as insurance companies and financial product or service marketing service.

### Other important information:

#### Other Privacy Statement

State laws and individual companies may give you additional rights.

Privacy Notice Last Updated 11/2022

## WIRE TRANSFER AGREEMENT

### NOTE: Cut-off time for a fund transfer business day is 4:00 pm EST

The undersigned ("Customer") desires to use the services of the Financial Institution named above ("Financial Institution") to transfer funds from or to Customer's accounts at Financial Institution upon a request communicated orally or in writing as authorized by this Wire Transfer Agreement ("Agreement"). Writing includes requests received by mail, fax, or electronic communications, such as E-mail. Financial Institution provides these services as a method to originate domestic and international wire transfers for Customer. Therefore, Customer and Financial Institution agree as follows:

1. Financial Institution is authorized to debit the account or accounts designated by Customer for payment of transfer requests. Customer's transfer requests may involve any one or more of the following:
  - a. the transfer of funds from any designated account with Financial Institution to any other account of Customer with Financial Institution or another financial institution, or
  - b. the transfer of funds from any designated account with Financial Institution to a third party or account of a third party whether such third party accounts are maintained with Financial Institution or any other financial institution.

There are no restrictions or limitations on the amounts that may be ordered or requested, or on the location or address of the beneficiary, unless Customer gives Financial Institution written instructions specifying otherwise and agreed to in writing by Financial Institution.

2. The fund transfer business day is that part of a day when Financial Institution is open for the receipt, processing, and transmittal of payment orders and cancellation and amendments of payment orders. Financial Institution has identified above the cut-off time for fund transfer business day. Transfer requests received by Financial Institution after such cut-off hour established by Financial Institution may be treated by Financial Institution as received at the opening of the next funds-transfer business day.

3. Financial Institution is not obligated to accept any transfer request received from the Customer. If Financial Institution does not accept the transfer request, Financial Institution may give notice of rejection to the Customer by oral, electronic or written means.

4. Customer shall have no right to cancel or amend a payment order after it has been received by Financial Institution. However, Financial Institution shall make a reasonable effort to act on the Customer's request for cancellation or amendment of a payment order prior to the time that Financial Institution executes such payment order, but shall have no liability if such cancellation or amendment is not effected.

5. Customer shall execute and re-execute this form, as changes may be necessary. This form designates Customer's accounts which may be debited for transfer requests. It also designates the names, and provides the appropriate identifying information, for all persons Customer authorizes to issue transfer requests ("Authorized to Originate"), and the names of all persons Customer authorizes to receive a confirmation call back ("Authorized to Confirm In addition, Customer may designate any restriction(s) on those so named regarding such issues as account to be accessed, dollar amount, or frequency. All modifications and additions to the form must be in writing, except Customer agrees that Financial Institution may accept oral instructions to delete the name of an Authorized to Originate or Authorized to Confirm individual. Customer agrees to send Financial Institution immediate written confirmation of any deletion made orally.

6. Customer shall pay Financial Institution the amount of each transfer request transmitted by Financial Institution pursuant to this Agreement when Financial Institution executes a payment order to carry out Customer's transfer request. Customer agrees that its transfer requests will not exceed the available balance in the account designated to pay the transfer request. However, if a payment order should be executed which creates an overdraft, with or without Financial Institution's prior consent, Customer agrees to pay Financial Institution the overdraft amount and any overdraft fees promptly upon demand. Financial Institution may offset the amount of the overdraft against the balance of any of Customer's accounts with Financial Institution and may exercise any rights that Financial Institution may have under any agreements which grant Financial Institution security for the payment of liabilities or obligations of Customer to Financial Institution.

7. Customer understands and agrees that the Financial Institution and any other financial institution used to carry out the transfer request rely on the information provided by the Customer. If the payment order received by the beneficiary's bank provides a beneficiary name, account number or other identification that is nonexistent or unidentifiable, the acceptance of the payment order cannot occur. Also, if the payment order received by the beneficiary's bank provides a beneficiary name and an account or identifying number identifying different persons, no person has rights as beneficiary except the person paid by the beneficiary's bank if that person is entitled to receive payment from the Customer, the originator of the payment order. If no person has rights as beneficiary, then acceptance of the payment order cannot occur. The beneficiary's bank need not determine whether the name and number refer to the same person, and may not know that different persons are identified. It is critical that Customer verify the beneficiary's information before signing this Agreement.

Customer understands and agrees that Financial Institution is not responsible for the accuracy of a financial institution routing or identifying number provided by the Customer, and that Financial Institution, or any other financial institution used to carry out the transfer request, might rely on the routing or identifying number of the intermediary financial institution, if applicable, and the beneficiary's financial institution provided by the Customer as the proper identification of the intermediary financial institution, if applicable, and the beneficiary's financial institution. If you provide a name and a routing or identifying number, we are not required to confirm that the name and identifying number identify the same financial institution. Again, it is critical that Customer verify all information provided for the Wire Transfer Agreement before signing this Agreement. By signing the Agreement, you are confirming the accuracy of the information you provided.

8. After each transfer request, Financial Institution will provide Customer with confirmation of the transfer request to the address contained in Financial Institution's records. Customer agrees to examine and immediately notify Financial Institution within fourteen (14) days after the mailing date of Customer's statement or confirmation, whichever is sooner, of any discrepancy or error. If Customer fails to notify Financial Institution of any discrepancy or error within the time period stated above, Customer agrees Financial Institution is not liable to pay interest or reimburse for any discrepancy or error with respect to a transfer request described in such confirmation.

9. Financial Institution and Customer agree that the following security procedures are a commercially reasonable method of providing security against unauthorized Payment Orders:

- a. Individuals Authorized to Originate shall issue wire transfer requests to Financial Institution;
- b. Financial Institution reserves the right to call on an individual Authorized to Confirm to confirm a transfer request in any amount, although Financial Institution is not obliged to do so.

Financial Institution shall have no responsibility to verify the identity of a person identifying himself or herself as the individual authorized to receive the call back other than to verify that the name given by such person corresponds to one of those previously specified to Financial Institution, provided that Customer designates such individuals. If Financial Institution attempts to verify authorization and for any reason is not satisfied that the transfer request was issued by an individual Authorized to Originate or confirmed by an individual Authorized to Confirm, Financial Institution may refuse to execute the transfer request. In so refusing, Financial Institution shall not incur any liability whatsoever. Customer shall prevent any disclosure, except on a "need to know" basis, of any aspects of the security procedures agreed to with Financial Institution. Customer shall notify Financial Institution immediately if the confidentiality of these security procedures is compromised and shall act to prevent the security procedures from being further compromised.

- c. Financial Institution may require the following alternative security procedure(s) to confirm a payment order: The use of a random number VIP token requesting a funds transfer via online banking.
- d. If confirmation cannot be obtained to Financial Institution's satisfaction, Financial Institution reserves the right to refuse to honor the wire transfer.

10. Financial Institution and Customer agree that transfer requests received by Financial Institution are effective as the transfer request of Customer, whether or not authorized, if Financial Institution accepted the transfer request in compliance with the above security procedures.

11. Financial Institution shall have no liability for delays or mistakes, provided it acts in good faith and with reasonable care. It shall not be responsible for delays or mistakes caused by others through whom it transmits funds whether selected by Customer or Financial Institution. Financial Institution will not be required to make the transfer on the day on which the request is received, unless received within reasonable time before any cut-off hour established by Financial Institution. Financial Institution will generally use the Fedwire R Funds Service, but it may use any means and routes that Financial Institution, in its sole discretion, may consider suitable for the transmission of funds.

12. Customer agrees that Financial Institution shall not be liable or responsible for any delay or failure to transfer any amount requested because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount Financial Institution can transfer from time to time during any banking day, provided, however, that Financial Institution promptly notifies Customer of any such failure or delay and that Financial Institution effectuates the transfer as soon as is reasonably possible thereafter.

If your transfer is being sent to a financial agency that is outside of the territorial jurisdiction of the United States as an ACH transaction, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If we determine that additional review or verification is required, the transfer may incur delays in processing or availability.

13. In no event shall Financial Institution be liable for any special, consequential, punitive, or indirect loss or damage suffered by Customer in connection with this Agreement, regardless of whether Financial Institution knew or should have known such damages might be incurred. Financial Institution shall not be responsible for Customer's attorney's fees.

14. Financial Institution may terminate this Agreement at any time by giving written or oral notice to Customer. Unless terminated by Financial Institution, this Agreement shall remain in effect until Financial Institution receives Customer's written notice of termination and has been afforded a reasonable opportunity to act on such notice. This Agreement may not be assigned by Customer.

15. The terms used in this Agreement shall have the same meanings as defined in Article 4A of the Uniform Commercial Code. This Agreement is subject to all applicable transfer system rules, rules of the Board of Governors of the Federal Reserve System including Regulation J, 12 CFR 210, Subpart B and its appendices, and 31 CFR B, Chapter 1, Part 103, the Board's operating circulars, Nacha Operating Rules and other federal laws and the laws of the state in which the Customer's account is located. If any of the terms of this Agreement comes into conflict with the applicable law and is declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions. Also, fund transfers, as used in this Agreement, excludes any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended.

16. This Agreement may be amended by Financial Institution from time to time, by sending a copy of any proposed amendment to Customer at least thirty (30) days prior to the proposed effective date. This Agreement may also be amended by a writing signed by both parties. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon Customer or Financial Institution.

17. If any term of this Agreement is held to be invalid, illegal, or unenforceable, the other Agreement terms shall not be impaired or affected.

18. Other provisions:

Customer agrees to keep assigned VIP Security Token safe and secure. Do not share Token, Access ID, or Passcode. The VIP tokens are the customer's responsibility and are used to help mitigate fraud risks.

## MARYLAND SAFE DEPOSIT LEASE AGREEMENT

Financial Institution leases to Renter, and also Renter leases from Financial Institution, the Safe Deposit Box (referred to as "Safe" throughout this Lease) described above, located in the vaults of Financial Institution, according to the terms and conditions set forth below. Throughout this Lease, the terms "you" and "your" refer to the Renter(s), and the terms "we", "us" and "our" refer to the Financial Institution.

**NATURE OF LEASE.** You agree to lease the Safe for the sole purpose of storing items not inherently dangerous or otherwise of a character likely to cause damage to our premises. You will not use the Safe for any unlawful purpose. You will be liable to us for all damages resulting from a violation of this Lease.

**YEARLY RENTAL FEE.** You agree to pay the Yearly Rental Fee set forth above for the Safe, in advance, on mm/dd/yy with the first payment due on the date of this Lease. We may change the Yearly Rental Fee from time to time by notifying you in our yearly invoice to you. In addition to the Yearly Rental Fee, you agree to pay such service charges, late charges, security deposits, drilling fees and any other fee or charge that we may establish from time to time.

**AUTOMATIC RENEWAL.** This Lease will automatically renew from year to year unless terminated by either party according to its terms.

**JOINT RENTERS.** If there are two or more Renters of the Safe, each of you will be bound by the provisions in this Lease. Each of you will have access to or may surrender the Safe without the consent or presence of the other joint Renter(s). The survivor(s) of such joint Renters shall possess jointly and severally all powers, rights and duties for the Safe as are given in this Lease to original Renters. We will not be liable for removal by any one of you of all or part of the contents from the safe. Any notice by us to any one of you will be deemed notice to all joint renters to the extent permitted by law. Your status as joint Renters of the Safe does not indicate any ownership rights to the contents of the Safe.

**LOSS OF ACCESS DEVICE.** By executing this Lease, you acknowledge receipt of 2 key(s) or have personally established the combination or other authorized access device to the Safe. We retain no access device or information that would open the Safe. If you misplace or lose one or more of the keys, combinations, or other approved access device, you must immediately give us written notice of that fact. You will be responsible for any and all expenses of replacing an access device, opening the Safe, or changing any lock. We may require advance payment from you for these expenses.

**AUTHORIZED ACCESS.** We will grant access to the Safe only to you, or your duly authorized agent, deputy, or legal representative upon receipt of a signed form either supplied by or approved by us. The authority of any agent, deputy, or legal representative will continue until we have received written notice of the revocation of such authority from you.

**CHANGE OF AUTHORIZED ACCESS.** For non-individual users, you agree to supply us, in a form acceptable to us, the names and signatures of all the newly authorized signers and a new duly prepared authorization document. We may rely exclusively upon the absence of any such notification in allowing access to the Safe.

**ACCESS TO SAFE.** You will have access to the vaults in which the Safe is contained during regular customer business hours of every business day. We may limit or lengthen these hours at our discretion. We are not liable for any mechanical failure which prevents locks from operating. We may temporarily close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

**BANKRUPTCY, INCAPACITY, OR DEATH OF RENTER.** Each person entitled to access the Safe agrees that before seeking access to the Safe, he or she will notify us of the death of any other person having the right of access to the Safe. We may rely exclusively upon the absence of any such notification in allowing access to the Safe. We may refuse access to the Safe upon a Renter's bankruptcy, incapacity, or death, to the extent permitted by law. We agree to list the contents of the Safe for tax purposes or any other reason that may be required and permitted by law. We may refuse withdrawal of any of the Safe's contents: (1) until (a) we have received satisfactory evidence of authority of any legal representative named for Renter or Renter's estate, and (b) the requirements of any applicable laws pertaining to notice and withdrawal have been met; or (2) until we grant access to any surviving joint Renters as provided in the section of this Agreement titled "Joint Renters". In the event that you as a sole Renter die, or if there are two or more persons as joint Renters and they all die, we agree that by contract, applicable state law shall apply.

**DENIAL OF ACCESS; COURT ORDERS.** We may refuse access to the Safe if the rent or any other charges owing under this Lease are past due or remain unpaid, or if we are served with certain orders or writs of process by any court or other authority, to the extent permitted by law. We are not responsible for judging whether any order or process is valid or whether the court or authority issuing the order or process has the right to do so. We will not be liable to you for any damages or losses when we comply with all provisions of law or any court order applicable to the Safe.

**DEFAULT.** You will be in default on the day following any of these events: (1) if you fail to surrender possession of this Safe to us on the termination date of this Lease; (2) if you do not pay the rent and other charges required under this Lease on the date due or (3) if you breach any other provision of this Lease. Other charges required under this Lease may include the costs for forcibly opening and repairing your Safe, replacing the lock and keys and resetting the combination, notary fees, notifying you, advertising, selling or disposing of the contents of your Safe, interest on amounts due and reasonable attorney fees and costs, to the extent permitted by law.

**OUR REMEDIES AFTER DEFAULT.** You must correct such a default within the statutory grace period, or if none, within a period of 6 months. Otherwise, we will give you written notice requesting you to pay the due rent and charges and correct any other default within the legally required period, or if no period is specified, 60 days after the date we mailed the notice. If you do not pay the due rent and charges and correct any other default within that period, we may act as permitted by law to forcibly open the Safe and remove all its contents. We may store the contents at your expense without any liability for their safekeeping for as long as the law requires, or if no period is specified, for 90 days after the opening of the Safe. By executing this Lease, you agree that we have a lien on all of the contents of the Safe for any charge and rent due under this Lease. If the charges are still not paid and any other default remains during this time then we have the right to sell, transfer or dispose of all or any part of the contents as permitted by law. We will use any proceeds that we receive from such a sale to reimburse us for all rent and charges. Any surplus will be disposed of in accordance with applicable state law. If any deficiency exists after such a sale, you agree to pay such amount to us upon demand. You also agree that we have a claim upon the proceeds of any sale by other authorized persons. We may also exercise any other remedy permitted by law.

**OUR RIGHT OF SETOFF.** If you are in default on the rent or other charges due under this lease, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

**NO BAILMENT.** The contents of the Safe are unknown to us and we do not exercise any supervision or control over such contents, except in those situations where we are authorized to forcibly open the Safe. Therefore, our relationship with you during the term of this Lease will not be that of bailee and bailor.

**IMPORTANT NOTICE: (1) The contents of your safe deposit box are not insured by any governmental deposit insurance. (2) The contents of your safe deposit box may not be fully protected against loss under any insurance coverage maintained by the Financial Institution or safe deposit company. (3) For your protection, you may wish to secure your own insurance through an insurance company of your choice. (4) You should keep a complete list and description of all property stored in your safe deposit box, and any available proof of ownership.**

**LIABILITY.** You assume all risks arising from the use of the Safe or our storage of the contents, to the extent permitted by law, as well as provided below. We will not be liable for any loss by theft, burglary, robbery, embezzlement, fire or any other reason unless we fail to exercise reasonable care. We will use reasonable care to prevent the opening of the Safe by any individual other than you, your legal representative, agent, or any other person authorized by law or this Lease. If you leave an item in the Safe which is missing on your subsequent entry to it, this does not: (a) raise the presumption that the property was lost by our negligence or wrongdoing; or (b) place on us the burden of proving that the loss was not our fault. Our total liability for any loss resulting from our negligence shall not exceed 500 times the annual rental charged for the Safe. However, we will not be liable, regardless of our negligence, for the loss of any money, negotiable securities, jewelry, collectibles or other tangible property of value.

**ASSIGNMENT OR TRANSFER.** We may assign or transfer any or all of our interest in this Lease, and in the Safe and vault without your consent. You will not assign this Lease or sublet the Safe. We have the right at any time to remove any Safe to a different location upon giving you notice 10 days prior to the removal of the Safe.

**NOTICES.** Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address supplied. You are responsible for notifying us of any address or name changes and other information affecting your Lease. Such notice shall be in a form and manner acceptable to us with sufficient information to allow us to identify the Safe Deposit Box. You may also have the option to have notices provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. In order to receive your account information in an electronic form, the receiving system may have to meet the following requirements: Not Applicable. We will keep you informed of any change to the minimum hardware or software requirements.

**CERTIFIED BENEFICIAL OWNER INFORMATION.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**EFFECTIVE DATE OF NOTICE.** Notice sent by you to us is not effective until we have received it and had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address as shown on our safe deposit records, which will be deemed to be the correct address for all purposes.

**AMENDMENTS AND ALTERATIONS.** Notice will be given to you if we change the terms of this Lease at any time by mailing notice to your latest address as shown on our safe deposit records, by posting a notice of any such changes at our main office, or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to your address, to the extent permitted by law.

**ATTORNEYS FEES AND EXPENSES.** You agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your Lease and you authorize us to deduct any such loss, costs or expense from any account held with us without prior notice to you. This obligation includes disputes between yourself and us involving the Lease and situations where we become involved in disputes between you and any other person having the right of access to the Safe, another joint renter or a third party claiming an interest in the Safe. It also includes situations where you, any person entitled to access the Safe, another joint renter or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**TERMINATION BY US.** We may terminate this Lease by giving you 10 days written notice. You must surrender the Safe and the keys we have given you or the combination to the Safe, at the expiration of the 10 days notice period. At your request, if you are not in breach of your obligations under this Lease, we will pay you a pro rata refund of any rent paid in advance.

**TERMINATION BY YOU.** You may terminate this Lease by giving us 10 days written notice and by surrendering to us the Safe and the keys or combination to the Safe. You will not be entitled to a refund of any advance rent paid if you terminate this Lease. You will remain liable to us for all damages you have caused as well as for all unpaid rent. By surrendering the Safe and the means of access to the Safe, you will release us from all liability under this Lease.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Lease is governed by the laws of the state in which the Safe is located except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Lease. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Lease come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**TERMS AND PROVISIONS.** The Terms and Provisions information provided on the Safe Deposit Box Lease Information are incorporated and made part hereof.

### **VIRGINIA SAFE DEPOSIT BOX LEASE AGREEMENT**

Financial Institution leases to Renter, and also Renter leases from Financial Institution, the Safe Deposit Box (referred to as "Safe" throughout this Lease) described above, located in the vaults of Financial Institution, according to the terms and conditions set forth below. Throughout this Lease, the terms "you" and "your" refer to the Renter(s), and the terms "we," "us" and "our" refer to the Financial Institution.

**NATURE OF LEASE.** You agree to lease the Safe for the sole purpose of storing items not inherently dangerous or otherwise of a character likely to cause damage to our premises. You will not use the Safe for any unlawful purpose. You will be liable to us for all damages resulting from a violation of this Lease.

**YEARLY RENTAL FEE.** You agree to pay the Yearly Rental Fee set forth above for the Safe, in advance, on 09/11/2023 with the first payment due on the date of the lease. We may change the Yearly Rental Fee from time to time by notifying you in our yearly invoice to you. In addition to the Yearly Rental Fee, you may agree to pay such service charges, late charges, security deposits, drilling fees and any other fee or charge that we may need to establish from time to time.

**AUTOMATIC RENEWAL.** This Lease will automatically renew from year to year unless terminated by either party according to its terms.

**JOINT RENTERS.** If there are two or more Renters of the Safe, each of you will be bound by the provisions in this Lease. Each of you will have access to or may surrender the Safe without the consent or presence of the other joint Renter(s). The survivor(s) of such joint Renters shall possess jointly and severally all powers, rights and duties for the Safe as are given in this Lease to original Renters including the right to access and remove any or all contents of the Safe. We will not be liable for removal by any one of you of all or part of the contents from the safe. Any notice by us to any one of you will be deemed notice to all joint Renters to the extent permitted by law. Your status as joint Renters of the Safe does not indicate any ownership rights to the contents of the Safe.

**LOSS OF ACCESS DEVICE.** By executing this Lease, you acknowledge receipt of 2 key(s) or have personally established the combination or other authorized access device to the Safe. We retain no access device or information that would open the Safe. If you misplace or lose one or more of the keys, combinations, or other approved access device, you must immediately give us written notice of that fact. You will be responsible for any and all expenses of replacing an access device, opening the Safe, or changing any lock. We may require advance payment from you for these expenses.

**AUTHORIZED ACCESS.** We will grant access to the Safe only to you, and when rented under the name of two or more persons with (i) the right of access being given to either, or (ii) access to either the survivor or survivors of such persons, any one or more of such persons, whether the other or others are living or not, shall have the right of access to the Safe and may remove any or all of the contents. We will also grant access to your duly authorized agent, deputy, or legal representative upon receipt of a signed form either supplied by us or approved by us. The authority of any agent, deputy, or legal representative will continue until we have received written notice of the revocation of such authority from you. In the case of the removal of any item or items by any such authorized person, we shall be exempt from any liability for permitting such person access to the Safe.

**CHANGE OF AUTHORIZED ACCESS.** For non-individual users, you agree to supply us, in a form acceptable to us, the names and signatures of all the newly authorized signers and a new duly prepared authorization document. We may rely exclusively upon the absence of any such notification in allowing access to the Safe.

**ACCESS TO SAFE.** You will have access to the vaults in which the Safe is contained during regular customer business hours of every business day. We may limit or lengthen these hours at our discretion. We are not liable for any mechanical failure which prevents locks from operating. We may temporarily close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

**INCAPACITY OR DEATH OF RENTER.** We may refuse access to the Safe upon a Renter's incapacity or death, to the extent permitted by law. In the case of the incapacity of the Renter, we have been provided with a letter from a licensed physician that in his professional opinion the Renter is incapacitated, as defined by law. The co-lessee may access the Safe or, when a sole lessee or if a co-lessee is unavailable, the lessee's guardian, conservator, spouse, next of kin, county clerk or a person asserting a knowledge or belief, may access the Safe, to locate a power of attorney or advance medical directive, Access will be under our supervision and a copy of any removed document shall be placed in the Safe prior to delivering the original to any person. We shall not be liable when acting in good faith or for permitting the removal of such named items from the Safe. Each person entitled to access the Safe agrees that before seeking access to the Safe, he or she will notify us of the death of any person having the right of access to the Safe. We may rely exclusively upon the absence of any such notification in allowing access to the Safe. We may refuse withdrawal of any of the Safe's contents: (1) until (a) we have received satisfactory evidence of proof of death and the authority of any legal representative named for Renter or Renter's estate, and (b) the requirements of any applicable laws pertaining to notice and withdrawal have been met; or (2) until we grant access to any surviving joint Renters as

provided in the section of this Agreement titles "Joint Renters". When a sole lessee, or when a surviving co-lessee is not available, we may permit supervised access to the Safe by the spouse, next of kin, a court clerk, or other interested party for the purpose of looking for a will or other testamentary instruments, and a copy of any removed document shall be placed in the Safe prior to delivering the original to any person. We shall not be liable when acting in good faith or for permitting the removal of such named items from the Safe. In the event that you as a sole Renter die, or if there are two or more persons as joint Renters and they all die, we agree that by contract, applicable state law shall apply.

**DENIAL OF ACCESS; COURT ORDERS.** We may refuse access to the Safe if the rent or any other charges owing under this Lease are past due or remain unpaid, or if we are served with certain orders or writs of process by any court or other authority, to the extent permitted by law. If we are served with a notice of proceeding in respect to a Safe leased in the name of the defendant, the defendant shall be denied access to the Safe unless otherwise directed by the court or judgment creditor. If the Safe is jointly owned, co-lessees will also be denied access if named in the notice. If a co-lessee is not named in the notice, the co-lessee may have access to the Safe under the following conditions; 1) we notify you that you shall be deemed guilty of larceny if you remove from the Safe any item that is subject to the notice; 2) we provide you with a copy of the notice; and 3) you provide us with written acknowledgment of your receipt of such notices. We are not responsible for judging whether any order or process is valid or whether the court or authority issuing the order or process has the right to do so. We will not be liable to you for any damages or losses when we comply will all provisions of law or any court order applicable to the Safe.

**DEFAULT.** You will be in default on the day following any of these events: (1) if you fail to surrender possession of this Safe to us on the termination date of this Lease; (2) if you do not pay the rent and other charges required under this Lease on the date due; or (3) if you breach any other provision of this Lease. Other charges required under this Lease may include the costs for forcibly opening and repairing your Safe, replacing the lock and keys and resetting the combination, notary fees, notifying you, advertising, selling or disposing of the contents of your Safe, interest on amounts due and reasonable attorney fees and costs, to the extent permitted by law.

**OUR REMEDIES AFTER DEFAULT.** By executing this Lease, you agree that we have a lien on all of the contents of the Safe for any charge and rent due under this Lease. When payment for the Safe rental, and any related charges and fees, is past due, you must correct such a default as soon as possible. After a 12-month period, we will send a written certified or registered notice to you stating that you must pay the due rent and charges and correct any other default within 60 days of the date we mailed this notice. If you do not pay the due rent and charges and correct any other default within that period, we may act as permitted by law to forcibly open the Safe and remove all its contents, charging all our related costs to you. We may store the contents at your expense without any liability for their safekeeping for as long as the law requires, or for no less than two years, after the opening of the Safe. A notarized sealed certificate, detailing the date the Safe was opened and a list of the Safe's contents, will be sent to you. You may still claim the contents by paying the outstanding charges and fees, as well as any accruing costs for our safekeeping of the contents. If the charges are still not paid and any other default remains after this time then we will again attempt to contact you by another registered or certified notice. Sixty days from that notice date, if you have not yet paid all outstanding charges and fees, we have the right to sell, transfer or dispose of all or any part of the contents as permitted by law. If required by law, any military awards, medals, or decorations among the contents of the Safe shall not be sold, but shall be sent to the division of military and naval affairs of the executive department where such items shall be retained indefinitely until claimed by you or your estate, or released to a person or entity lawfully entitled to possession thereof. We will use any proceeds that we receive from such a sale to reimburse us for all rent and charges. Any surplus will be disposed of in accordance with applicable state law. If any deficiency exists after such a sale, you agree to pay such amount to us upon demand. You also agree that we have a claim upon the proceeds of any rent or other authorized persons. We may also exercise any other remedy permitted by law.

**OUR RIGHT OF SETOFF.** If you are in default on the rent or other charges due under this lease, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

**NO BAILMENT.** The contents of the Safe are unknown to us and we do not exercise any supervision or control over such contents, except in those situations where we are authorized to forcibly open the Safe. Therefore, our relationship with you during the term of this Lease will not be that of bailee and bailor.

**IMPORTANT NOTICE: (1) The contents of your safe deposit box are not insured by any governmental deposit insurance. (2) The contents of your safe deposit box may not be fully protected against loss under any insurance coverage maintained by the Financial Institution or safe deposit company. (3) For your protection, you may wish to secure your own insurance through an insurance company of your choice. (4) You should keep a complete list and description of all property stored in your safe deposit box, and any available proof of ownership.**

**LIABILITY.** You assume all risks arising from the use of the Safe or our storage of the contents, to the extent permitted by law, as well as provided below. We will not be liable for any loss by theft, burglary, robbery, embezzlement, fire or any other reason unless we fail to exercise reasonable care. We will use reasonable care to prevent the opening of the Safe by any individual other than you, your legal representative, agent, or any other person authorized by law or this Lease. If you leave an item in the Safe which is missing on your subsequent entry to it, this does not: (a) raise the presumption that the property was lost by our negligence or wrongdoing; or (b) place on us the burden of proving that the loss was not our fault. Our total liability for any loss resulting from our negligence shall not exceed times the annual rental charged for the Safe. However, we will not be liable, regardless of our negligence, for the loss of any money, negotiable securities, jewelry, collectibles or other tangible property of value.

**ASSIGNMENT OR TRANSFER.** We may assign or transfer any or all of our interest in this Lease, and in the Safe and vault without your consent. You will not assign this Lease or sublet the Safe. We have the right at any time to remove any Safe to a different location upon giving you notice 10 days prior to the removal of the Safe.

**NOTICES.** Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address supplied. You are responsible for notifying us of any address or name changes and other information affecting your Lease. Such notice shall be in a form and manner acceptable to us with sufficient information to allow us to identify the Safe Deposit Box. You may also have the option to have notices provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. In order to receive your account information in an electronic form, the receiving system may have to meet the following requirements: Not Applicable. We will keep you informed of any change to the minimum hardware or software requirements.

**CERTIFIED BENEFICIAL OWNER INFORMATION.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls

and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**EFFECTIVE DATE OF NOTICE.** Notice sent by you to us is not effective until we have received it and had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address as shown on our safe deposit records, which will be deemed to be the correct address for all purposes.

**AMENDMENTS AND ALTERATIONS.** Notice will be given to you if we change the terms of this Lease at any time by mailing notice to your latest address as shown on our safe deposit records, by posting a notice of any such changes at our main office, or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to your address, to the extent permitted by law.

**ATTORNEY FEES AND EXPENSES.** You agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your Lease and you authorize us to deduct any such loss, costs or expense from any account held with us without prior notice to you. This obligation includes disputes between yourself and us involving the Lease and situations where we become involved in disputes between you and any other person having the right of access to the Safe, another joint renter or a third party claiming an interest in the Safe. It also includes situations where you, any person entitled to access the Safe, another joint renter or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**TERMINATION BY US.** We may terminate this Lease by giving you 10 days written notice. You must surrender the Safe and the keys we have given you or the combination to the Safe, at the expiration of the 10 days notice period. At your request, if you are not in breach of your obligations under this Lease, we will pay you a pro rata refund of any rent paid in advance.

**TERMINATION BY YOU.** You may terminate this Lease by giving us 10 days written notice and by surrendering to us the Safe and the keys or combination to the Safe. You will not be entitled to a refund of any advance rent paid if you terminate this Lease. You will remain liable to us for all damages you have caused as well as for all unpaid rent. By surrendering the Safe and the means of access to the Safe, you will release us from all liability under this Lease.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Lease is governed by the laws of the state in which the Safe is located except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Lease. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Lease come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**TERMS AND PROVISIONS.** The Terms and Provisions information provided on the Safe Deposit Box Lease Information are incorporated and made part hereof.

## NIGHT DEPOSITORY AGREEMENT

Throughout this Agreement, the terms "you" and "your" refer to the Depositor(s), and the terms "we", "us" and "our" refer to the Financial Institution.

**Security Deposit For Key(s) and Pouch(es).** You acknowledge receipt of the key(s) and pouch(es) described above. You must deposit the sum noted above as a security deposit for the return of the key(s) and pouch(es) upon the termination of this Agreement. The security deposit will be refunded to you upon the timely return in good condition of the key(s) and pouch(es). Otherwise, the security deposit will be reduced by the value of the key(s) and pouch(es) not timely returned as well as by the amount required to replace the key(s) and pouch(es) not returned in good condition. We will at our sole discretion determine when replacement is necessary and the cost of any replacement.

**Pouch(es) and Key(s).** You acknowledge receipt of the key(s) and pouch(es) described above. If you lose the key(s) or pouch(es), you will reimburse us for the replacement costs of the equipment. We will at our sole discretion determine the cost of any replacement. On notice of termination, you will immediately return to us all key(s) and pouch(es) received from us.

**Method of Deposit.** Each deposit you place in the night depository facility will be in a securely locked or sealed pouch that we have provided. The pouch must only be used for the deposit of money, checks, drafts or other like items and is not to be used for any dangerous or unlawful purpose by you.

**METHOD FOR PROCESSING DEPOSITS.** Select the method that applies for processing deposits made using the pouch provided by us.

**Depositor to Claim Pouch Before Processing.** We may remove the pouch from the night depository and hold it for you. On our next business day following the night of deposit, either you or your authorized representative will appear at our premises, to identify and claim the pouch in the manner required by us. You or the authorized representative may then open the pouch and credit the contents to any account that you hold with us. No relationship of debtor and creditor shall arise between ourselves and you until such deposit shall have been made in our usual manner and the credit entered in your account. If you do not claim the pouch within 5 business days after we find it in the night depository, we may place the pouch in our storage facilities at your sole risk. Alternatively, we may forcibly open the pouch in the presence of two of our employees, remove the deposit and credit to your account the amount actually received, in accordance with our Funds Availability Policy. You will be liable to us for any fees that we charge for depository storage and for any other costs that we incur due to your failure to claim the pouch.

**Financial Institution to Open and Process Pouch for Depositor.** We will open the pouch you placed in the night depository on our next business day following the night of deposit. The pouch should contain a deposit slip that you have completed and correctly list the money, check, draft or other items included in the deposit. We will verify the deposit and credit to your account the amount of the deposit we actually received, in accordance with our Funds Availability Policy. If there is any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, we will promptly notify you of such discrepancy. No relationship of debtor or creditor shall arise between ourselves and you until we open the pouch and credit the deposit to your account. We will only be liable for the deposit actually received and credited to your account.

**Bulk Deposits.** You or your authorized representative may deliver bulk deposits to us without awaiting verification of the contents of the pouch. We will open the pouch at the latest the next business day following the drop off. The pouch should contain a deposit slip that you have completed and correctly lists the money, check, draft, or other items included in the deposit. We will verify the deposit and credit to your account the amount of the deposit we actually received in accordance with our Funds Availability Policy. If there is any discrepancy between the amount of the deposit as shown on the deposit

slip and the amount of the deposit actually received, we will promptly notify you of such discrepancy. No relationship of debtor or creditor shall arise between ourselves and you until we open the pouch and credit the deposit to your account. We will only be liable for the deposit actually received and credited to your account. This option is only valid if the Financial Institution may open and process the pouch for the Depositor.

**Conclusive Verification of Deposit by Us.** The joint findings and records of any two employees of the Financial Institution as to the presence or absence of any pouch in the night depository and as to the contents of the pouch, shall be conclusive and binding upon you.

**Liability.** You agree that the use of the night depository is at your sole risk to the extent permitted by law. We will not be responsible for any loss or damage sustained by you in the use of the night depository resulting from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by our gross negligence. We will not be liable for damages resulting from causes beyond our control.

**Contents Not Insured.** In no event will we be an insurer of the contents of the pouch(es) deposited by you in the night depository.

**Fees and Charges.** You agree to pay when due, all the charges described above, including a service fee and any applicable security deposit and replacement costs for key(s) and pouch(es). You authorize us to deduct such charges from any account held with us.

**Our Right of Set-off.** If you are in default on the service fee or other charges due under this Agreement, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

**Transfer and Assignment.** This Agreement and your right to use the night depository shall not be assigned or otherwise transferred by you without our prior written consent.

**Amendments and Alterations.** Notice will be given to you if we change the terms of this Agreement, including the charges described above, at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to the last supplied address, to the extent permitted by law.

**Attorney Fees and Expenses.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving this Agreement and you authorize us to deduct any such loss, costs or expense from any account held with us without prior notice to you. This obligation includes disputes between yourself and us involving the Agreement and situations where we become involved in disputes between you and an authorized agent. It also includes situations where you or an authorized agent takes action with respect to the Agreement that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**Termination of This Agreement.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Notice of termination sent by you to us is not effective until we have received it and had a reasonable opportunity to act upon it. Written notice of termination sent by us to you is effective when mailed to your address shown on our records. However, if you breach any of your obligations contained in this Agreement, we may terminate it immediately subject to any notice requirements by law. Any advance fees you have paid will be prorated to the date of termination at our discretion.

**Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state where we are located as indicated above, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Agreement. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not effect the validity of the remaining provisions.

**Receipt of Agreement.** You acknowledge receipt of a duplicate original of this Agreement and any instructions pertaining to the use and operation of the night depository facility.

**Entire Agreement.** This Agreement, when accepted by us, shall constitute the entire agreement between the parties.

**Authorized Agents.** You appoint as agents, those persons whose signatures appear below, any of whom are authorized to perform all acts required or deemed advisable under this Agreement. You may remove such agents at any time by giving written notice to us, but until we actually receive such written notice of revocation and have a reasonable opportunity to act upon it, the authority of those persons shall remain in force.

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