

# Deposit Account Agreement, Disclosures and Fees



Effective January 1, 2022





## **DEPOSIT ACCOUNT AGREEMENT, DISCLOSURES AND FEES**

*Thank you for opening your account with Patriot Bank.*

*Please read this entire Agreement carefully so you understand your rights and obligations for your deposit account and deposit relationship with us and keep it in a convenient place for future reference.*

*In this Agreement, “Patriot Bank”, “Patriot Bank, N.A.”, “the Bank”, “we”, “us” and “our” mean Patriot Bank, N.A. “The Customer”, “you” and “your” mean each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account.*

*Our accounts and services are generally available through our branches, through telephone banking and online. However, some accounts and services may not be available at all times, in all locations, or through all channels.*



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# Deposit Account Agreement and Disclosures

## WELCOME TO PATRIOT BANK, N.A.

Thank you for opening and keeping an account with us.

Please read this entire agreement carefully so you understand your rights and obligations for your deposit account and deposit relationship with us, and keep it in a convenient place for future reference.

In this agreement, “Patriot Bank”, “Patriot Bank, N.A.”, “Bank”, “we”, “us” and “our” means Patriot Bank, N.A. “You” and “Your” means each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account.

Our accounts and services are generally available through our branches, through telephone banking, through our website ([www.BankPatriot.com](http://www.BankPatriot.com)), and through our mobile apps. However, some accounts and services may not be available at all times, in all locations, or through all channels.

## How to Get Started

After you open your account, please consider these optional services. They can help you manage your account.

- **Debit Card** – use your debit card to pay for purchases at merchants that accept debit cards, to make deposits at Patriot Bank ATMs and to withdraw cash from ATMs.
- **Direct Deposit** – have your paycheck, retirement benefits or other sources of income deposited electronically into your checking or savings account.
- **Online Banking** – helps you manage and keep better track of your finances. Here are some of the things you can do using Online Banking:
  - Check your account balances and review transaction history.
  - Transfer funds between your accounts at Patriot Bank and other financial institutions.

- Receive and review your statements and posted checks online, then print them at your convenience.
- Pay Bills.
- Transfer money to individuals.
- Open new accounts.
- Reorder checks.
- **Online Bill Pay Service** – pay your bills electronically.
- **Online Alerts** – provide an electronic notice through email or text message about account activity, such as when a deposit posts or when your balance drops below an amount you set.
- **Scheduled Savings Transfers** – helps make saving easier by automatically transferring money from your checking account to your savings account.
- **Overdraft Protection Service** from another linked account, such as your savings account – helps you avoid overdrafts and declined or returned checks and other items by automatically transferring available funds from your linked savings account to your checking account.

## How to Access Your Account

You can access your account and get information about our accounts and services:

- At our branches and at Patriot Bank ATMs.
- Through our Online Banking Service at [www.BankPatriot.com](http://www.BankPatriot.com).
- Through the Patriot Bank Mobile Apps.
- By calling our automated service at 1.888.PATRIOT (1.888.728.7468)

You can locate our nearest branch, ATM, Live Banker ATM, through our website at [www.BankPatriot.com](http://www.BankPatriot.com) or by using our mobile app.

## The Agreement for Your Account

### **Binding Contract**

*This Deposit Account Agreement, Disclosures and Fees*, the signature card and other account opening documents for your account are part of the binding contract between you and us (this “*Agreement*”) for your deposit account and your deposit relationship with us. They contain the terms of our agreement with you. Please read all of these documents carefully. This *Agreement* also summarizes certain laws and regulations that apply to common transactions, provides some disclosures for deposit accounts required by federal and state law, and establishes terms that cover some transactions or situations that the law either does not cover or allows us to change by this contract.

When you complete our account opening documents (as an example, you sign our signature card), request an account or keep your account open, you acknowledge that you have reviewed and understand the terms of this *Agreement* and you agree to be governed by these terms. You understand that these terms, as we may change or supplement them periodically, are a binding contract between you and us for your deposit account and your deposit relationship.

Our deposit relationship with you is that of debtor and creditor. This *Agreement* and the deposit relationship do not create a fiduciary, quasifiduciary or special relationship between us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

We give this *Agreement* to you when we open your account. You may obtain additional copies of this *Agreement* at our branches or through our website at [www.BankPatriot.com/disclosures](http://www.BankPatriot.com/disclosures).

### **Changes to This Agreement**

We may change this *Agreement* at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We ordinarily send you advance notice of an adverse change to this *Agreement*. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you.

When we change this *Agreement*, the then-current version of this *Agreement* supersedes all prior versions and governs your account.

If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this *Agreement*.

See the *Notices, Statements and Other Communications* section for information about how we provide notice.

### **Closing an Account**

You or we may close your checking or savings account at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings or interest-bearing checking account by withdrawing your funds. See *Notice of Withdrawal in the Other Terms and Services* section. You or we may close your time deposit account at maturity without advance notice.

If your account reaches a zero balance, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice.

Sometimes after an account is closed, we receive a deposit for credit to the account or a check or other item for payment from the account. If this happens, we may at our

# Deposit Account Agreement and Disclosures

option and without any liability to you, either return the deposit, check or other item; or we may reopen the account and accept the deposit, check or other item for you, even if this overdraws your account and causes you to incur overdraft fees.

Sometimes after an account which had funds in it is closed, and while we are still holding the funds from the account, we receive a withdrawal request, check or other item for payment from the account. We may refuse the withdrawal request and return the check or other item. We are not liable for any losses or damage that may result from refusing the withdrawal or dishonoring the check or other item, even if we are still holding funds that would cover the withdrawal, check or other item.

If your account is overdrawn when closed, you agree to pay immediately all amounts you owe us. If your account had funds in it when closed, we may:

- Hold the funds for your pick up or to pay outstanding or expected items or claims;
- Deposit the funds in another of your accounts with us; or
- Mail the funds to any of you by check at the address in our records for the account.

If your account earned interest before it closed, your funds stop earning interest when the account is closed, even if we continue to hold the funds. As an example, if we mail funds from an interest bearing account to you by check, then your funds do not earn interest, even if the check is returned to us or is not cashed.

This *Agreement* continues to govern matters related to your account even after your account closes.

## Governing Law

This *Agreement* and your and our rights and obligations under this *Agreement*, are governed by and interpreted according to federal law and the law of the state where your account was opened. We ordinarily maintain your account at the branch where

we open your account; however, if you did not open your account in a branch, we will decide where the account is maintained based on how you opened the account and/or purpose of the account, and the existing relationship you may already have with us.

## Explanation of Some Terms

### Definitions

Please keep in mind the following definitions as you review the Agreement.

**Annual Percentage Yield (APY)** is a percentage rate reflecting the total amount of interest paid on the account, based on the interest rate and frequency of compounding.

**Average daily balance** – to determine this balance for a statement cycle, we take the end-of-day balance in the account for each day in the statement cycle, add those balances together, and then divide that sum by the number of days in the statement cycle.

**Branch** means a branch of Patriot Bank, N.A.

**Business days** – our business days are Monday through Friday, excluding bank holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day and while a branch is still open. Hours of the business day for an ATM or branch are available at the ATM or branch.

**Collected balance** is the ledger balance for the account minus that portion of funds deposited for which we have not received credit based on the availability schedule we apply to the account. At times checks deposited that have been made available may not be fully collected in the Federal Reserve system and therefore may be returned to us and be debited from your account even if this overdraws your account and causes you to incur overdraft fees.

Customer Support means our customer support staff who assist customers via the Live Banker ATMs, our toll free number at 1.888.PATRIOT (1.888.728.7468), and through our website at [www.BankPatriot.com/contact](http://www.BankPatriot.com/contact).

# Deposit Account Agreement and Disclosures

**End-of-day balance** is the amount that we determine is in the account for a day after we finish processing that day's transactions.

**Item** includes all orders and instructions for the payment, transfer or withdrawal of funds from an account. As examples, Item includes: a check, substitute check, purported substitute check, electronically created item, electronic transaction (including an ACH transaction, ATM withdrawal or transfer, or point-of-sale transaction), draft, demand draft, remotely created check, remotely created consumer check, image replacement document, indemnified copy, preauthorized draft, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or other order of instruction for the payment, transfer, or withdrawal of funds, or an image, digital image or a photocopy of any of the foregoing. Item also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. Item may also include a cash-in ticket and a deposit adjustment. Item may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.

**Live Banker ATMs** use advanced Video Banking Technology. Relationship Bankers will help you complete almost every transaction or service that otherwise can be done in a branch location via video through an Interactive Teller Machine.

**Ledger balance** is the current balance in the account each day and may be different than the collected balance.

**Minimum daily balance** - the lowest end-of-day balance in the account during a statement cycle.

**Patriot Bank, Patriot Bank, N.A., Bank, we, us and our** mean Patriot Bank, N.A.

**You and your** mean each and every owner of the account and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account.

## Headings and Interpretation

We include section and paragraph headings in this Agreement to help you find terms and provisions. The headings are for convenience or reference only. They do not limit the term or provision.

Unless it would be inconsistent to do so, words and phrases used in this document should be constructed so the singular includes the plural and the plural includes the singular.

In some sections we give examples. The examples cover some but not all of the situations or items that are covered by the section.

## Information About You and Your Account

### Information You Give Us

When you open a deposit account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

### Identification

Federal law, including the USA PATRIOT ACT, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution.

When you apply for an account, we will ask for your legal name, address, date of birth and your Tax Identification Number (TIN). We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

## **Patriot Bank's Privacy Policy for Consumers**

Our privacy policy for consumers is included herein. We provide our privacy policy to consumers who open a personal account with us. The privacy policy describes our policy on handling customer information and describes the situations when we may disclose information, including some examples. You can also review our privacy practices on our website at [www.BankPatriot.com](http://www.BankPatriot.com)

## **Credit Reports and Other Inquiries**

We may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your account. This may include verification of employment and credit reports or other reports from account information services and credit reporting agencies.

If you ask, we will tell you whether we requested a credit report and, if we did request a report, we will tell you the name, address and telephone number of the reporting agency.

## **Disclosing Information About You and Your Account**

This section applies to both business and personal accounts. We may disclose information about your accounts to credit reporting agencies and to other persons or agencies, who, in our judgment, have a legitimate purpose for obtaining information.

From time to time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information on you and your accounts:

- Where it is necessary for completing transactions;
- To account information services, such as ChexSystems, Inc.;
- To anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or credit bureau;
- In response to any subpoena, summons, court or administrative order, or other legal process that we believe requires our compliance;
- In connection with collection of indebtedness or to report losses incurred by us;
- In compliance with any agreement between us and a professional, regulatory or disciplinary body;
- In connection with potential sales of businesses; and
- To service providers who help us meet your needs by assisting us in providing or offering our products or services.

In the event of a conflict between the terms of this section and the terms of our *Privacy Policy for Consumers*, the terms of our *Privacy Policy for Consumers* governs.

**Account Information Services** - If we close your account because of your unsatisfactory handling, we generally report to account information services such as ChexSystems, Inc., your name, address, Taxpayer Identification Number (TIN), driver's license number, and the date and reason we closed the account. The account information service may supply this information to others. This may adversely impact your ability to establish an account at any financial institution for up to five years from the date of the report.

## **Telephone Calls: Calling, Monitoring and Recording**

When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages.

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You authorize us to monitor and record telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. As required by law, we will remind you that we may be monitoring or recording a call at the outset of the call.

**Video and Audio Recording** – Patriot Bank has the authority to record via both video and audio means any transaction at any of our facilities, including branches, ATMs, and Live Bankers (Interactive Teller Machines), or in any other channel through which customers conduct business.

You consent and agree in advance to these terms and conditions.

## Release of Information

You can obtain information about your account by many methods, including at a branch, by telephone, by mail, by Live Banker ATM and through our Online and Mobile Banking Services. We believe we have adopted reasonable security measures for each method, but we cannot ensure against unauthorized inquiries or intrusions. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM card, debit card, or other code or access device, or who has learned your identifying characteristics, such as personal identification number (PIN), account number or social security number, even if you have not authorized them to obtain the information.

## Account Ownership

### Some General Terms

When you open an account, we may rely on information you give us and we maintain in our records. We determine the type and ownership of the account from this information. When you ask us to make a change to this information or your account, and we agree to the change, the change is not effective

until we have had a reasonable time to act on the new information. As an example, if you ask us to change the signers on your account, your requested change is not effective until we have a reasonable time to act on it. If we ask you to give us additional documents or information, and you do not do so promptly, we may close your account.

When we accept a deposit to an account or permit a withdrawal or payment from an account, we may rely upon the form of the account and the terms of this *Agreement* at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account. When we permit a withdrawal or payment from an account at the request of any signer, or the agent of any signer, in accordance with the terms of this *Agreement*, the withdrawal or payment is a complete release and discharge of the Bank from all claims regarding the withdrawal or payment.

If you instruct us to open an account in the names of two or more people, and we do so, but later determine that one or more of them have not completed our account opening documents or other requirements, you agree to hold us harmless for reliance on your instruction. We may in our discretion for all purposes and circumstances (including determining ownership of the account following the death of any person in whose name the account was opened) either treat the account as being owned by all persons in whose names the account was opened or treat the account as being owned solely by the persons who have signed or completed our account opening documents or other requirements. If we treat the account as owned by all persons in whose names the account was opened, we may permit the non-signing person to withdraw funds or take other action on the account without any liability to you.

# Deposit Account Agreement and Disclosures

We may open an account without regard to whether you are married and without regard to whether the funds on deposit are your community or separate property. We may require you to close the account in order to remove a co-owner, terminate a joint ownership or change a payable on death or trust designation.

## Some Basic Terms for Joint Accounts

If more than one person's name appears in the title of an account without a fiduciary, beneficiary or other designation, then the account is a joint account. All persons whose names appear on the account are co-owners of the account, regardless of whose money is deposited in the account.

Each co-owner acts as the agent of each other co-owner. Each co-owner authorizes each other co-owner to operate the account without the consent or approval of any other co-owner. We may act and rely on the instructions of one co-owner without liability to any other co-owner. As examples, one co-owner may without the consent or approval of the others:

- Add additional persons as co-owners;
- Deposit funds and withdraw or transfer part or all of the funds in the account;
- Endorse for deposit to the joint account on behalf of any other co-owner an item payable to another co-owner;
- Instruct us to stop payment on a check or other item that another co-owner wrote on the account;
- Obtain an ATM card or a debit card;
- Draw upon an overdraft or other line of credit connected to the account;
- Obtain information about the account, including transactions conducted by other co-owners;
- Pledge the account as security for any debts; and
- Close the account.

Each co-owner is jointly and severally liable to us for all fees, charges and other amounts

owed to us on, and all costs, losses and liabilities related to, this *Agreement* or the account.

All joint accounts are presumed to be joint accounts with the right of survivorship, unless the applicable state law does not permit this presumption or we have agreed with you in writing that the account is owned in another capacity. ***Right of survivorship means that when a co-owner dies, the funds in the account belong to the surviving co-owner(s)***, subject to our right to charge the account for any amount the deceased co-owner or a surviving co-owner owes us. The rights of survivorship continue between surviving co-owners and we may pay the funds in the account to any surviving co-owner. The applicable state law may impose requirements that must be met to create a joint account with right of survivorship. You are solely responsible for meeting these requirements.

## Some Basic Terms for “Payable on Death” (POD/ITF) Accounts

For an individual or joint account, you may choose to make your account payable on your death to one “payable on death” beneficiary per account. You can make your account a “payable on death” account by instructing us to list the “payable on death” beneficiary on the account and complying with the applicable state law. The applicable state law usually imposes requirements that must be met to create a “payable on death” account. As an example, you may have to include certain words or letters in the account title to create a “payable on death” account, such as: “payable on death,” “POD,” “in trust for,” “ITF,” “as trustee for,” “ATF,” “transfer on death,” “TOD,” or “Totten Trust.” ***Patriot Bank uses “ITF” designation for all “payable on death” accounts.*** You are solely responsible for meeting these requirements. We may treat an account which names a “payable on death” beneficiary as a “payable on death” account. However, if the applicable requirements are not met, we may treat your account as though there is no “payable on death” beneficiary.

# Deposit Account Agreement and Disclosures

During your lifetime, a “payable on death” account belongs to you. You may close the account, remove or change the “payable on death” beneficiary, change the account type or ownership, and withdraw all or part of the funds in the account. We may require you to close the account in order to make ownership or beneficiary changes. When the account owner or last co-owner dies, we may pay any funds remaining in the account to the then-surviving (if any) “payable on death” beneficiary, subject to our right to charge the account for any amount a deceased owner, co-owner or “payable on death” beneficiary owes us. We may distribute the account balance, subject to any bank claims, to the surviving beneficiary. A “payable on death” beneficiary does not acquire an interest in the account until after the death of the account owner or the last co-owner. A “payable on death” beneficiary may acquire an interest in the account at that time but only if the “payable on death” beneficiary is alive.

## Some Basic Terms for Business and Other Non-Personal Accounts

If the account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or completing other account opening requirements represents and agrees that they:

- Are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- Have furnished all documents or other information necessary to demonstrate that authority; and
- Will furnish other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed.

## Transferring Ownership

Your account is for your use only. It is non-transferable and non-negotiable. Ownership of your account is transferable only on our records with our consent:

- You may not grant, transfer or assign any of your rights to your account without our written consent.
- Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.
- We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest.

## Checking and Savings Accounts

### Types of Accounts

We offer several different types of checking and savings accounts for personal and business customers.

The *Deposit Account Reference Guide and Fee Schedule* within this *Agreement* beginning on page 58, describes our personal, business, municipal and Nonprofit accounts and lists applicable fees.

Health Savings Accounts (HSAs) are demand deposit accounts. Please see the *HSA Application, Simplifier and Custodial Account Agreement and Disclosure Statements* provided separately at account opening for additional terms for these accounts.

### Eligibility for NOW Accounts

NOW accounts are commonly called interest checking accounts. Federal law provides that NOW accounts may only be opened and used by the following customers:

- Individuals (including sole proprietors);
- Certain Nonprofit organizations; and
- Federal, state or local governmental entities.

If we believe that you are not eligible to



# Deposit Account Agreement and Disclosures

own a NOW account, we may either close the account or convert it to another type of account. When we refer in this *Agreement* to checking accounts, the reference includes NOW accounts.

## Demand Deposit Accounts

Demand deposit accounts are commonly called checking accounts. All types of customers can open a demand deposit account. Most demand deposit accounts do not earn interest.

When we refer in this *Agreement* to checking accounts, the reference includes demand deposit accounts.

## How We Calculate Interest on Interest-Bearing Checking and Savings Accounts

If you have an interest-bearing checking or savings account, then please note the following:

- Your funds earn a variable rate. Your interest rate and annual percentage yield (“APY”) may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.
- We compound daily and credit interest to your account monthly.
- We use the daily balance method to calculate the interest on your account.
- For personal and business checking accounts and for personal and business savings accounts, the daily balance method applies a daily periodic rate to the principal balance in the account each day.
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the first business day after the banking day.
- Deposits you give us on a weekend or bank holiday are treated as received the next business day.

Some checking and savings accounts do not earn interest. The checking and savings accounts that earn interest are described in the *Deposit Account Reference Guide and Fee Schedule* within this *Agreement* as

interest-bearing accounts. Other checking and savings accounts do not earn interest. We pay interest only in whole cents.

We set interest rates at our discretion. The interest rate and APY we offer on the same type of account may be higher or lower based on the specific customer, account location or channel through which the account is opened. We may also consider your relationship with us in setting interest rates on your account, such as whether you have other accounts with us, your balances with us in your other accounts and how you use services that we offer with accounts.

We occasionally offer interest rate bonuses and other special promotions on specific accounts or to specific customers. These offers do not apply to all accounts, customers, locations or methods of account opening. You may obtain current interest rates for your account by calling us at 1.888.PATRIOT (1.888.728.7468) or by a branch representative during normal business hours.

**Balance Tiers** The daily interest rate we pay on some accounts depends on the tier into which the end-of-day balance in the account falls. A tier is a range of account balances. If you have one of these accounts, your balance earns the interest rate and APY in effect that day for the balance tier associated with your end-of-day balance. We may set the rate for each tier in any amount. The interest rate for one tier may be the same rate, or a higher or lower rate, than the rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers apply to different types of accounts.

## Relationship Banking

With some checking accounts you can designate your checking account as your primary checking account and then link many of your other accounts to it for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the combined balance required to avoid the monthly maintenance fee on your

primary checking account. This *Agreement* lists the required combined balance for each checking account to which the service applies and the types of accounts that can be linked for pricing.

You must tell us what other accounts you want us to link to your checking account for pricing. We do not link your other accounts for pricing unless you tell us to do so. An account can only be linked for pricing to one checking account at a time. To determine what accounts are linked for pricing, please call us.

When an existing account is closed and a new account is opened to replace the existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account was linked. You must tell us to link the new account for pricing.

When we calculate the combined balance, we may ignore accrued interest.

You understand that the statement for your primary checking account may include information about each linked account, including the account name, number and balance. We may make this information available to each owner and signer of any linked account. We may also send you a single combined statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. See *Combined Statements in the Statements and Notices* section.

### **Limits on Linking Accounts**

Some restrictions apply to what accounts can be linked to checking for pricing, including the following. You may only link an account to one checking account at a time. At least one of the owners of the linked account must also be an owner of the checking account. You may not link personal and business accounts together.

We may in our discretion place other restrictions on what accounts can be linked.

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## Time Deposit or CD Account

When you open a time deposit account, you agree to leave your funds in the account until the maturity date of the account. We often refer to a time deposit account as a “CD” or a “Certificate of Deposit,” even though we do not issue a “certificate.”

This *Agreement* applies to all CDs you open with Patriot Bank, including those opened under your Individual Retirement Account (IRA) Plan. Please see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* provided separately at account opening for additional terms of these plans.

A time deposit account is neither transferable nor negotiable.

### Types of CDs

We offer several different types of CDs for personal and business customers.

This *Agreement* describes our personal and business CDs.

### How We Calculate Interest on CDs

Your funds earn interest during the term of the time deposit account. We calculate interest as follows:

- Time deposits earn interest at a fixed rate. Fixed rate means that the interest rate that we apply to your account on the day we open it will not change for the term of the account.
- We compound interest daily and we credit interest to your account monthly and at maturity or disburse it to you according to the interest disbursement option you select.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate

to the principal balance in the account each day.

- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the business day the deposit is received. Deposits you give us on a weekend or bank holiday are treated as received the next business day.
- The annual percentage yield for your account assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

We generally set interest rates for new time deposit accounts based on the type of CD, the amount you deposit, and the term you select. Rates for new accounts may change daily. We pay interest only in whole cents.

We may also set interest rates based on a specific account or customer, or based on the location or channel through which we open the account. This means that the interest rate and APY we offer on the same type of CD may be higher or lower based on the specific customer, location or method of account opening. We may offer interest rate bonuses and other special promotions to specific customers or accounts. Interest rate bonuses and other special promotional offers may not apply to all customers, locations or methods of account opening.

You may obtain current rates by calling us at 1.888.PATRIOT (1.888.728.7468) or by asking a branch representative during normal business hours.

### Disbursing Interest

You may choose to have us credit your interest to your account. With this option, we reinvest the interest in your account monthly and at maturity.

Alternatively, you may have us monthly disburse the interest from your account by having us credit the interest to a Patriot Bank checking or savings account.

# Deposit Account Agreement and Disclosures

## CDs That Automatically Renew

Unless your account information states that your time deposit does not automatically renew, we automatically renew your account by reinvesting your funds. We reinvest both principal and interest, unless you elected to have your interest disbursed. (See *Disbursing Interest* in this section.)

When we automatically renew your CD, the term for the reinvested CD is the same length as the previous term of your account unless we notify you that we are changing the term of the CD. For time deposits with a fixed interest rate, the interest rate and APY for any renewal term is based on the rate we offer on the first day of the new term for the type of CD, amount and term of the reinvested deposit. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing accounts.

If at any maturity date we no longer offer time deposit accounts of the same term and type, we may reinvest your funds in a time deposit that we believe offers similar features.

## Grace Period

The grace period begins on the first day after the maturity date. The grace period is seven calendar days. You may make a deposit or withdrawal, or change the length of the term, once during the grace period and, if you take one of these actions, the grace period ends on that day. If the last day of the grace period is a non-business day (a weekend or bank holiday), then the grace period ends on the last business day before that non-business day. We may pay interest during the grace period based on the rate we offer on the first day of the new term for the type of CD, amount, and term of the deposit.

## Deposits to a CD

You may make an additional deposit to your account during its grace period. Otherwise, for all CDs, you may not make deposits during the term of the CD.

You may not make a deposit to a time deposit

account by wire or automated clearinghouse (ACH) transfer.

## Early Withdrawals

You have contracted to keep your funds on deposit for the stated term. You may not withdraw all or part of a time deposit account except as provided in this *Agreement*.

At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. Each time we permit you to make an early withdrawal of principal we may charge you an early withdrawal penalty. We may deduct the penalty from your interest or principal:

- For CDs with terms of less than 12 months, the penalty is an amount equal to 6 months' interest on the amount withdrawn;
- For CDs with terms of 12 months or longer, the penalty is an amount equal to 24 months' interest on the amount withdrawn.

If the withdrawal occurs within six days after the date the account either opens or renews, or within six days after a partial withdrawal, we calculate the amount of the early withdrawal penalty as above, but in no event will the penalty be less than an amount equal to seven days' interest.

Please note that the term of a CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your CD.

If we are required to pay an amount from your CD (e.g., levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

An early withdrawal from an IRA may also be subject to additional federal tax (and possibly additional state and local taxes) if you are under age 59 ½.

## Closing or Redeeming a CD

We may close or redeem an automatically renewable account at the end of the term.

# Deposit Account Agreement and Disclosures

You may close or redeem your account during its grace period.

## Information About Fees and Charging Your Account

### Fees

You agree to pay for our services in accordance with the fees that apply to your account and your deposit relationship with us.

**Account Fees** – Your account is subject to the fees described in this *Agreement*.

The schedule that applies to your account is part of the binding contract between you and us.

The fees for many of our products and services may vary from state to state or between regions within a state. We charge account fees to you based on the state or region in which the branch where we maintain your account is located. Account fees are not based on your state of residence or the state where you use or purchase the service. Your account fees and terms may differ from those of other customers with the same type of account, based on our assessment of your overall relationship with us.

**Fees for Other Services** In addition to checking, savings and CD accounts we also offer many other services, such as wire transfers, cashier's checks and bond redemption. You can get current information about these services and the fees that apply to them at a branch or by calling us at 1.888.PATRIOT (1.888.728.7468) during normal business hours. We may occasionally list fees for some of these services in this *Agreement*.

Fees for these services may vary from state to state. The fees you pay for these services are those charged by us in the state where we sell you the service. We may change these fees at any time without notice.

**How We Set Fees** – We set our fees based on many factors, including the value we offer, our competitive position, deterrence of misuse of an account by our customers, consider-

ation of profit, and the safety and soundness of the Bank. We may also consider costs in setting fees, but we do not set our fees based only or primarily on the direct or overall costs and expenses associated with providing the particular account or service involved.

### Charging an Account

We may deduct fees, overdrafts and other amounts you owe us under this *Agreement* from your accounts with us except that this provision does not apply to any consumer credit covered by the Federal Truth in Lending law. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. You agree to pay immediately all fees, overdrafts and other amounts you owe us.

We may use deposits you or others make to your account (including deposits of payroll and government benefits) to pay fees, overdrafts and other amounts you owe us.

Some government payments (such as Social Security, Supplemental Security Income, veterans and other federal or state benefits) may be protected from attachment, levy, garnishment or other legal process under federal or state law. If such protections would otherwise apply to deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts and other amounts you owe us under this *Agreement*.

### Insufficient Funds – Overdrafts and Returned Items

You can avoid fees for overdrafts and declined or returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts, such as our Online Banking Ser-

# Deposit Account Agreement and Disclosures

vice and online/text alerts. Please see *How to Get Started* section in the *Introduction*.

We recommend that you enroll in one of the optional *Overdraft Protection* plans described below. These plans can help you avoid overdrafts and declined or returned items. While fees apply when you use an *Overdraft Protection plan*, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items.

## Overdrafts and Declined or Returned Items

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional Overdraft Protection plans and have enough available funds in the linked account under the Overdraft Protection plan, we transfer funds to cover the item. Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item).

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

This *Agreement* explains when we charge you fees for overdrafts and for denied or returned items and the dollar amount of the fees. Please review the *Ancillary Fees* within this *Agreement* carefully.

If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts,

fees and other amounts you owe us.

Sometimes funds in your account are not available to cover your checks and other items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your checks and other items. We usually make this determination once at the end of the day when we process items. As examples of holds, holds include deposit holds and authorization holds we place on the account for debit card transactions.

We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

**What are “items”?** Items include all orders and instructions for the payment, transfer, or withdrawal of funds from your account. As examples, *item* includes a check, draft, image, substitute check, electronically created item, everyday nonrecurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, and in-person payment, transfer or withdrawal instruction. For more examples, please review the definition of items in the *Explanation of Some Terms* section.

**What are everyday non-recurring debit card transactions and what are recurring debit card transactions?** Everyday non-recurring debit card transactions are usually purchases made with your debit card or debit card number on a one-time or day-to-day basis.

As examples, you use your debit card for purchases of groceries, gas, or coffee in the morning. Recurring debit card transactions are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for rent, mortgage, car, or utility payments.

## Daily Negative Balance Fee

The Daily Negative Balance fee is an overdraft fee. This fee is in addition to Insufficient Funds item fees and Uncollected Funds item fees that may apply to your account for each overdraft or returned item. This additional charge applies to your account when we determine that your account has been overdrawn for 5 or more consecutive calendar days. You can avoid this fee by promptly covering your overdraft – deposit or transfer enough available funds to cover your overdraft, plus any fees we assessed, within the first 5 consecutive calendar days that your account is overdrawn.

Please see the *Ancillary Fees* within this *Agreement* for more information about this fee.

## Personal Accounts – Overdraft Practices

We automatically apply our standard overdraft practices to personal accounts. We refer to this as our *Standard Overdraft Practices*.

With our Standard Overdraft Practices, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or in any applicable *Overdraft Protection plan*) to cover the transaction. We may authorize and pay overdrafts for certain types of transactions including checks and other transactions made using your checking account number, ACH transactions, preauthorized payments, and automatic and online bill payments. For more examples of other transactions, please review the definition of items.

However, your account might still become overdrawn. Here is an example of how that could occur. You want to use your debit card to make a purchase and a merchant asks us to authorize the transaction. We authorize the transaction because we determine you

have enough available funds in your account at this time. However, we do not receive the debit card transaction from the merchant for processing and posting to your account that day. We do receive another transaction (such as a check you previously wrote) that we process and post that day and that other transaction reduces the available funds in your account below the amount of the debit card transaction. This means, unless you promptly transfer or deposit enough available funds, when we receive the debit card transaction, it will overdraw your account.

With our *Standard Overdraft Practices*, you may still incur fees for overdrafts and declined or returned items. Please review the *Ancillary Fees* within this *Agreement*.

## Business Accounts – Overdraft Practices

We automatically apply our *Standard Business Overdraft Practices* to business accounts. With our standard business overdraft practices, we may occasionally authorize and pay overdrafts for all types of transactions. Please note that returned item fees can apply to declined or returned transactions. You may incur overdrafts and fees for overdrafts and declined or returned items.

## Posting Orders

We determine the order in which we process and post deposits and other credits and checks and other items to your account. We may pay or authorize some items, and decline or return others, in any order we deem appropriate. When you do not have enough available funds to cover all of the items presented that day, some processing and posting orders can result in more insufficient funds items and more overdraft and returned item fees than other orders. We may choose our processing and posting orders regardless of whether additional fees result.

Please see the *Processing and Posting Orders* section for more information.

## Overdraft Protection Plans

We recommend that you enroll in one of the optional Overdraft Protection plans described below to help protect your account from overdrafts and declined or returned items. The fees under these plans may be less expensive than the fees for overdrafts and returned items.

*The Deposit Account Reference Guide and Fee Schedule* for your account explains the fees and other charges that apply to Overdraft Protection plans. Please review this *Agreement* for your account carefully. Certain other restrictions apply.

**Overdraft Protection from Another Deposit Account** This plan links your checking account to a Patriot Bank savings account for overdraft protection.

When you do not have enough available funds in your checking account to cover an item, we may automatically transfer funds from the available balance in your other deposit account to your checking account. We generally charge an overdraft protection transfer fee for each transfer. Funds you deposit in to your other deposit account may not be available immediately for overdraft protection transfers. We cancel this Overdraft Protection plan if your checking account or other deposit account is closed.

Please see the *Deposit Account Reference Guide and Fee Schedule* for more information about overdraft protection from another deposit account.

**Overdraft Protection from Your Line of Credit** This plan links an eligible Patriot Bank overdraft line of credit to your checking account for overdraft protection.

When you do not have enough available funds in your checking account to cover a check or other item, we may automatically advance funds from your linked line of credit and transfer the funds to your checking account.

The advance is made under, and is subject to, the terms and conditions described in the line of credit agreement. We ordinarily make the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to finance charges under the line of credit agreement.

Please see your line of credit agreement for more information about overdraft protection from your line of credit.

## Processing and Posting Orders

We may determine in our discretion the order that we process and post credits, debits and holds to your account. We may credit, authorize, accept, pay, certify, decline or return credits, debits and holds arriving to your account on the same day in any order at our option. We may change our processing and posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we report debits and credits in the order that we posted them to your account.

As examples: Credits include teller deposits, direct deposits and credits we make. Debits include checks, debit card purchases, withdrawals (in-person, ATM, preauthorized and online), payments, fees, charges and other items. Holds include deposit holds, debit card authorizations and holds related to electronic transfers.

## Debit Categories

We may establish different categories for different types of debits, move debit types among categories, and determine posting orders within each category and among categories. A category may include more than one type of debit. Some categories may have different posting orders than other categories. We may change categories and orders within categories at any time without notice.



## Posting Order

We may process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later.

- We ordinarily process ATM withdrawals, debit card transactions, online transfers and telephone transfers first – in real time as they occur for the day on which they are processed.
- We process cash withdrawals and on us items cashed in a branch second – in real time as they occur for the day on which they are processed.
- We process ACH credits third or when received – according to the dollar amount with the smallest items being processed first for the day on which they are processed.
- We process ACH debits fourth or when received – according to the dollar amount with the smallest items being processed first for the day on which they are processed.
- We process scheduled online transfers and scheduled automatic internal transfers fifth – in the order in which they are received for the day on which they are processed.
- We process in-clearing checks sixth – in numerical order for the day on which they are processed.

## Overdraft Fees

Some processing and posting orders may result in more overdraft items and returned items and more fees than other orders. We may choose our processing and posting orders regardless of whether additional fees may result.

You can avoid overdraft fees by making sure that your account always contains sufficient available funds to cover all of your transac-

tions. Sometimes you appear to have enough funds in your account to cover a debit but still get an overdraft fee on the debit.

This can occur when your account balance included some funds that were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds.

## Processing Deposits and Cashed Items

### Cashing Items or Accepting Items for Deposit

We may accept, accept for collection only, refuse, or return all or part of any deposit. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them:

- If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit unless you can prove our determination was erroneous.
- We may refuse to accept for deposit to your account items payable to another person.
- In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.

## Deposit Account Agreement and Disclosures

- Cash in a deposit.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

**Deposit Slips** You should always use our personalized deposit slips with your pre-printed name and account number. If you use a blank deposit slip from one of our branches, rather than your personalized deposit slip, we are not liable to you for errors that may result.

**Cashier's Checks** We cannot verify that money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash, or accept for deposit, a money order, cashier's check or similar item, and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if we previously made the funds available to you, or it causes your account to become overdrawn.

**Foreign Items** You should be especially cautious about accepting items drawn on banks located outside of the United States.

### Checks Lost in the Collection Process

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. We may charge your account for the amount of the check if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check, even if charging this item to your account causes your account to become overdrawn.

A check that was lost may not be returned to

us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

### Collection Items

We may accept certain items — such as checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collection items separately. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn.

We charge fees for processing collection items. Financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid. For our current collection fees, see the *Ancillary Fees* within this *Agreement* or call us at 1.888.PATRIOT (1.888.728.7468) or ask a branch representative during normal business hours.

### Demand Drafts and Remotely Created Checks

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such draft or check was not authorized by the persons on whose accounts it was drawn.

## Deposit Preparation and Acceptance

When you make deposits through our branches, including ATMs and night depositories, or by mail, we may use the method of delivery to determine when we accept the deposit, when you receive credit for the deposit, and whether deposit fees apply.

If we credit your account for a deposit and provide you with a receipt, we may use the amount shown on the deposit slip or otherwise specified by you. The amount of the credit is subject to subsequent verification by us and, after review, we may adjust your account for any errors.

Any of our employees or authorized agents may open and count any deposit that a teller did not count in front of you, including coin deposits, cash deposits, and each deposit made through the mail, a night depository, or other automated depository. You agree not to dispute that employee or agent's determination of the amount you delivered. We may treat these funds as not accepted by us for deposit until we have verified the amount.

If you make your deposit through a mechanical or automated depository such as an ATM or night depository, you agree to exercise due care in opening, closing and properly securing the depository.

If your deposit includes items that we do not accept for deposit, we may hold those items until claimed by you.

## Deposit Error Correction

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account. We report adjustments on your account statement. However, if the error in completing the deposit slip was inadvertent and is less than

our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

## Encoding Deposits

If you are a business client, you may ask us for permission to encode the MICR line of an item you deposit with us. If we permit this, you agree to follow the instructions we give you for preparing and encoding your deposits. If you make an encoding mistake that results in costs, losses or damages to us, you agree to reimburse us for our costs, losses and damages, including attorneys' fees. We may charge them to your account.

We are not liable for any claims, costs, losses, or damages you may incur when you encode your own items.

If our equipment is unable to read what we consider a significant number of your encoded items, we may refuse to accept some or all of your items and we may charge you fees for each item we do accept.

You must provide us with a replacement or a copy of each original check if the deposit is lost or destroyed. We are not liable to you if you are unable to do so.

## Endorsing Checks

We may endorse and/or collect items deposited to your account without your endorsement but may, at our option, require your personal endorsement prior to accepting an item for

# Deposit Account Agreement and Disclosures

deposit. If you deposit items that bear the endorsement of more than one person or of persons who are not signers on the account, we may refuse the item or may require you to have their endorsement guaranteed before we accept an item.

We may accept for deposit checks payable to any signer on your account when endorsed by any other signer.

When you endorse checks that you ask us to cash or deposit, you must endorse checks in the area that extends 1.5 inches from the trailing edge of the back of the check. You must also confine information that you place or have preprinted on the back of your checks to the same area. Otherwise, it may overlap into the area reserved for the banks' endorsements. The trailing edge is the left side of the check when you look at it from the front.

If you endorse a check outside of that area, mark or otherwise obscure the other area or a prior endorsement or make an endorsement that is illegible or incomplete, we may refuse the item or we may accept such non-conforming endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage that may arise as a result.

If it becomes necessary for us to return one of your checks, your endorsement or information placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a check due to material entered on the back of the check that obscured or interfered with the depository or another bank's endorsement.

## Identifying the Account for Your Deposit

You must correctly identify the account to which you want funds deposited. We may credit a deposit to an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruc-

tion differs from the name on the account.

You are responsible for any claim, cost, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made.

## Overpayments and Reversals

If funds to which you are not entitled are deposited to your account by mistake or otherwise, we may deduct these funds from your account, even if this causes your account to become overdrawn. If the funds were transferred from your account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

## Returned Items

This section applies to items that you deposit or that we cash for you (a "cashed or deposited item") and includes items drawn on us as well as items drawn on other financial institutions. You are responsible for returned items.

If a cashed or deposited item is returned to us at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your account without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearing house rule. We may also deduct from your account any interest you may have provisionally earned on the item. We may charge you a fee for each returned item. Different fees may apply to domestic and foreign items. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic, automated clearing house ("ACH") or other means or on the day we receive notice that the item is being returned to us — whichever is earlier.

As an example: if an item deposited in your account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears

## Deposit Account Agreement and Disclosures

a forged or missing endorsement, or should not have been paid for any reason, we may at our discretion charge the item against your account or place a hold on the amount of that item against your account until the claim is finally resolved. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraw your account. We are not liable to you if there are insufficient funds to pay your items because we withdraw funds from your account or in any way restrict your access to funds due to a hold or debit to your account in connection with a returned item. You agree to repay immediately an overdraft caused by a return of a cashed or deposited item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document (“IRD”) or an image, instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send the unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$5,000 or more, we may send you a notice. We do not send a notice about returned checks of less than \$5,000.

### **Substitute Checks**

You agree that you will not cash or deposit “substitute checks” as defined by federal law or Image Replacement Documents (“IRD”) that purport to be substitute checks and have not been previously endorsed by a bank. If you cash or deposit such an item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for all claims, losses, costs and damages we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards or causes duplicate payments.

### **Third-Party Endorsements**

We may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification.

### **When Funds are Available for Withdrawal and Deposit Holds**

In many cases, we make funds from your deposited checks available to you sooner than we are able to collect the checks. This means that, from time to time, a deposited check may be returned unpaid after we made the funds available to you. Please keep in mind that even though we make funds from a deposited check available to you and you withdraw the funds, you are still responsible for problems with the deposit. If a check you deposited is returned to us unpaid for any reason, you will have to repay us and we may charge your account for the amount of the check, even if doing so overdraws your account.

# Deposit Account Agreement and Disclosures

## Your Ability to Withdraw Funds

Our general policy is to make funds from check deposits available to you no later than the second business day after the day we receive your deposit. However, the first \$225 of your deposits will be available no later than the first business day after the day of the deposit. Our policy is to make funds from cash deposits made in person at a branch available to you on the day of the deposit.

Our policy is to make funds from electronic direct deposits made through the automated clearinghouse (ACH) and incoming wire transfers available to you on the day of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

## Mobile Deposit Funds Availability

Mobile Deposit is available 24 hours a day, 7 days a week for purposes of deposits made using the mobile deposit service. With regard to the availability of deposits made using the Mobile Deposit services, our general policy is to make funds available after we receive and accept the deposit. The first \$225 of your deposit will be available the next business day after the day of deposit, and the remainder of the deposit to be available on the second business day.

All checks must be endorsed with proper endorsement including the words "For Mobile Deposit Only to Patriot Bank, N.A." in order for the Bank to accept the deposit. Additional delays may occur on a case-by-case basis. For determining the availability of your deposits, every day is considered a business day except Saturdays, Sundays, and Federal Holidays.

## Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you by the second business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available for a longer period.

If we are not going to make all of the funds from your deposit available by the second business day after the day of your deposit, we generally notify you at the time you make your deposit. We 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 mail you the notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeat-edly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

## Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days the account is open. Funds from electronic direct deposits to your account are 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 are available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,525 is 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. Funds from all other check deposits are generally available by the ninth business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (*see Longer Delays May Apply above*).

## **Government Checks, Cashier's Checks and Other Special Types of Checks**

Our policy is to make funds from U.S. Treasury checks that are payable to you available no later than the first business day after the day of the deposit.

If you make the deposit in person to one of our employees, and meet the other conditions noted below, our policy is to make funds from the following types of deposits available no later than the first business day after the day of your deposit:

- State and local government checks that are payable to you and are deposited in an account in the same jurisdiction that issued the check.
- Cashier's, certified and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders that are payable to you.
- Checks drawn on Patriot Bank, N.A. that are payable to you.

If you do not make your deposit of these checks in person to one of our employees (for example, if you mail the deposit), our policy is to make funds from these deposits available no later than the second business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits (see Longer Delays May Apply above).

## **Cash Withdrawal Limitation**

If we delay availability of your deposit, we place certain limitations on withdrawals in cash or by similar means. In general, \$225 of a deposit is available for withdrawal in cash or by similar means no later than the first business day after the day of deposit. Any remaining funds will be available for withdrawal in cash or by similar means on the following business day. Similar means include electronic payment, issuance of a cashier's check, or other irre-

vocable commitment to pay, such as a debit card transaction.

## **Holds on Other Funds**

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. 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 ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

## **Processing Withdrawals**

### **Cashing Checks for You**

We may occasionally refuse to cash a check written to you. If we cash a check and it is returned to us unpaid for any reason at any time, we may deduct the amount of the check from your account, even if this causes your account to become overdrawn, and we may charge you a fee. We may cash checks payable to any signer on your account when endorsed by any other signer. If you ask us to cash a check or other items for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us.

### **Cashing Your Checks for Others**

We will not cash your check for a third party payee in one of our branches unless you are a business customer and have a signed check cashing agreement on file with us. We may:

- Require identification satisfactory to us;
- Charge them a fee for cashing the check; and/or
- Impose additional requirements, such as limiting the locations where we will pay the check in cash.

## Deposit Account Agreement and Disclosures

If the person with your check fails or refuses to satisfy our requirements, we may refuse to cash the check. We are not liable to you for refusing to cash the check or for charging a check-cashing fee.

### Checks with Legends or Restrictions

Some customers print or write legends or restrictions on their checks. Sometimes the person to whom the check is payable will print or write a legend or restriction on the check. Legends and restrictions include conditions, special or restrictive instructions, and other notations. Some examples are: “not valid after 60 days,” “not valid over \$1,000.00,” or “paid in full.” We may disregard legends and restrictions. We may pay the item even if the legend or restriction has not been met. We are not liable to you for any claims, costs, losses or damages that result from the placement of these legends or restrictions on your checks or from our failure to abide by them (see Examining Checks below).

### Collection Items

When another financial institution submits to us for collection an item drawn on your account, we may charge the other financial institution a fee. When you do not have enough funds in your account for us to process a collection item drawn on your account, we may charge you an overdraft or returned item fee.

### Check Stock and Ink

You agree to bear the risk of loss if you use check stock that contains defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding or duplicate serial numbers.

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You also agree to bear the risk of loss if you elect to have your checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured

upon truncation; or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

### Converting Checks to Electronic Debits

Some businesses convert checks that you give them into electronic debits (sometimes referred to as an electronic check) and then send us an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time you write the check or authorize the transaction. Since the check is not sent to us, we do not have a copy of your check. We list these electronic debits on your account statement. If the business uses your check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A business that receives your check by mail and converts it to an electronic debit may give you notice of the conversion and destroy the original check.

### Examining Checks

We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated check processing procedures. Although we may visually review a sample of checks and other items from time to time, reasonable commercial standards do not require us to do so.

We select some checks for review based on certain criteria that change from time to time. This means that most checks are processed



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on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified according to the criteria that we may establish in our discretion for inspection.

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us. Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your account statement, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you.

### **Items Resulting from Voluntary Disclosure**

If you voluntarily disclose your account number to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. We may pay these items and charge your account.

### **Large Cash Withdrawals**

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a branch if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made at your sole risk and expense. We are not responsible for providing for your security in such transactions.

### **Stale-Dated and Postdated Checks**

If a stale-dated check — that is, a check dated more than six months in the past — is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check — a check dated in the future — is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it. See the *Stop Payment Orders and Postdating Orders* section.

### **Substitute Checks, Indemnified Copies, Images and Image Replacement Copies**

In some cases, we may be sent an indemnified copy of your original check, an image replacement document (IRD), a substitute check or an image of your check instead of the original item. We may act upon presentation

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of an IRD, indemnified copy, substitute check or image of your check, and pay these items against your account just as if the original item had been presented.

### Unpaid Items

If we decide not to pay a check or other item drawn on your account, we may return the original, an image or a copy of the item, or we may send an electronic notice of return and keep the original, an image or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

### Substitute Checks and Your Rights

The following provisions help explain some of the rights a consumer has under a federal law commonly referred to as Check 21. Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The clearing system relies heavily on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks.

#### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a 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 checks.

This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim.

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

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account,

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please contact us at the telephone number listed on your account statement or write to us at:

Patriot Bank, N.A.  
Attn: Deposit Operations  
900 Bedford Street  
Stamford, CT 06901

You must contact us within 45 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

### Notices, Statements and Other Communications

#### General Terms for Notices, Statements and Other Communications

Please review promptly all notices, statements and other communications we send you. In this section “communications” means all notices, statements and other communications we send you.

We will provide communications in English. Many communications will be notices of change affecting your rights and obligations.

We may:

- Address communications to one account owner;

- Destroy communications that are sent to you and returned to us as being undeliverable, along with any accompanying checks and other items;
- Authorize the post office or an agent to destroy communications, along with accompanying checks and other items, that the post office informs us are undeliverable; and
- Stop sending communications to you until a new address is provided to us if one or more communications that we mail to you are returned to us as being undeliverable.

We are not responsible for communications, checks or other accompanying items lost while not in our possession.

#### Notices

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement.

If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you through our branches. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners.

#### Statements

We provide you with a single statement when

## Deposit Account Agreement and Disclosures

there is activity on your checking or savings account. When there is no activity on your account, we may choose not to provide a statement. You may generally obtain an additional copy of your statement for a fee.

We recommend that you use our Online Banking service to review your account activity.

**For checking and money market accounts,** we provide you with a monthly statement. Statement cycles generally vary from 28 to 33 days and usually end on the last day of the month. A statement cycle can be shorter than monthly. As examples, a statement cycle may only be a few days in length for the first statement cycle after an account is opened or when a statement date is changed to link accounts for combined statements. If you want to know the date your statement and business cycle ends, call us at 1.888 PATRIOT (1.888.728.7468) during normal business hours.

**For personal and business savings accounts,** we provide you with a quarterly statement. If you have an electronic funds transfer, such as a direct deposit or an ATM withdrawal, to or from your account during any month, we provide a statement for that month.

**For Individual Retirement Accounts (IRAs) and Health Savings Accounts (HSAs),** we provide you with an annual statement.

**Combined Statements** With combined statements, we provide a single statement that reports activity for all accounts linked for this service, instead of separate statements for each linked account.

Accounts with the same primary owner may be automatically linked and reported on a combined statement, or at your request. When accounts are reported on a combined statement, you understand and agree that each owner and each signer of any linked account can review information about all linked accounts. As an example: If you own a checking account jointly with others and you link your individual savings account to this checking account for combined statements,

then each of the other owners and signers of the joint checking account can review information about both the checking account and your individual savings account. You should not link accounts for combined statements that you do not want others to see.

You must generally request combined statements and tell us what accounts you want us to link and report on a combined statement. In some cases, however, we may automatically send you a combined statement. As an example: we may automatically link accounts that have the same owners and provide a combined statement for those accounts. We may restrict what accounts can be linked for a combined statement. Please note that combining accounts on a single statement does not mean they are also linked for pricing. To determine which accounts can be linked, or to link accounts, for combined statements or for combined balances (pricing), please call us at 1.888. PATRIOT (1.888.728.7468) during our normal business hours.

### Check Images

For most accounts, we offer the following option regarding your canceled checks.

**Check Images** We provide with your statement an image of the front of each of your canceled checks that we post to your account during the statement cycle. We print images of your checks up to 10 images on a page. We do not return your canceled checks. Checks are deemed to be made available to you at the same time your statement is made available.

We store copies of your canceled checks (usually as a digital image) and then destroy the checks. Copies of checks are generally available for seven years from the date the checks are paid. See *Check Copies* in *Other Terms and Services*.

### Your Address and Change of Address

We may send notices, statements and other communications regarding your account to you at the electronic or street address we have in our records for your account.

## Deposit Account Agreement and Disclosures

You agree to notify us if you change your address.

### Actions You Can Take to Help Protect Your Account

Your role is extremely important in helping to prevent the wrongful use of your account. Please consider the measures below to help you protect your account.

**Stay Informed** We offer several services you can use to help you keep track of your account on a daily basis. You can use our Online Banking service to review your accounts and online alerts to receive notice of account balances and activity. Please see the information about these services in *How to Get Started*.

**Be Cautious About Giving Out Your Personal Information** We will not send you emails requesting personal information. If you receive an email that seems to come from us and requests personal information, do not answer it. Instead, please contact us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours.

**Be Cautious About Accepting Checks, Money Orders and Cashier's Checks, Especially from Strangers** You should be cautious about accepting checks, money orders and cashier's checks (especially, foreign checks) from strangers. Sometimes they are fraudulent or counterfeit. We cannot verify that a check, money order or cashier's check that purports to be issued by another company or financial institution is authentic or has any value at all when you give it to us and ask us to cash or deposit it.

We ordinarily make funds from a check you deposit or we cash for you available to you sooner than we are able to collect the check or determine whether the check is any good. If the check is returned to us unpaid for any reason, you are still responsible for the check. We charge your account for, and you will have to repay us, the full amount of the returned check. A check may be returned

because it "bounces" or because the check is fraudulent, counterfeit or invalid for some other reason.

One way to help protect yourself is to take the check to the bank, company (such as Western Union) or service (such as the U.S. Postal Service) that issued it and redeem the check for cash. For more information on how to avoid being a victim of fraud, visit [www.BankPatriot.com](http://www.BankPatriot.com) or consult trusted organizations such as your local Better Business Bureau or the Federal Citizen Information Center.

**Review Statements and Report Suspected Problems Immediately** You must promptly review the notices, statements and other communications, along with any accompanying checks and other items, we send you. You must also report problems or unauthorized transactions to us immediately, by calling 1.888.PATRIOT (1.888.728.7468) during our normal business hours. See *Reporting Problems*.

**Identity Theft** Identity theft occurs when someone uses your personal information without your permission to take over your existing account or to open new accounts in your name. Identity theft often begins with the loss or theft of a wallet or purse. Criminals can also obtain your personal information by stealing records from your trash or sending fraudulent emails to you requesting your information.

You should destroy or shred account statements, checks, deposit slips and other documents with your personal information before you throw them away.

### Other Actions You Can Take

Here are some other actions that you can take to help control your risk. This is by no means a complete list of preventive measures. You may want to take other or additional actions:

- Do not share your passwords, user names or personal identification number (PIN) for Online Banking or your ATM or debit card.

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- Call us if your new check order or debit card does not arrive within 10 business days.
- Be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.
- Do not give anyone a pre-signed blank check. Do not give anyone permission to sign your name on a check.
- Do not preprint your driver's license or Social Security Number on your checks.
- Write checks in a dark colored permanent ink and fill in all lines. Make sure the written and numeric amounts match, are readable and begin on the far left of the line so additional numbers or words cannot be added.
- Write and sign your checks clearly, because illegible checks are easier to forge.
- Use tamper resistant checks. If you do not order checks through us, ask your check vendor about tamper resistant checks.
- Store blank checks, deposit slips and statements in a safe place and audit your check stock frequently. When discarding, destroy them by shredding or other means so they cannot be copied or used. Call us immediately if any of these items are lost, stolen or missing.
- Use the same precautions that apply to your checks to your endorsement and signature stamps.
- Do not leave outgoing mail in an unlocked collection box or in your residence mailbox. Deposit outgoing mail in a locked U.S. Postal Service mail deposit box.
- Keep accurate records of your transactions and reconcile your statements as soon as they are made available to you. Pick up your mail every day. When reviewing your statements, watch for:
  - Checks cashed out of sequence or made payable to cash;
  - Use of a check number from a previously cleared item; and
  - Balance discrepancies or unexpected fluctuations.
- Reconcile your account yourself. If you have authorized someone else to transact on your account and you do not reconcile your account yourself, someone other than an authorized signer should reconcile your accounts.
- Business customers should assign to different individuals responsibilities for: opening mail, reconciling bank statements, endorsing incoming checks, making deposits, reconciling accounts payable checks with vendor invoices, reconciling incoming checks against outstanding receivables and issuing checks.

### Reporting Problems

If you find that your records and ours disagree, if you suspect any problem or unauthorized transaction on your account or you do not receive a statement when expected, call us immediately at 1.888.PATRIOT (1.888.728.7468) during our normal business hours. If you fail to notify us in a timely manner, your rights may be limited.

This section does not apply to electronic fund transfers that are subject to Regulation E. If we have a specific agreement with you for a service or this Agreement has specific provisions for a service (such as the Funds Transfer Services section), these provisions supplement the specific agreement and provisions to the extent they are not inconsistent.

### Your Responsibility

You must exercise reasonable control over your statements, checks, deposit slips, endorsement and signature stamps, debit and ATM cards, personal identification numbers, and other access devices. It is your respon-

sibility to keep them safe and secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account.

We may deny a claim for losses due to forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, and account information. We may also deny your claim if you do not monitor your account and report problems as provided in this section. Please review this Reporting Problems section carefully.

We offer certain fraud prevention and detection products and services to business customers. If we have offered you one or more of these services and you decline to use them or fail to implement them, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you are precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

## **What Are Problems and Unauthorized Transactions**

Problems and unauthorized transactions include suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. This is not a complete list.

## **Reviewing Your Account Statements and Activity**

Your review of your statements, checks and other items is one of the best ways to help prevent the wrongful use of your account. You agree:

- To review your statements, checks and other items and reconcile them as soon as they are made available to you;
- That our statements provide sufficient information to determine the identification and authenticity of any transaction, including without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account;
- To report any problems or unauthorized transactions as soon as your transactions are made available to you through our VRU, Online Banking service or statements; and
- That 60 days after we send a statement and any accompanying items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. There are exceptions to this 60 day period. For forged, unauthorized or missing endorsements, you must notify us within the period specified by the state law applicable to your account. For substitute checks, you must notify us within 45 days to qualify for an expedited re-credit. See section titled Substitute Checks and Your Rights.

## **We Are Not Liable If You Fail To Report Promptly**

Except as otherwise expressly provided elsewhere in this Agreement, if you fail to notify us in writing of suspected problems or unauthorized transactions within 30 days after

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we make your statement or items available to you, you agree that:

- You may not make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account; and
- You may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account.

Except as otherwise expressly provided elsewhere in this agreement, we are not liable to you for subsequent unauthorized transactions on your account by the same person if you fail to report an unauthorized transaction on your account within 30 days (or such lesser period as is specified in the state law applicable to your account) following the closing date of the statement containing information about the first unauthorized transaction.

### Written Confirmation and Other Assistance

If you report to us that an unauthorized transaction has occurred on your account, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and provide such other information and proof as we may reasonably request.

If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities.

If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the defect in the statement or item, unauthorized transaction or other problem and your agreement that we can charge the full amount to your account.

### Our Investigation and Maximum Liability

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care.

We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you.

### Business Insurance

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

### Opening a New Account

If you or we suspect that your account is or may be compromised, we may require that you close your account and open a new account. If there are any unauthorized transactions on your account, we require that you close your account and open a new one. If we require that you close your account and you do not do so with immediacy we are not liable to you for subsequent losses or damages on the account due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.



## Foreign Items

### What is a Foreign Item

A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a bank or branch of a bank located outside of the United States. Some foreign items are payable in United States dollars. Some are payable in a foreign currency.

### Be Cautious About Accepting Foreign Items

You should be cautious about accepting foreign items because foreign items are not subject to United States laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the United States. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss.

### Currency Exchange Rates

We may receive transactions related to your account or relationship with us for which we determine that it is appropriate to convert the transaction from a foreign currency to United States dollars or from United States dollars to a foreign currency. As an example, we receive a wire denominated in a foreign currency for credit to your account. When we decide to convert a transaction, we may determine in our discretion the currency exchange rate and then assign that currency exchange rate to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

We may consider many factors in setting our currency exchange rates. Some of these factors are exchange rates set by others, our desired rates of return, market risk and credit risk. We are not liable to you if our currency exchange rates are different from rates offered or reported by third parties; offered by us at a different time, at a different location or for a different transaction amount; or which involve different

payment media (such as bank-notes, checks and wire transfers). You acknowledge that:

- Currency exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates; and
- Currency exchange rates can be highly volatile and may change frequently during a day.

You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

### Wires Sent to a Foreign Currency Account

When you send a wire denominated in United States dollars to an account denominated in a foreign currency, an intermediary bank or the receiving bank may convert your wire into the applicable foreign currency and we may receive compensation in connection with any such conversion. When this occurs, the intermediary bank or the receiving bank determines in their discretion the currency exchange rate. We are not responsible for the exchange rate set by an intermediary bank or the receiving bank.

### You May Not Write Foreign Currency Checks

You may not write checks or give other withdrawal orders on your account, which order payment in a foreign currency. If we receive such a check or order, we may refuse to accept or process it without any liability to you.

### Processing and Collecting Foreign Items

We may refuse to accept a foreign item for deposit or collection. If we accept a foreign item for deposit or collection, you assume all the risks relating to or arising from: the collection process, a late return and changes in currency exchange rates.

If we accept a foreign item for deposit or collection, we may decide not to credit the value

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of the foreign item to your account until we receive the proceeds in cleared funds from the paying bank. However, if we do credit your account, the credit is provisional and we may reverse the credit at any time.

If we accept an item for deposit that we later determine to be a foreign item, we may decide that the item needs to be sent for collection. If so, we may reverse any credit given for the item and mail the foreign item to you at the address we have for your account statement. We may send or you may ask us to send the item for collection.

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. As examples, we are not liable for a default by any bank or agent involved in the collection process or for the loss of the foreign item in transit. We may send the foreign item through a correspondent bank or directly to the paying bank. We may deduct our fees and the fees and charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from your account.

If you request, we will try to determine the status of a collection. You agree to pay all fees and charges related to such a request. We may refuse your request if less than 30 business days have passed since we first processed the collection.

If a foreign item is returned to us unpaid for any reason at any time or is initially paid but then subsequently returned unpaid, we may charge your account for the foreign item and mail the foreign item to you at the address we have for your account statement. Even though the item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection process.

## Other Terms and Services

### Account changes

You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so.

You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent.

If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer.

You acknowledge that we may, but need not, require a new signature card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers.

After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change to your account.

### Automatic Transfer Service

You may have funds transferred automatically from most Patriot Bank checking or savings accounts to another Patriot Bank checking or savings account or to pay a Patriot Bank loan account or safe deposit rental fee.

Federal regulation and this *Agreement* place limits on the number of automated transfers you may make from savings accounts each month. Please see *Limits and Withdrawals and Transfers from Savings Accounts*. Certain other restrictions apply.

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You must schedule transfers to pay a Patriot Bank loan for the due date each month. In most other cases, you may schedule transfers periodically on the dates and for the amounts that you specify. Transfers can only be made on a business day. If a scheduled transfer date falls on a weekend or bank holiday, we may make the transfer on the next business day. If we are unable to complete a transfer because you do not have enough available funds in your account, we may cancel this service.

## Check and Deposit Slip Forms

We offer checks, withdrawal forms and deposit slips in a number of styles and at various prices. We recommend that you use checks and other forms that we provide.

You are responsible for verifying the accuracy of all information on your checks and other forms, whether obtained through others or us. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for any claims, costs, losses or damages you may incur when you use checks or other forms not obtained through us.

We may refuse to accept checks or other forms that you create or someone else provides that do not meet our then current specifications, even if they met our specifications at the time they were initially drawn. If you create or obtain checks or other forms from someone else and our automated check processing systems are unable to read or process them, we may refuse to accept them and we may charge you a fee for each check or other item that we are unable to read or process through our automated systems.

## Check Copies

We generally keep a copy of each check we post to your account for seven years from the date the check posts to your account. We have no obligation to retain the original check.

We typically keep the copies as a digital image. If a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss or damage of any kind. After seven years, we may destroy the copies.

**Requesting Copies** You may request a copy of a canceled check by calling us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours. To produce a copy, we need the account number, the check number, the exact amount of the check and date the check was paid. This information is on your statement. Generally, we mail or make a copy available within seven business days. If we need more time, we will tell you. A fee may apply to each check copy. Please see the Ancillary Fees within this Agreement. If a check that you wrote was converted to an electronic debit, then the check was not sent to us for processing so we do not have a copy. We list these electronic debits on your account statement.

## Compliance

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorneys' fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and

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Executive Orders issued by the President of the United States.

## Conflicting Demands and Disputes

We are not required to make payment from an account to a signer, a payee, a beneficiary of a trust account or Payable on Death (POD) account, or to any other person claiming an interest in any funds in the account:

- If we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute between the signers, beneficiaries, payees, or other persons concerning their rights to the account proceeds; or
- If we are otherwise uncertain as to who is entitled to the account funds.

We may notify all signers, beneficiaries, payees, and other persons claiming an interest in the account of the dispute or uncertainty without liability to you.

We also may, at our option and without liability to you, take one or more of these actions:

- Continue to rely on current signature cards and other account documents.
- Honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim.
- Freeze all or part of the funds until the dispute is resolved to our satisfaction.
- Close the account and distribute the account balance, subject to any bank claims, to each claimant payable jointly, or payable individually in equal shares to each claimant.
- Pay the funds into an appropriate court for resolution.
- Refuse to disburse any funds in the account to any person until such time as: all persons claiming an interest in the account consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing.

You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

## Converting an Account

We may convert your account to another type of account, revoke privileges or close your account:

- If you make frequent transactions on a savings account;
- If your account frequently has debits against uncollected funds;
- If your account has excessive deposit activity;
- If you use a personal account for business purposes; or
- When we consider it appropriate or necessary to do so.

If we discontinue your type of account, we may convert your account to another type of account. We may also convert your account to another type of account based on our evaluation how you use the account. If we convert your account, we will send you information about your new account.

## Death or Incompetence

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis.

If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions.

When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to

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accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor.

If a deposit — including salary, pension, Social Security and Supplemental Security Income (SSI) — payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

## Electronic and Facsimile Signatures

Electronic and Facsimile Signatures can be convenient methods for signing or endorsing documents and other items. If you use either of these signing methods, you are responsible for any withdrawal from your account that bears or appears to us to bear a signature that resembles or purports to be the signature of a person authorized to withdraw funds. We will not be liable to you if use of the facsimile or electronic signature device (or similar device utilized to affix your signature) was unauthorized.

You are responsible even if the size or color of the electronic or facsimile signature is different from that of any signature previously presented to us.

We may pay the withdrawal and may charge your account for it.

You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including attorneys' fees, that result from our payment of a withdrawal bearing an electronic or facsimile signature that either resembles or purports to bear your manual signature or an electronic or facsimile signature that we believe you authorized.

## Deposit Insurance – Bank Assessment for Business Accounts

For some business accounts, we may charge you an assessment related to deposit insurance, based in part on the assessment rate the FDIC charges us. The assessment may include deposit insurance charges, and other fees, charges and assessments provided by law. The assessment rate is variable. We may

change it in our discretion at any time without notice. The amount of any assessment would appear on an analysis statement.

## “Freezing” Your Account

If we decide to close your account, we may freeze it. If we do this, we may in our discretion either accept or return deposits, checks and other items that we receive after we freeze your account without being liable to you.

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

## Indemnification and Limitation of Liability

You agree to reimburse us for all claims, costs, losses, and damages (including fees paid for collection) we may incur with respect to overdrafts or returned deposits in connection with your account.

We are not liable to you for errors that do not result in a financial loss to you. We may take any action authorized or permitted by this *Agreement* without being liable to you, even if such action causes you to incur fees, expenses or damages.

We are not liable to you for any claim, cost, loss, or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your ac-

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count. Circumstances beyond our reasonable control include a natural disaster; emergency conditions, such as fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.

Except as limited by applicable law, we are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited.

You agree that the amount of any claim you have against us in connection with any account or transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of any of your agents or employees, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided by our use of ordinary care.

Any loss recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss and to provide us information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the loss. If we reimburse you for a loss covered by insurance, you agree to

assign us your rights under the insurance to the extent of your reimbursement.

### **Legal Process – Subpoena and Levy**

“Legal process” includes a writ of attachment, execution, garnishment, tax-withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture, or other similar order. We may accept and comply with legal process served in person, by mail, by facsimile transmission, or by other means; or served at locations other than the location where the account, property or records are held. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you return checks and other items unpaid and refuse to permit withdrawals from your account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

We may charge your account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your account, such as expenses for research and copying of documents. The fees and expenses may include attorneys’ fees. We may deduct these fees and expenses from any of your accounts without prior notice to you.

If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the

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entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal process.

We may produce documents that are held at or provide access to property located in any of our facilities or any facility operated by third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with legal process as provided in this section or by law.

## Multiple Signatures Not Required

We may act on the oral or written instructions of any one signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. We may require written authorization for some actions.

We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us.

We may disregard any instructions to permit withdrawals only upon more than one signature with respect to checks, electronic fund transfers or other debit/ withdrawal requests. We may pay out funds from your account if the check, item, or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

## Notice of Withdrawal

Federal regulations require us to retain the right to require all savings and all NOW account depositors to give seven days' written notice before making a withdrawal. It is unlikely, however, that we would require this notice.

## Powers of Attorney/Appointment and Payment to Agents

You may decide to appoint someone to act for you as your agent or attorney-in-fact ("agent") under a power of attorney. Please note that the form must be satisfactory to us in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

If your state has a statutory form power of attorney, we generally accept that form. We may, however, accept any form that we believe was executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed.

We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require a separate form for each agent and for each account for which you want to grant power of attorney. Unless the power of attorney otherwise provides, a copy of the power of attorney is treated the same as an original. We may also require your agent to provide an agent certification, in which your attorney-in-fact confirms in a sworn statement, under penalty of perjury, that the power of attorney is valid, and the attorney-in-fact has authorization to act on your behalf.

# Deposit Account Agreement and Disclosures

In some cases, we may require that your agent confirm in an affidavit that the power has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the types or sizes of transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on or otherwise make changes to your account terminates with your death or revocation. Your power of attorney is presumed to remain effective upon your incapacity, unless the document creating such agency provides that your agent's powers terminate upon your incapacity.

## Records

We may in our discretion retain records in any form including, without limit, paper, film, fiche, digitalized or other electronic medium.

If we are not able to produce the original or a copy of your signature card or any other document relating to your account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

## Right of Setoff

We may take or setoff funds in any or all of your accounts with us for direct, indirect and acquired obligations that you owe us, regardless of the source of funds in an account. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations or where otherwise prohibited by law. Your accounts include both accounts you own individually and accounts you own jointly with others. Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your account for obligations you owe us.

If the law imposes conditions or limits on our ability to take or setoff funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any

or all of your accounts with us to obligations you owe us.

If you are a sole proprietor, we may charge any of your personal or business accounts. We may use funds held in your joint accounts to repay obligations on which any account owner is liable, whether jointly with another or individually. We may use funds held in your individual accounts to repay your obligations to us, whether owed by you individually or jointly with another, including obligations owed by you arising out of another joint account of which you are a joint owner, even if the obligations are not directly incurred by you; obligations on which you are secondarily liable; and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds.

If we take or setoff funds from a time deposit account, we may charge an early withdrawal penalty on the funds withdrawn.

We may take or setoff funds from your account before we pay checks or other items drawn on the account. We are not liable to you for dishonoring items where our action results in insufficient funds in your account to pay your checks and other items.

Some government payments may be protected from attachment, levy or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your accounts to pay overdrafts, fees and other obligations you owe us.

This section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect and acquired obligations you owe us.



## Sample of Your Signature

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears.

If you create your own checks or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

## Stop Payment Orders and Postdating Orders

**Stop Payment Orders** If we have not already paid a check or other item drawn on your account, then at your request and risk we may accept a stop payment order on it. You may not stop payment on a point of sale transaction or an ATM withdrawal or transfer.

**Postdating Orders** If you write and postdate a check (that is — you put a future date on the check), you may ask us not to pay the check before its date by giving us a stop payment order. Otherwise, we may pay it and charge it to your account even if it is presented for payment before its date.

If we receive a postdated check that is subject to a stop payment order, we may return the check with the designation “payment stopped” or “refer to maker.”

**Placing Stop Payment Orders** We may accept a written or oral stop payment order from any person who has a right to withdraw funds from the account. We may require you to complete a form authorizing the order. You must give us sufficient notice so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. We may charge you a fee for each stop payment order and each renewal of the order.

We use a computer system to identify items. Therefore, to place a stop payment order, we

need the account number, the item number and the exact amount of the item — in dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item.

In some cases, we may pay an item even if an order is in effect. For example, if one of our branches, without notice of your request, pays a check that you have asked us to stop, we may still pay the check.

A stop payment order generally expires after six months. However, we may, in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after six months, you must ask us to renew the order. Each request for a renewal is treated as a new order. If you want the order to expire in less than six months, you must cancel the order on or after the date you want it to expire. We may accept a written or oral instruction to cancel the order. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We cancel the order automatically when the account on which the item is drawn is closed.

If the item is presented to us for payment after the order expires, we may pay the item.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss suffered, up to the amount of the item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

## **Additional Information About Automated Clearing House (ACH) Stop Payment Orders**

If we have not already paid an ACH debit

## Deposit Account Agreement and Disclosures

from your account, then at your request and risk, we may accept a stop payment order on it. The stop payment order takes effect within three business days. If you give us oral instructions, we may require you to confirm them in writing. If you do not, we may remove the stop payment after 14 days. Otherwise, your order is effective for six months. For recurring ACH debits on personal accounts, there is an exception. We keep an order you place on a recurring ACH debit in effect until the longer of either six months or until we believe the merchant has stopped submitting the recurring ACH debit.

To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), the company name and company identification number used by the sender of the ACH debit, and the other information listed above under Placing Stop Payment Orders. You can obtain the company name and company identification number used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account.

If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name and company identification number of the sender, but this may stop all ACH items from this sender. If you give us the wrong company identification number or if the sender changes the company identification number, we may pay the item.

You are responsible for notifying the sender of the ACH debit that you have revoked your previous authorization for ACH debits.

For more information on stopping a preauthorized payment on a personal account, see *Preauthorized Payments* in the section titled *Electronic Banking Services*.

### Subaccounts

For regulatory accounting purposes, we may classify checking accounts as two subac-

counts: a checking subaccount and a savings subaccount. For interest-bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both subaccounts. For non-interest bearing checking accounts, we do not pay interest on either subaccount. We may transfer funds between these subaccounts.

We record the subaccounts and any transfers between them on our internal accounting records only. Otherwise, the subaccounts are subject to the same terms as the checking and savings accounts described in this *Agreement*.

### Unclaimed Property — Accounts Presumed Abandoned or Inactive

State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state in which your account is domiciled.

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform the activity. Therefore, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn the funds over to the state, we

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have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- Charge dormant or inactive account fees on the account in addition to regular monthly maintenance and other fees;
- Stop sending statements;
- If the account received interest, stop paying interest on the account; and
- Refuse to pay items drawn on or payable out of the account.

If you re-establish contact with us, we do not have to reimburse you these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

## Verification of Transactions and Right to Reverse Transactions

All transactions, including those for which we provide a receipt, are subject to subsequent verification and correction within our discretion. We may not verify a deposit at the teller window so the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you.

## Waiver, Severability, and Change of Law by Agreement

**Waiver** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions

regardless of how similar they may be.

**Severability** A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

**Change of Law by Agreement** If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this *Agreement* governs and that the law is amended or waived by this *Agreement*.

## Electronic Banking Services

We offer a variety of electronic banking services for use with your deposit accounts. We describe them in this section and also provide certain disclosures that apply to use of an electronic banking service with personal and business deposit accounts. Please review the following provisions for the service.

### ATM and Debit Cards

We may issue you an ATM or debit card (either is called a "card") and a personal identification number (PIN) when you open your account. The terms that govern this service are in this *Agreement*. The following information is a summary of how you can use your card. Some of these uses may not be available with every card or at every ATM or other terminal.

**At ATMs** You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds and find out balances. At Patriot Bank ATMs you can also use your card and PIN with linked accounts to make deposits.

**At Participating Merchants** You can use your card with linked accounts at participating merchants to purchase goods and services. Some merchants may also permit you to withdraw cash from your checking account while making a purchase.

There are daily dollar limits for withdrawals and purchases. These limits are as follows:

**Limits at ATMs** You may use your card to withdraw no more than \$500 per day (checking and savings combined).

## Deposit Account Agreement and Disclosures

### *Limits for Point-of Sale Transactions*

- Consumer Debit Cards: Up to \$2,000 may be withdrawn, if available, in POS transactions within one calendar day, from midnight to midnight, including weekends. A cumulative maximum of 35 card transactions (10 ATM and 25 POS) are allowed per calendar day.
- Business Debit Cards: Up to \$2,500 may be withdrawn, if available, in POS transactions within one calendar day, from midnight to midnight, including weekends. A cumulative maximum of 20 card transactions (10 ATM and 10 POS) are allowed per calendar day.
- HSA Debit Cards: Up to \$1,000 may be withdrawn, if available, in POS transactions within one calendar day, from midnight to midnight, including weekends.
- ATM Cards: Up to \$1,000 may be withdrawn, if available, in POS transactions within one calendar day, from midnight to midnight, including weekends. A cumulative maximum of 20 card transactions (10 ATM and 10 POS) are allowed per calendar day.

**Currency Conversion** When you use your Visa Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

We may occasionally decide not to issue a card or code to a customer. We may suspend or terminate a card or code at any time without cause or notice.

### **Health Savings Account (HSA) Debit Cards**

We permit you to access your HSA with a debit card. You understand that your HSA is intend-

ed to be used for payment of qualified medical expenses. You are responsible for any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any HSA debit card transaction and we are not responsible for ensuring your withdrawals are used for payment or reimbursement of qualified medical expenses.

**Important Information Regarding Your Visa-Branded Debit Card: Non-Visa Debit Transaction Processing** We have enabled non-Visa debit transaction processing, which means that you may use your Visa-branded debit card on a PIN-debit network (a non-Visa network) without using a PIN. The non-Visa debit networks for which these transactions are enabled are NYCE and ACCEL/Exchange Networks. The provisions of this agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. The additional limits on liability (sometime referred to as Visa's zero-liability program) and the error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network.

**Payments, Credits, and Transfers** You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearing-house association) or other similar networks. Electronic transfers may take various forms, such as:

- Automatic electronic deposits to your account, such as payroll or benefits payments;
- Automatic one-time or repeating charges to your account for bill payments, sent by a merchant or other payee with your authorization. The merchant or payee may ask you for bank number and account information from your check or a canceled check to create these orders; and
- A "check conversion" transfer, where a merchant or other payee uses a check that you have written to create an elec-

## Deposit Account Agreement and Disclosures

tronic transfer from your account. The merchant may either keep the check you wrote or return it to you.

**Telephone Banking** You may use our automated customer service system “Patriot Bank Telephone Teller” with an account number and personal identification number (PIN) to get your account information, transfer funds between your accounts with us, and pay qualifying loans.

### Online and Mobile Banking

Personal Online and Mobile Banking services are governed by this Agreement. You can use these services with linked accounts to view your account information, make deposits, transfer funds between your accounts, pay qualifying loans and make payments from your account to third parties. You can enroll for these services on our website at [www.BankPatriot.com](http://www.BankPatriot.com).

Business Online and Mobile Banking services are governed by the *Business Banking Services Suite Agreement* which will be provided at the opening of these services. Customers will be required to have liability insurance in case of account takeovers, computer hacking, etc. when using the business internet banking product.

**Online Banking ID (User Name)** An Online Banking ID (“Username”), when used in conjunction with an Online Banking Password and One-Time Passcode (OTP), enables consumer and certain small business customers to do the following through our online banking system:

- Obtain information about deposit and loan accounts that are linked for Online Banking.
- Transfer funds and make payments between linked accounts.
- Obtain other services, such as copies of checks.

When you subsequently open any new accounts, we will link all your Patriot Bank accounts that are eligible, unless you tell us otherwise.

Our policy restricts you from sharing your

online Username or account number and any related passwords with another person. If you permit another person to use your Username or account number(s) and related passwords, you are responsible for all transactions conducted by that person.

You must review your periodic statements and promptly report to us any unauthorized funds transfers initiated through the use of your security codes or otherwise. You must also promptly notify us of any suspected loss or theft of your security codes. Failure to take these actions may affect the extent of your liability for any unauthorized transfers under federal banking regulations or other applicable laws.

**Business Online Banking User IDs** If you are a business customer, to uniquely identify each person who initiates a request for banking services, you should establish a separate Username and related security codes for each person who you determine needs access to your accounts. Your authorization (whether express or implied) for any individual to establish a Username shall constitute your authorization for the Bank to provide account information to such individual and (unless inquiry only access is selected) to transfer funds and conduct other banking transactions upon that person’s request. Such authorization supersedes any resolution, signature card or other document filed with the Bank that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future, unless the Username authorization is expressly modified or revoked.

You agree that the above security procedures are commercially reasonable and understand that they have been adopted only for the purposes of verifying transfer orders as your transfer orders and not for detecting errors by you in the transmission and content of the transfer orders. You further agree that no bank can ever guarantee that certain security procedures will be effective.

You recognize that the methods of funds trans-

## Deposit Account Agreement and Disclosures

fer set forth in this agreement are subject to specific risks and you are willing to undertake these risks. In order to reduce these risks you agree to take the following three actions in exact detail and in a proactive manner in connection with the security procedures:

1. You agree to provide a Username and related security code only to those personnel specifically authorized to conduct transactions for your business and otherwise to adopt strict procedures to keep Usernames and security codes confidential and secure.
2. You agree to check your account balance no less frequently than each 3 days to verify the proper use of the account and to check for errors.
3. You agree to review the periodic statement for your account within 5 days of receipt to check for errors or unauthorized transfers.

### Electronic Banking Disclosures

This *Agreement* describes our business deposit accounts in the *Deposit Account Reference Guide* section. Business deposit accounts are accounts that are established primarily for business purposes. When you open one of our business deposit accounts, you represent and agree that you are establishing it primarily for business purposes.

You agree to notify us immediately if you believe your card, Username or security code has been lost or stolen, if you detect errors on your periodic statement or on any receipt you receive at an ATM or POS terminal, or if you believe that someone has withdrawn or transferred or may withdraw or transfer funds from your account without your permission. To notify us by telephone, call us at: 1.888.PATRIOT (1.888.728.7468) during our normal business hours. You can also write to us at: Patriot Bank, N.A., Attn. Deposit Operations, 900 Bedford Street, Stamford, CT 06901.

This *Agreement* describes our personal deposit accounts in the *Deposit Account Reference Guide* section.

We will exercise ordinary care in providing the services for personal accounts and business accounts described in this *Agreement*, but in no event, will we be liable for any consequential damages except as required by law. You agree that we will not be liable for any transfer that occurs after you have given us notice of a lost or stolen card, Username or security code or that someone has made or may make an unauthorized transfer. You further agree that we will not be liable for any error, delay or default on our part or on the part of any of our agents with regard to any ATM or POS transfer except to the extent such liability cannot legally be varied or waived.

The following provisions apply to electronic fund transfers to or from personal deposit accounts only (sometimes referred to as “consumer deposit accounts”) that are governed by Regulation E of the U.S. Federal Reserve Board. A personal deposit account is an account that is owned by a natural person and established primarily for personal, family or household purposes.

The following provisions do not apply to business deposit accounts, although as a matter of practice we generally follow the error resolution procedures described below for business accounts. Please note that we are not required to follow these procedures for business accounts and that we may change our practice at any time without notices.

### Consumer’s Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card or your personal identification number (PIN) or other code has been lost or stolen. Also, tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. The best way to keep your possible losses down is to call us immediately.

Your losses could include all of the money in your account plus, if you have an overdraft protection plan linked to your account, any transfers from another account or any advances on a credit line.

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If you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone uses your card without your permission.

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

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

### ***Additional Limit on Liability for VISA Check Cards and Health Savings Debit Cards***

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number (PIN), which are not processed by Visa.

**Note:** These liability rules are established by Regulation E.

You should never write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen.

If you give, or make reasonably available, your card, PIN or other access device or code to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use them.

Also, there may be the state laws applicable to your account.

### **Contact in the Event of Unauthorized Transfer; and Lost or Stolen Card, Pin or Other Code**

If you believe your card, PIN or other code is lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number listed below.

Telephone: 1.888.PATRIOT (1.888.728.7468) during our normal business hours.

You can also write to us at: Patriot Bank, N.A., Attn. Deposit Operations, 900 Bedford Street, Stamford, CT 06901.

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.

If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

**Business Days** For purposes of these electronic banking disclosures, our business days are Monday through Friday. Weekends and bank holidays are not included.

### **Documentation of Transfers**

**Receipts** You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point-of-sale terminal. You may not get a receipt for small dollar transactions. Each transaction is subject to verification by us, so the receipt is not final and our records will control if there is a conflict.

**Preauthorized Credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours to find out whether or not the deposit has been made.

**Periodic Statements** We send checking account statements monthly. For statement savings accounts, we send you a monthly

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statement unless there are no electronic fund transfers in a particular month. Otherwise, for statement savings accounts, we send you a statement at least quarterly unless we consider your account inactive. Passbook savings accounts do not receive monthly statements. If there are electronic funds transfers on a passbooks savings account, then you will receive a statement for that particular month.

### Preauthorized Payments

**Right to Stop Payment and Procedure for Doing So** If you have told us in advance to make regular payments out of your account or you have authorized someone to debit your account through the ACH system, you can stop any of these payments.

Here's how: Call us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours, or write to us at Patriot Bank, N.A., Attention: Deposit Operations, 900 Bedford Street, Stamford, CT 06901.

You must notify us in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you a fee for each stop payment order you give.

You must give us the identifying information we request, including the exact account number and the exact amount of the payment. You also must notify the payee that you have withdrawn your authorization for the repeating electronic payments. See *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section for more information about ACH Stop Payment Orders.

**Notice of Varying Amounts** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain

amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment** If you order us to stop a preauthorized payment three business days or more before the transfer is scheduled, and you have given us all of the information we requested, and we do not stop the payment, we will be liable for your losses or damages directly caused by our failure to stop the payment.

### Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If we consider your account to be inactive or dormant.
- If your card or code has been revoked due to inactivity or at our discretion.

There may be other exceptions stated in our agreement with you or permitted by law.

**Confidentiality - Account Information Disclosure** We will disclose information to third parties about your account or transfers



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you make as stated in the Information about You and Your Account section near the front of this Agreement.

### In Case of Errors or Questions about your Electronic Transfers

Call or write us at the telephone number or address below, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt.

Call us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours, or write us at Patriot Bank, N.A., Attn. Deposit Operations, 900 Bedford Street, Stamford, CT 06901.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Please provide us with the following:

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

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

We will determine whether an error occurred within 10 business days (5 business days for VISA Check Card or Health Savings Account Debit Card point-of-sale transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA Check Card or Health Savings Account Debit Card point-of-sale transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to

put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days (instead of 45) to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

**Notice:** As part of the security system to help protect your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM. You consent to this.

### Fees

The following paragraphs apply to both personal deposit accounts and business deposit accounts.

**ATM Fees** When you use a non-Patriot Bank ATM, 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 funds transfer. We may also charge you fees.

**Other Fees** For other fees that apply to electronic banking services, please review the *Ancillary Fees within this Agreement*.

### ATM and Night Depository Safety Tips and Safeguarding Your Account Information

The suggestions that follow offer some simple tips on exercising care when using an ATM or night depository and on protecting your card and PIN. We advise you to always use common sense and be aware of your surroundings before, during and after any ATM or night depository use.

## Be Aware of Your Surroundings at ATMs and Night Depositories

- Look around when you walk up to or exit the ATM or night depository. If you notice anyone or anything suspicious or that you deem unsafe, such as the lighting around the ATM or night depository not working, use another ATM or night depository or return later.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.
- When you use a drive-up ATM or night depository, be sure your passenger windows are closed and your doors are locked.
- If you must use an ATM or night depository at night, consider taking someone with you.
- The activity around Patriot Bank ATMs and night depositories may be monitored or recorded by surveillance cameras.
- Contact the police or a security officer if you see any suspicious activity at the ATM or night depository.

## Protect Your Privacy

- While at the ATM, enter your PIN discreetly, and shield the keypad with your hand or body. After completing your transaction, be sure to put away your card, cash and transaction record before exiting the ATM area. Count the cash later in your locked car or home.
- Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.
- Report all crimes immediately to law enforcement. If you think you're being followed from an ATM or night depository, go to a busy area and immediately contact the police.

## Protect Your Card and Pin

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. You should never give your PIN to anyone and you should never write your PIN anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses, or birth dates.
- Never give information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately contact us.
- Report a lost or stolen card immediately.

## Funds Transfer Services

The following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E, Subpart A of the U.S. Federal Reserve Board. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code – Funds Transfers as adopted by the state whose law applies to the account for which the funds transfer service is provided. In general: A funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to us to transfer funds. The beneficiary is the person or business who receives the payment.

In addition, funds transfers sent outside of the United States that are initiated by consumers primarily for personal, family or

## Deposit Account Agreement and Disclosures

household purposes are governed by federal law (*Remittance Transfers*) (see below). Your rights with respect to *remittance transfers* may vary in certain ways from the terms and conditions set forth herein. Your rights with respect to *remittance transfers*, including error resolution and cancellation rights, will be explained to you with each remittance transfer transaction you initiate, either orally or in writing, if applicable.

In general, your and our rights and obligations under this Agreement are governed by and interpreted according to federal law, including the Electronic Fund Transfer Act (EFTA), 15 U.S.C. section 1693o-1, and the law of the state where your account is located. However, Remittance Transfers shall be governed by federal law and, as applicable, the law of the State of New York. Funds transfers to your account or funded from your account or otherwise funded by you may involve one or more funds transfer systems, including, without limitation, Fedwire or Clearing House Interbank Payments System (CHIPS). Accordingly, notwithstanding any choice of law that may be provided elsewhere in this Agreement, such transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an "ACH"), and CHIPS. Funds transfers through Fedwire will be governed by, and subject to, Regulation J, Subpart B, and Uniform Commercial Code Article 4-A incorporated by reference there under. Funds transfers through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures and by the laws of the State of New York, including Article 4-A of the New York Uniform Commercial Code, regardless of whether the payment message is part of a transfer that is a Remittance Transfer, except that in the case of an inconsistency between New York law and EFTA, EFTA shall govern.

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. Other financial institutions involved in the funds transfer may also charge fees.

For current fees, call us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours or ask a branch representative.

### Remittance Transfers

The Bank may execute certain payment orders for you known as *remittance transfers*. A *remittance transfer* is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Federal law provides certain rights and obligations related to *remittance transfers* that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this *Agreement* are inconsistent with the oral or written disclosures provided to you for a remittance transfer governed by section 919 of EFTA, the terms of the disclosures provided at the time of the *Remittance Transfer* shall govern. Notwithstanding anything to the contrary contained herein, rights and obligations that apply to *remittance transfers* are as set forth in EFTA and, as applicable, as set forth in New York law.

### Sending Funds Transfers

You may subscribe to certain services we offer or you may give us other instructions to pay money or have another bank pay money to a beneficiary. This *Sending Funds Transfers* section applies to wire transfers and transfers we make between Patriot Bank accounts. It does not apply to automated clearing house (ACH) system funds transfer services.

You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for those services.

**Cutoff Times for Payment Orders** We have cutoff times for processing payment orders.

## Deposit Account Agreement and Disclosures

Cutoff times vary depending on the type of payment order. We may treat payment orders we receive after a cutoff time as if received the next business day. We tell you our cutoff times upon request.

### ***Amending or Canceling Payment Orders***

You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or canceled. You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a payment order.

### ***Inconsistency of Name or Number***

The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

***Sending Payment Orders*** We may select any intermediary bank, funds transfer system or other means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

***Notice of Rejection*** We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day.

We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

### ***Errors or Questions About Your Payment Orders***

We notify you about certain funds transfers by listing them on your account statement. In some cases, we also may notify you electronically or in writing.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice,

including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

***Calculations*** Unless otherwise prohibited by law, if we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation using the rate applicable to the account.

## **Receiving Funds Transfers**

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between Patriot Bank accounts.

***ACH Provisional Payment Rule*** Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules.

If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

***Notice of Funds Transfer*** We notify you that we have received funds transfers by listing them on your account statement. We send statements by mail. If you use one of our information channels, you may receive notice through that service.

We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate

## Deposit Account Agreement and Disclosures

notices, we may do so on occasion, in which case we send the notice within two business days after we credit your account.

We are not obligated to pay you interest for the period before you receive notice.

If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at 1.888.PATRIOT (1.888.728.7468) during our normal business hours.

### ACH Debits and Credits

From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

You should be careful about giving someone your account number to help prevent unauthorized transactions on your account. You must notify us immediately of unauthorized activity.

For information about stopping payment of an ACH transaction, see *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section.

### Tax Information

In most instances we are required to report annually to you and to the Internal Revenue Service (IRS) interest payments that total \$10 or more during the year on your deposit account with us. We may also be required to report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain — and each U.S. Citizen or resident alien must give us — a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify

that you have provided the correct TIN for the account holder and the correct backup withholding status.

For individual accounts, the TIN is your Social Security Number (SSN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our records. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN). For other accounts, the TIN is the owner's Employer Identification Number (EIN). If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

If you are a foreign person or entity exempt from information reporting and backup withholding, you must provide the address of your permanent foreign residence or the entity's principal foreign office on the Form W8 that you give to us. For accounts with multiple owners, all owners must certify their status as foreign persons.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your interest payments are subject to backup withholding. Some limited exemptions from this renewal process exist.

If you become a U.S. Citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

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We comply with Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. Federal Tax Law. We will withhold on certain payments when required by such law.

For more information or to determine how this information applies to you, consult your U.S. tax advisor.

## Resolving Claims

If you and we are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this Resolving Claims section. This is a dispute resolution provision. Please read it carefully.

### What does “Claim” Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort or otherwise, and whether for money damages, penalties, or declaratory or equitable relief) by either you or us against the other, or against the employees or agents of the other, arising from or relating in any way to this *Agreement* (including any renewals, extensions or modifications) or the deposit relationship between us.

Claim does not include provisional or ancillary remedies from a court of competent jurisdiction, which either you or we may exercise without waiving the right to arbitration or reference.

### How Claims on Personal Accounts Will Be Resolved

You and we both agree that all Claims relating to a personal account will be resolved in court by a judge without a jury, as permitted by law.

#### *Jury Trial Waiver for Personal Accounts*

FOR PERSONAL ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

### How Claims on Business Accounts Will Be Resolved

You have the right to compel us at your option, and we have the right to compel you

at our option, to resolve a *Claim* relating to a business account by binding arbitration. If neither you nor we decide to compel arbitration, then the *Claim* will be resolved in court by a judge without a jury, as permitted by law.

#### *Class Action and Jury Trial Waiver for Business Accounts*

FOR BUSINESS ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND: (1) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY, AND (2) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

### Judicial Reference

A case sent to judicial reference is heard by a neutral individual (a “judicial referee”), but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on a judicial referee, then the judicial referee will be appointed according to the procedure for appointment of a referee under applicable law. The judicial referee, sitting alone without a jury, will decide questions of law and fact and will resolve the *Claim*. This includes the applicability of this *Resolving Claims* section and the validity of this *Agreement*.

Judicial reference will be governed by applicable state law and the judicial referee will determine all issues in accordance with federal and state law and rules of evidence. The referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pre-trial or trial proceedings in court, including motions for summary judgment or summary

## Deposit Account Agreement and Disclosures

adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of applicable law. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

### Arbitration

This section on arbitration applies to business accounts and is subject to the provisions of the *Limitation and Non-Severability* section below.

*Arbitration* is a method of resolving disputes in front of one or more neutral individuals, instead of having a trial in court in front of a judge and/or jury. The arbitrator will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on an arbitrator, then you agree to choose the following Administrator within 10 days of our written notice that an agreement cannot be reached.

- American Arbitration Association (“AAA”),  
1633 Broadway, 10th Floor,  
New York, NY 10019;  
www.adr.org; (212) 716-5800.

The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this Resolving Claims section and the validity of this Agreement, except that the arbitrator may not decide or resolve any Claim challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a judicial referee or a court.

After a decision is given by an arbitrator, and where the amount of the *Claim* exceeds \$200,000, either you or we can appeal the arbitrator’s decision to another arbitrator. If the amount of the *Claim* exceeds \$1,000,000, either you or we can appeal the arbitrator’s decision to a panel of three arbitrators. No decision may be appealed under this paragraph unless the arbitrator that heard the mat-

ter first makes a finding that the *Claim* could reasonably have exceeded either \$200,000 or \$1,000,000. Any arbitrator who hears an appeal under this paragraph will be selected according to the rules of the Administrator.

The *arbitration* of any matter involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the “FAA”). The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. *Arbitrations* will be governed by the rules of the Administrator to the extent those rules do not conflict with this *Resolving Claims* section. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award.

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA or under this *Agreement*.

### Limitation and Non-Severability

***For both personal and business*** accounts Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the validity and effect of the class action and jury trial waiver for business accounts and the jury trial waiver for personal accounts may be determined only by a court or judicial referee and not by an arbitrator. You and we both have the right to appeal the limitation or invalidation of the waiver.

***For business accounts*** Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the class action and jury trial waiver is material and essential to the *arbitration* of any disputes between you and us and is non-severable from the agreement to arbitrate *Claims*.

If the class action and jury trial waiver is

limited, voided or found unenforceable, then the agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding and this *Resolving Claims* section will be read as if the provisions regarding arbitration were not present. You and we both have the right to appeal the limitation or invalidation of the class action and jury trial waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

### Rules of Interpretation

Except as provided in the *Limitation and Non-Severability* section above, if any portion of this *Resolving Claims* section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this section. If there is a conflict or inconsistency between this *Resolving Claims* section and other terms of this *Agreement* or the applicable rules of the Administrator, this *Resolving Claims* section will govern. If there is any conflict between this *Resolving Claims* section and any other dispute provision (whether it be for *arbitration*, reference or any other form of dispute resolution), this *Resolving Claims* section will prevail for Claims arising out of this *Agreement* or transactions contemplated by this *Agreement*.

### Jurisdiction and Venue

Any action or proceeding regarding your account or this *Agreement* must be brought in the state in which the branch that maintains your account is located. You submit to the personal jurisdiction of that state. Note that any action or proceeding will be governed by and interpreted in accordance with the *Governing Law* section of this *Agreement*. If a Claim is submitted to arbitration and the state where that branch is located is not reasonably convenient for you, then you and we will attempt to agree on another location. If you and we are unable to agree on another location, then the location will be determined by the Administrator or arbitrator.

## eRecords and eSignatures

We want to ensure you have all of the information you need to effectively manage your accounts. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use eRecords and eSignatures in our relationship with you. Therefore, before you use our eSignature and eRecord Services you must review and consent to the terms outlined below.

### **Your consent to use eSignatures and eRecords; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“eRecords”). View additional examples of types of Communications that we may send as eRecords under this consent. We may also use eSignatures and obtain them from you as part of our transactions with you.

eRecords may be delivered to you in a variety of ways. These various delivery methods are described in our eStatement Disclosure and Consent document and in other agreements we may have with you.

In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.



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There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. When required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as eRecords, this consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper.

### **Your option to receive paper copies.**

If we provide eRecords to you, and you want a paper copy, you may contact the appropriate Patriot Bank branch or Customer Support and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Patriot Bank product related to the eRecords. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the Ancillary Fees section of this booklet for any fee that may apply for paper copies.

### **Your consent covers all Patriot Bank products; Privacy Policies.**

Your consent covers all Communications relating to any Patriot Bank product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Patriot Bank product or service from us. When you do, we may remind you that you have already given us your consent to use eRecords and eSignatures. If you decide not to use eRecords and eSignatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Patriot Bank product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [www.BankPatriot.com](http://www.BankPatriot.com), or, with prior notice to you, on another website where we offer eSignature and eRecords.

### **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.**

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our eSignature and eRecords, including online banking, and
- your ability to use certain Patriot Bank products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Patriot Bank product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent, you must call 1.888.PATRIOT (1.888.728.7468) or contact your local branch.

### **You must keep your email or electronic address current with us.**

You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by clicking the My Settings link within your online service and updating your email information. If you need to update other contact information, such as an address, you may change that by calling our Customer Support team at 1.888.PATRIOT (1.888.728.7468).

### **Hardware and software you will need.**

To receive eRecords, you must have access to:

- A Current Version (defined below) of an Internet browser we support;
- A connection to the Internet;
- A Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); and

## Deposit Account Agreement and Disclosures

- A computer and an operating system capable of supporting all of the above.
- You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must have an active email address. In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Banking.

### **Changes to hardware or software requirements.**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your eRecords, we will give you notice of the revised hardware or software requirements. Continuing to use eSignature and eRecords after receiving notice of the change is reaffirmation of your consent.

### **Your enrollment in eSignature and eRecords using our equipment.**

If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use eRecords and eSignatures under the terms of this consent.

### **Communications in languages other than English.**

Please note, we may be unable to fulfill and service Patriot Bank products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to explain any future Communications in English.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review eRecords, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Patriot Bank products.

### **Additional examples of eRecords covered by your consent include:**

- This eSign Consent Disclosure and any amendments;
- Our Online Access Agreement, other service or user agreements for online access to our eSignature and eRecords, and all amendments to any of these agreements;
- All of the Communications related to any Patriot Bank product, except for those excluded by the terms of this eSign Consent Disclosure;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Patriot Bank products;
- Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over-limit fees, and returned item fees;
- Notices of amendments to any of your agreements with us; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

# Deposit Account Reference Guide and Fee Schedule

# Deposit Account Reference Guide and Fee Schedule

## Personal Checking Products

Account name	Monthly Maintenance Fee(s)	Key Features
eChecking	\$5.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for consumers who have limited check writing needs each month;</li> <li>• Is non-interest bearing;</li> <li>• Requires an opening deposit of \$100;</li> <li>• Requires no monthly minimum balance; and</li> <li>• Will avoid the monthly maintenance fee when 5 or fewer checks are posted to the account during the monthly statement cycle.</li> </ul>
Patriot Checking	\$12.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for consumers who use direct deposit for payroll, pension, or government benefits, or who maintain a minimum average daily balance of \$1,000 or more;</li> <li>• Is non-interest bearing;</li> <li>• Requires an opening deposit of \$100;</li> <li>• Offers up to four (4) rebates of non-Patriot ATM fees (to a maximum credit of \$20) per monthly statement cycle; and</li> <li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily balance of \$1,000 or by making a routine direct deposit of payroll, pension or government benefits each month.</li> </ul>

# Deposit Account Reference Guide and Fee Schedule

## Personal Checking Products (Continued)

Account name	Monthly Maintenance Fee(s)	Key Features
Star Banking	\$25.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for consumers who want to consolidate their banking relationship for ease and convenience;</li> <li>• Requires a minimum average daily aggregate balance of \$15,000 in a Star Banking (checking) account OR between a Star Banking (check-ing) and one other linked non-checking deposit account.</li> <li>• Applies certain rules to linking accounts; at least one of the owners of the linked account(s) must also be an owner of the Star Banking (checking) account; other deposit accounts may only be linked to one Star Banking (checking) account at a time;</li> <li>• Will receive a single consolidated statement which includes all linked accounts each month;</li> <li>• Is a variable rate account;</li> <li>• Requires an opening deposit of \$100;</li> <li>• Provides bonus rates on CDs: The bonus rate on CDs does not apply to promotional or special rate CDs or to special rates on CDs offered for a promotional period;</li> <li>• Provides unlimited rebates of non-Patriot ATM fees;</li> <li>• Offers free Star Banking basic wallet style checks;</li> <li>• Offers free cashier's checks and money orders; and</li> <li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily aggregate balance of \$15,000 in a Star Banking (checking) account and all other linked non-checking deposit accounts.</li> </ul>

# Deposit Account Reference Guide and Fee Schedule

## Personal Savings and Money Market Products

Account name	Monthly Maintenance Fee(s)	Key Features
Savings	\$5.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for consumers who want to earn interest on account balances;</li> <li>• Is a variable rate account;</li> <li>• Requires an opening deposit of \$100; and</li> <li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily balance of \$250.</li> </ul>
<p>Star Savings</p> <p>This Savings account is only available with a Star Banking Account.</p>	\$12.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for consumers who want to earn a higher rate of interest on account balances;</li> <li>• Is only available to Star Banking (checking) customers;</li> <li>• Requires an opening deposit of \$100;</li> <li>• Has no minimum balance requirement; and</li> <li>• Will be converted into a "Savings" account (see Savings account above for details) if the linked Star Banking account is closed.</li> </ul>

## Deposit Account Reference Guide and Fee Schedule

### Personal Savings and Money Market Products (Continued)

Account name	Monthly Maintenance Fee(s)	Key Features
Money Market	\$12.00	This Patriot Bank account: <ul style="list-style-type: none"><li>• Is ideal for consumers who want to earn interest on account balances and have check writing needs;</li><li>• Is a variable and tiered interest rate account;</li><li>• Requires an opening deposit of \$100; and</li><li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily balance of \$2,000.</li></ul>

# Deposit Account Reference Guide and Fee Schedule

## Business Checking Products

Account name	Monthly Maintenance Fee(s)	Key Features
Small Business Checking	\$15.00 \$0.50 transaction fee per credit and debit after the first 200 transactions during each monthly statement cycle.	This Patriot Bank account: <ul style="list-style-type: none"><li>• Is ideal for small businesses with a low number of monthly transactions;</li><li>• Is non-interest bearing;</li><li>• Requires an opening deposit of \$500;</li><li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily collected balance of \$2,500; and</li><li>• Will avoid the \$0.50 transaction fee by having 200 or less credit and debit transactions each monthly statement cycle (including deposit tickets, ACH transactions, checks paid, checks deposited and debit card transactions).</li></ul>



# Deposit Account Reference Guide and Fee Schedule

## Business Checking Products (Continued)

Account name	Monthly Maintenance Fee(s)	Key Features
Business Checking	\$14.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for businesses with a large number of monthly transactions;</li> <li>• Is non-interest bearing;</li> <li>• Requires an opening deposit of \$500;</li> <li>• Has no minimum balance requirement;</li> <li>• Has an earnings credit that may offset part or all of the monthly maintenance and other transaction fees; monthly maintenance and transaction fees eligible to be offset are listed below:</li> </ul> <p>Monthly Maintenance Fee: \$14.00</p> <p>Monthly Internet Banking Fee: None - See Below*</p> <p>Deposit: \$0.50 per deposit</p> <p>Checks Deposited: \$0.15 per deposited item</p> <p>Checks Paid: \$0.20 per checks paid</p> <p>ACH Credits: \$0.20 per credit</p> <p>ACH Debits: \$0.20 per debit</p> <p>Rolled Coin (per roll): \$0.05 per roll</p> <p>Stop Payments: \$30.00 per stop payment</p> <p>Incoming Wire Transfers: \$15.00 per wire</p> <p>Outgoing Domestic Wires: \$30.00 per wire</p> <p>Outgoing Foreign Wires: \$45.00 per wire</p> <ul style="list-style-type: none"> <li>• Has an earnings credit on collected balances that is variable and can change from time to time; the earnings credit is paid on 90% of the collected balance.</li> </ul> <p>* There is no monthly charge for Basic Business Internet Banking to view accounts and make transfers between accounts.</p> <p>Refer to the Business Online Banking Fee Schedule for pricing on optional add-on services.</p>

# Deposit Account Reference Guide and Fee Schedule

## Business Savings and Money Market Products

Account name	Monthly Maintenance Fee(s)	Key Features
Business Savings	\$5.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for businesses looking to earn interest on account balances;</li> <li>• Is a variable rate account;</li> <li>• Requires an opening deposit of \$500; and</li> <li>• Will avoid the monthly maintenance fee by maintaining a monthly minimum average daily collected balance of \$500.</li> </ul>
<p>Premium Business Savings</p> <p>This Savings account is only available with a Small Business or Business Checking Account.</p>	\$15.00	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for businesses that want to earn a higher rate of interest on account balances;</li> <li>• Is only available to business checking customers;</li> <li>• Requires an opening deposit of \$500;</li> <li>• Will be converted into a "Business Savings" account (see Business Savings account above for details) if the linked business checking account is closed; and</li> <li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily collected balance of \$5,000.</li> </ul>

# Deposit Account Reference Guide and Fee Schedule

## Business Savings and Money Market Products (Continued)

Account name	Monthly Maintenance Fee(s)	Key Features
Business Money Market	\$12.00	This Patriot Bank account: <ul style="list-style-type: none"><li>• Is ideal for businesses that want to earn interest on account balances and have check writing needs;</li><li>• Is a variable and tiered interest rate account;</li><li>• Requires an opening deposit of \$500; and</li><li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily collected balance of \$2,000.</li></ul>

# Deposit Account Reference Guide and Fee Schedule

## Products That Benefit Business Owners and Their Employees – Health Savings Accounts and Patriot Bank at Work Accounts

Account name	Monthly Maintenance Fee(s)	Key Features
Health Savings Account (HSA)	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for business owners and employees who participate in high deductible health care plans;</li> <li>• Is a variable rate account;</li> <li>• Requires no minimum to open;</li> <li>• Offers a Visa® Debit Card for those who qualify;</li> <li>• Offers free HSA basic wallet style checks; and</li> <li>• Has restrictions that are specific to Health Savings Accounts: Deposits are not allowed at an ATM or by remote deposit and overdraft protection services are not available from a loan, line or savings account.</li> </ul>
Patriot Bank at Work Checking	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for business owners who want to provide additional benefits and value to employees;</li> <li>• Is non-interest bearing;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• Offers free basic wallet checks;</li> <li>• Offers up to ten (10) rebates of non-Patriot ATM fees (to a maximum credit of \$50) per monthly statement cycle;</li> <li>• Is available to businesses that have a minimum of 10 employees;</li> <li>• Must be presented as agreed to all employees of the participating business;</li> <li>• If an employee leaves your employment, the Patriot Bank at Work Checking account will be converted to a Patriot Checking account; and</li> <li>• If the company leaves Patriot as a client, all Patriot Bank at Work Checking accounts will be converted to Patriot Checking accounts.</li> </ul>

## Deposit Account Reference Guide and Fee Schedule

### Products That Benefit Business Owners and Their Employees – Health Savings Accounts and Patriot Bank at Work Accounts (Continued)

Account name	Monthly Maintenance Fee(s)	Key Features
Patriot Bank at Work Savings	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for business owners who want to provide additional benefits and value to employees;</li> <li>• Is a variable rate account;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• Is available to businesses that have a minimum of 10 employees;</li> <li>• If an employee leaves your employment, the Patriot Bank at Work Savings account will be converted to a Savings account; and</li> <li>• If the company leaves Patriot as a client, all Patriot Bank at Work Savings accounts will be converted to Savings accounts.</li> </ul>

# Deposit Account Reference Guide and Fee Schedule

## Municipal and Non-Profit Products and Products That Benefit Their Employees

Account name	Monthly Maintenance Fee(s)	Key Features
<p>Municipal Interest</p> <p>Nonprofit Interest</p>	<p>\$10.00</p> <p>\$0.50 transaction fee per credit and debit after the first 200 transactions during each monthly statement cycle.</p>	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for municipalities and non-profits with a low number of monthly transactions;</li> <li>• Is a variable rate account;</li> <li>• Requires an opening deposit of \$500;</li> <li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily collected balance of \$2,500; and</li> <li>• Will avoid the \$0.50 transaction fee by having 200 or less credit and debit transactions each monthly statement cycle (including deposit tickets, ACH transactions, checks paid, checks deposited and debit card transactions).</li> </ul>
<p>Municipal Checking</p> <p>Nonprofit Checking</p>	<p>\$14.00</p>	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for municipalities and non-profits with a large number of monthly transactions;</li> <li>• Is non-interest bearing;</li> <li>• Requires an opening deposit of \$500;</li> <li>• Has no minimum balance requirement;</li> <li>• Has an earnings credit that may offset part or all of the monthly maintenance and other transaction fees; monthly maintenance and transaction fees eligible to be offset are listed below:                      Monthly Maintenance Fee: \$14.00                      Monthly Internet Banking Fee: None - See Below*                      Deposit: \$0.50 per deposit                      Checks Deposited: \$0.15 per deposited item                      Checks Paid: \$0.20 per check paid                      ACH Credits: \$0.20 per credit                      ACH Debits: \$0.20 per debit                      Rolled Coin (per roll): \$0.05 per roll                      Stop Payments: \$30.00 per stop payment                      Incoming Wire Transfers: \$15.00 per wire                      Outgoing Domestic Wires: \$30.00 per wire                      Outgoing Foreign Wires: \$45.00 per wire</li> </ul> <p>• Has an earnings credit on collected balances that is variable and can change from time to time; the earnings credit is paid on 90% of the collected balance.</p> <p>* There is no monthly charge for Basic Business Internet Banking to view accounts and make transfers between accounts.</p> <p>Refer to the Business Online Banking Fee Schedule for pricing on optional add-on services.</p>

# Deposit Account Reference Guide and Fee Schedule

## Municipal and Non-Profit Products and Products That Benefit Their Employees

Account name	Monthly Maintenance Fee(s)	Key Features
<p>Premium Municipal Savings</p> <p>Premium Nonprofit Savings</p> <p>This Savings account is only available with a Municipal or Nonprofit Checking Account</p>	<p>\$15.00</p>	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for municipalities and non-profits that want to earn a higher rate of interest on account balances;</li> <li>• Is only available to Municipal Checking or Nonprofit checking customers;</li> <li>• Is a variable and tiered interest rate account;</li> <li>• Requires an opening deposit of \$500;</li> <li>• Will be converted into a “Business Savings” account (see Business Savings account for details) if the linked Checking account is closed; and</li> <li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily collected balance of \$5,000.</li> </ul>
<p>Municipalities at Work Checking</p> <p>Nonprofits at Work Checking</p>	<p>None</p>	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for municipalities and non-profits that want to provide additional benefits and value to employees;</li> <li>• Is non-interest bearing;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• Offers free basic wallet checks;</li> <li>• Offers up to ten (10) rebates of non-Patriot ATM fees (to a maximum credit of \$50) per monthly statement cycle;</li> <li>• Must be presented as agreed to all employees of the participating municipality or non-profit;</li> <li>• If an employee leaves your employment, the Municipalities or Nonprofits at Work Checking account will be converted to a Patriot Checking account; and</li> <li>• If the municipality or non-profit leaves Patriot as a client, all at Work Checking accounts will be converted to Patriot Checking accounts.</li> </ul>

## Deposit Account Reference Guide and Fee Schedule

### Municipal and Non-Profit Products and Products That Benefit Their Employees

Account name	Monthly Maintenance Fee(s)	Key Features
Municipalities at Work Savings  Nonprofits at Work Savings	None	This Patriot Bank account: <ul style="list-style-type: none"> <li>• Is ideal for municipalities and non-profits that want to provide additional benefits and value to employees;</li> <li>• Is a variable rate account;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• If an employee leaves your employment, the Municipalities or Nonprofits at Work Savings account will be converted to a Savings account; and</li> <li>• If the municipality or non-profit leaves Patriot as a client, all at Work Savings accounts will be converted to Savings accounts.</li> </ul>



# Deposit Account Reference Guide and Fee Schedule

## IOLTA/IOLA, IOEBTA and Rent Security Deposit Accounts

Account name	Monthly Maintenance Fee(s)	Key Features
Interest on Lawyers Trust Account/Interest on Lawyers Account (IOLTA/IOLA)	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for attorneys with eligible client and/or third party funds;</li> <li>• Is a variable rate account;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• Pays interest monthly to the applicable state program (may have permissible fees deducted); and</li> <li>• May require attorneys to be responsible for other fees that the state program does not allow to be deducted from interest.</li> </ul>
Interest on Real Estate Brokers Trust Accounts (IOEBTA)	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for real estate brokers and agencies to hold client funds that also earn interest for the applicable state program that uses the money for down payment support to people who qualify;</li> <li>• Is a variable rate account;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• Pays interest monthly to the applicable state program (may have permissible fees deducted); and</li> <li>• May require real estate brokers and agencies to be responsible for other fees that the state program does not allow to be deducted from interest.</li> </ul>

## Deposit Account Reference Guide and Fee Schedule

### IOLTA/IOLA, IOREBTA and Rent Security Deposit Accounts (continued)

Account name	Monthly Maintenance Fee(s)	Key Features
Rent Security Savings	\$5.00	This Patriot Bank account: <ul data-bbox="503 337 963 529" style="list-style-type: none"><li>• Is ideal for landlords and/or tenants who have rental security deposits;</li><li>• Is a variable rate account;</li><li>• Requires an opening deposit of \$100; and</li><li>• Will avoid the monthly maintenance fee by maintaining a minimum average daily balance of \$250.</li></ul>

# Deposit Account Reference Guide and Fee Schedule

## College and Youth Products

Account name	Monthly Maintenance Fee(s)	Key Features
College Bound Checking	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for students over the age of 18 with a valid full-time student ID;</li> <li>• Is non-interest bearing;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement;</li> <li>• Offers up to four (4) rebates of non-Patriot ATM fees (to a maximum credit of \$20) per monthly statement cycle; and</li> <li>• Converts to a Patriot Checking account if the owner is no longer a student or after 60 months.</li> </ul>
Youth Savings	None	<p>This Patriot Bank account:</p> <ul style="list-style-type: none"> <li>• Is ideal for anyone under the age of 18 or in need of a custodial account such as an UTMA;</li> <li>• Is a variable interest rate account;</li> <li>• Requires no minimum to open;</li> <li>• Has no minimum balance requirement; and</li> <li>• Converts to a Savings account after 18 years of age.</li> </ul>

# Deposit Account Reference Guide and Fee Schedule

## Certificate of Deposit and National Online Account Opening

Account name	Interest Payments	Key Features
Fixed Rate CDs  3 Month 5 Month 6 Month 9 Month 1 Year 18 Month 2 Year 30 Month 3 Year 4 Year 5 Year	Monthly	This Patriot Bank account: <ul style="list-style-type: none"> <li>• Is ideal for anyone who wants to earn interest on account balances and does not have a need to access the deposit over a certain time period;</li> <li>• Requires an opening deposit of \$500;</li> <li>• Has a fixed interest rate until the maturity date;</li> <li>• Is available for Individual Retirement Accounts; and</li> <li>• Will incur penalties if any portion of the principal balance is withdrawn prior to maturity (penalties are described in the CD section of the Deposit Account Agreement).</li> </ul>
Account name	Monthly Maintenance Fee(s)	Key Features
Online Money Market	None	This Patriot Bank account: <ul style="list-style-type: none"> <li>• Is available only through the target Marketing outside of Patriot Bank's current geographic locations*;</li> <li>• Is ideal for consumers who want to earn a higher rate of interest on account balances and have limited check writing needs;</li> <li>• Is a variable and tiered interest rate account;</li> <li>• Provides an initial rate tier guarantee for time period as defined in account opening documentation; and</li> <li>• Requires an opening deposit of \$100;</li> </ul>

\*Account not available in any Patriot Bank branch. Digital Marketing efforts will be done on a national basis (excluding Patriot Bank's current branch network area) to promote the opening of this account type online.

## Deposit Account Reference Guide and Fee Schedule

### Ancillary Fees

Type of Fee	Fee Amount	Other Important Information About This Fee
ATM or Debit Card Replacement	\$10.00 per card	This fee is a replacement fee for lost or damaged ATM or Debit cards. This fee does not apply for cards re-issued at expiration.
ATM or Debit Card Replacement: Rush Replacement Fee	\$20.00 per card	This fee is for requested rush delivery of an ATM or Debit card.
ATM Transaction Fee: Patriot Bank ATM	None	None — There is no fee for a withdrawal from or deposit to a Patriot Bank ATM with a Patriot Bank ATM or Debit card.
ATM Transaction Fee: Non-Patriot Bank Domestic ATM	None	Patriot Bank does not charge a fee for using a non-Patriot Bank ATM in the U.S.
ATM Transaction Fee: Non-Patriot Bank International ATM	None	Patriot Bank does not charge a fee for using a non-Patriot Bank ATM outside of the U.S.
Audit Confirmations	\$30.00 per request	This fee is for verification of account information as part of an audit request (generally applies to business accounts).
Cashier's Check	\$10.00 per check	This fee is for the issuance of a cashier's check requested by a customer at a Patriot Bank Branch location.
Copy Fees – Checks, Statements and Deposits	\$5.00 per page	This fee is for copies of checks, statements or deposit tickets. This fee may be in addition to any hourly fees paid for research.
Check Orders	Varies by Style	This fee varies based on specific check style selected.
Checkbook Reconciliation	\$25.00 per hour	This fee is for requested checkbook balancing assistance.
Collection Items	\$30.00 per item	This fee is for processing incoming or outgoing checks that require special handling.
Counter Checks	\$5.00 per page	This fee is for temporary checks printed at one of our offices. There are four (4) checks per page.
Daily Negative Balance	\$10.00 per day	This fee is charged starting on the fifth (5th) day and every day after the 5th day that an account remains overdrawn with a negative balance. A deposit must be made to correct the negative balance in order for the fee to no longer be charged.

## Deposit Account Reference Guide and Fee Schedule

### Ancillary Fees (Continued)

Type of Fee	Fee Amount	Other Important Information About This Fee
Deposit Tickets	Varies	This fee is for separate orders of additional printed deposit tickets.
Early Account Closing	\$15.00	This fee is for closing an account within ninety (90) days of opening.
Foreign Check Deposit	\$25.00 per item	This fee is for sending a check in foreign currency that requires special handling to another bank for payment.
HSA Direct Transfer	\$50.00 per account	This fee is to close out and transfer an HSA account plan to another financial institution.
Inactive or Dormant Account	\$10.00 per month	This fee is for an account that has not had deposits, withdrawals or other transactions for twelve (12) months.
Interim Statement	\$10.00	This fee is for a special request statement of account activity.
IRA Direct Transfer	\$50.00 per account	This fee is to close out and transfer a retirement account to another financial institution.
Legal Process Services	\$100.00 per occurrence	This fee is for processing a legal order (Attachment, Execution, Garnishment or Levy) that requires Patriot Bank to freeze, hold, withhold or withdraw funds on your account.
Money Order	\$8.00 per money order	This fee is for the issuance of a money order requested by a customer at a Patriot Bank Branch location.
Night Deposit Bags	Varies by Style	This fee is for secure plastic night deposit bags.
Night Deposit Key Replacements	\$10.00	This fee is for night deposit key replacement.

# Deposit Account Reference Guide and Fee Schedule

## Ancillary Fees (Continued)

Type of Fee	Fee Amount	Other Important Information About This Fee
NSF Paid Items (Insufficient Funds/ Overdraft)	\$38.00	This fee is charged for each item that we authorize and pay against your account (creating an overdraft) even if you do not have funds in your current or an available balance to cover the item.
NSF Returned Items	\$38.00	This fee is charged for each item that we do not authorize and pay against your account (returning the item unpaid) if you do not have funds in your current or an available balance to cover the item.
Online External Transfer	None	This fee is for transferring balances between a Patriot Bank account and an account at another financial institution.
Overdraft Protection Transfer From Savings	\$12.00 per daily transfer	This fee is for transferring the funds from a savings account to cover an overdraft. The transfer amount includes the fee. If the savings account does not have enough funds to cover the full overdraft the transfer may not occur. These transfers count towards savings regulatory withdrawal limits.
Overdraft Protection Transfer From Credit Line	\$20 annual fee plus interest	This fee is for overdraft protection available through a line of credit. Transfers are advances of credit for the full amount of the overdraft and all advances are subject to interest or finance charges as outlined in the credit agreement. A separate application for the line of credit is required and the line of credit is subject to credit approval.
Research Services	\$50.00 per hour (\$50.00 minimum)	This fee is to conduct requested research on your account, including statements, checks, deposits or any other transactions. This fee may be charged in addition to the fees for copies of the requested research.
Returned Deposited Items	\$25.00 per item	This fee is for items returned unpaid by another bank.
Safe Deposit Box Drilling and Key Replacement	\$300.00	This fee is for safe deposit box drilling and key replacement.
Safe Deposit Box Key Replacement	\$30.00	This fee is for safe deposit box key replacement.

## Deposit Account Reference Guide and Fee Schedule

### Ancillary Fees (Continued)

Type of Fee	Fee Amount	Other Important Information About This Fee
Safe Deposit Box Schedule of Charges Annual Fees	\$45.00 (2x5) \$55.00 (3x5) \$65.00 (5x5) \$95.00 (5x10) \$145.00 (10x10)	This annual fee is for safe deposit box rental based on box size. Late payment fee is 5% of the annual fee if you fail to pay rental fee by last day of month in which the payment is due.
Signature Guarantee Services	None	This fee is for signature guarantees for our existing customers. This service is only available at select branches.
Stop Payment	\$35.00 per request	This fee is to prevent the payment of a check, draft or electronic debit on your account.
Telephone Banking	None	There is no fee for transactions through Telephone Banking.
Uncollected Funds Paid Items	\$38.00	This fee is charged for each item that we authorize and pay against your account (creating an uncollected condition) even if you do not have funds in your available balance to cover the item.
Uncollected Funds Returned Items	\$38.00	This fee is charged for each item that we do not authorize and pay against your account (returning the item unpaid) if you do not have funds in your available balance to cover the item.
Wire Transfer Fee – Incoming Domestic	\$ 15.00 per wire	This is a fee for a wire transfer into your account from a financial institution in the U.S.
Wire Transfer Fee – Incoming International	\$ 15.00 per wire	This is a fee for a wire transfer into your account from a financial institution outside the U.S.
Wire Transfer Fee – Outgoing Domestic	\$30.00 per wire	This is a fee for a wire transfer out of your account to a financial institution in the U.S.
Wire Transfer Fee – Outgoing International	\$45.00 per wire	This is a fee for a wire transfer out of your account to a financial institution outside the U.S.



# Deposit Account Reference Guide and Fee Schedule

## Business Banking Services Suite Fees (Business Banking Online Services)

Basic Business Internet Banking to view accounts and make transfers between accounts is FREE.

Basic Monthly Internet Banking	FREE
Monthly Internet Banking with optional add-ons** Fee	SEE BELOW**

Balance Reporting	FREE
Account Transfers	FREE
Check Images	FREE
Account History	FREE
eStatements	FREE
Mobile App	FREE
Mobile Deposit Capture (limits apply)	FREE

Positive Pay Monthly Fee	\$75
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Per Wire Fee Domestic Incoming* Fee	\$15
Per Wire Fee Domestic Outgoing* Fee	\$30
Per Wire Fee International Incoming* Fee	\$15
Per Wire Fee International Outgoing* Fee	\$45
Per Stop Payment Fee (direct charge)	\$30

\* Fees included in Commercial Business Checking account analysis.

\*\*Optional add-on services and fees by separate application

Add-on Services are: Online Bill Payment, Wire Transfers, ACH Transactions, Remote Deposit Capture (Desktop)

Pick any two	\$30
More than two	\$50
ACH Set-up Fee (one-time)	\$50
Wire Transfer Set-up Fee (one-time)	\$50
Remote Deposit Capture Set-up Fee (one-time)	\$150

Fees are subject to change by the Bank as provided in the Agreement.

# FACTS

## WHAT DOES PATRIOT BANK, N.A. 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 income
- Transaction history and account balances
- Transaction or loss history and payment history

When you are no longer our customer, we continue to share your information as described in this notice.

### 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 PATRIOT BANK, N.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does PATRIOT BANK, N.A. share	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes</b> — to offer our products and services to you	NO	We Don't Share
<b>For joint marketing with other financial companies</b>	NO	We Don't Share
<b>For our affiliates' everyday business purposes</b> — information about transactions and experiences.	NO	We Don't Share
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	NO	We Don't Share
<b>For our affiliates to market to you</b>	NO	We Don't Share
<b>For nonaffiliates to market to you</b>	NO	We Don't Share

### Questions?

1-888-FATRIOT (1-888-728-7468) or go to [www.BankPatriot.com](http://www.BankPatriot.com)

# Privacy Policy for Consumers

## Who we are

**Who is providing this notice?**

PATRIOT BANK, N.A.

## What we do

**How does PATRIOT BANK, N.A. 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.

**How does PATRIOT BANK, N.A. collect my personal information?**

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Deposit money or use your credit or debit card
- Pay your bills

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 nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

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

- *PATRIOT BANK, N.A. does not share with our affiliates.*

**Nonaffiliates**

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

- *PATRIOT BANK, N.A. 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.

- *PATRIOT BANK, N.A. doesn't jointly market.*



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*Updated 9/2022*

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