



DEPOSIT ACCOUNT AGREEMENT & DISCLOSURE

PRIVACY NOTICE

HOW TO CONTACT US

WELCOME TO IDB BANK

Thank you for opening your new account with Israel Discount Bank of New York ("IDB Bank"); we look forward to serving you.

Your new deposit account gives you access to a wide range of advantages that can save you time and money and make everyday banking secure and convenient.

Please keep this Agreement (also known as Rules and Regulations) handy for answers when you need them. And remember, whenever you have a question, your Account Officer is a telephone call away.

TABLE OF CONTENTS

DEPOSIT ACCOUNT AGREEMENT	1
GENERAL ACCOUNT TERMS	2
A. DEPOSITS AND CHECKS YOU CASH	2
1. Deposits	2
2. Direct Deposits; Notice of Electronic Deposits.....	2
3. Endorsements	2
4. Endorsement Requirements	2
5. Deposit Records and Receipts	2
6. Our Right to Refuse Deposits	2
7. When You Can Withdraw Funds You Have Deposited.....	3
8. Foreign Checks	3
9. Depositing Substitute Checks.....	3
10. Depositing Remotely Created Checks	3
11. Our Responsibility for Collecting Deposits	3
12. Final Payment on Deposits of Checks, Drafts, and Other Instruments.....	3
13. Our Right to Charge Bank Deposited or Cashed Items	3
B. CHECKS, WITHDRAWALS, AND OTHER CHARGES.....	4
1. Withdrawals and Transfers from Your Account	4
2. Your Check Forms	4
3. Protecting Your Checks	4
4. Incomplete, Future-Dated, or Conditional Checks, and Checks Dated More Than Six-Months Before Payment	4
5. Multiple Signatures	4
6. Facsimile Signatures.....	4
7. Check Cashing	4
8. Large Cash Withdrawals.....	4
9. Review of Checks and Signatures	4
10. Notice that a Check has been Deposited or Cashed.....	5
11. Account Numbers on Fund Transfers.....	5
12. Fees	5
13. Stop Payments	5
14. Limits on Money Market Savings Account Withdrawals	5
15. Money Market Savings Withdrawal Limit Fee.....	5
16. Our Right to Require Advance Notice of Withdrawals	6
17. Death or Incompetence of Account Owner	6
C. INSUFFICIENT BALANCE, OVERDRAFTS AND FEES; SET-OFF AND SECURITY INTEREST	6
1. Insufficient Balance	6
2. Returned Deposited Items	6
3. Overdrafts.....	6
4. Your Responsibility to Repay Overdrafts.....	6
5. Insufficient Funds, Uncollected Funds or Returned Item ("NSF") Fee, and Overdraft Fees	6
6. Set-off and Security Interest	7
D. NON-MARKET LINKED/FIXED RATE TIME DEPOSITS ONLY	7
1. Term.....	7
2. Deposits	7
3. Interest Rate	7
4. Annual Percentage Yield	7
5. Interest Accrual	7
6. Interest Computation Method	7
7. Crediting of Interest Rate	7
8. Maturity Date and Grace Period	7
9. Notice of Maturity (For Consumer Accounts Only)	8

10.	Renewal at Maturity/Interest After Maturity	8
11.	Paying Interest	8
12.	Fund Transfers from Matured Time Deposit to Cover Deposit Account Minimum Balance Requirements and Other Fees (For International Customers Only).....	8
13.	Early Withdrawal Penalties	8
14.	Waiving Early Withdrawal Penalties.....	8
15.	Final Payment on Deposits of Checks, Drafts, and Other Instruments	9
E.	STATEMENTS AND NOTICE OF ERRORS.....	9
1.	Statements	9
2.	Notice of Errors, Forgeries and Unauthorized Signatures	9
3.	Receiving Checks	9
F.	HOLD MAIL (For International Customers Only)	9
G.	FORMS OF ACCOUNT OWNERSHIP	10
1.	Personal Accounts	10
2.	Business and Other Non-Personal Accounts	12
H.	INTEREST ON CHECKING AND MONEY MARKET SAVINGS ACCOUNTS.....	12
1.	Earning/Paying Interest	12
2.	Interest Computation Method/Compounding Period.....	12
3.	Interest Rate.....	12
4.	Annual Percentage Yield.....	12
5.	Fees and Expenses.....	13
I.	CHANGE OF ADDRESS	13
J.	INSTRUCTION(S) TO OPEN DEPOSIT ACCOUNTS BY MAIL, TELEPHONE, FACSIMILE, E-MAIL OR OTHER MEANS OF COMMUNICATION	13
K.	CLOSING YOUR ACCOUNT.....	13
L.	OTHER LEGAL TERMS.....	13
1.	Telephone and Electronic Communication	13
2.	Indemnity	14
3.	Adverse Claims	14
4.	Restricting Your Account	14
5.	No Waiver	14
6.	Changes to the Agreement.....	14
7.	Rules Applicable to Your Account	14
8.	Sub-accounts.....	14
9.	Research, Legal Process and Requests for Information	15
10.	Permitted Time for Filing a Lawsuit	15
11.	Governing Law, Consent to Jurisdiction and Jury Waiver	15
12.	Pre-Judgment Interest Rate	15
13.	Assignment/Transfer of Agreement and Successors.....	15
14.	Illegal Activities, Including Unlawful Internet Gambling	15
15.	Inactive and Unclaimed Accounts	15
16.	Customer Identification Information at Account Opening (USAPATRIOT Act)	16
17.	English Language – Other Language Preferences.....	16
	SUBSTITUTE CHECKS AND YOUR RIGHTS	17
	FUND TRANSFERS.....	18
A.	WIRE TRANSFERS.....	18
B.	ORIGINATING ACH TRANSFERS.....	18
C.	RECEIVING ACH TRANSFER INSTRUCTIONS.....	18
D.	GENERAL PROVISIONS	18
1.	Authority to Execute Payment Orders/Security Procedures	18
2.	Instructions to Bank/Processing Procedures	19
3.	Transfer Requests by Telephone, Facsimile, E-mail or Other Means of Communication	19
4.	Payment in Foreign Currency	19
5.	Reliance on Identifying Numbers.....	19
6.	Payment Orders Failing to Identify Beneficiary's Banks or Intermediary Banks.....	20
7.	Limited Obligation to Execute; Insufficient Funds.....	20
8.	Rejection and Return of Payment Orders	20
9.	Bank Liability; Customer Indemnity.....	20
10.	Information Requests.....	20
11.	Disclaimer of Liability	20
12.	Error Resolution and Cancellation Rights (For Consumer Initiated Foreign/Cross-Border Remittance Transfers Only)	21
13.	Governing Law	21
14.	Judicial Proceedings. Waiver of Jury Trial. Counterclaim	21

15.	Amendments and Cancellations.....	21
16.	Statements of Account Activity and Notification of Errors.....	22
17.	Provisions Relating to Your Account(s) and Payment	22
ELECTRONIC BANKING SERVICES/ELECTRIC FUND TRANSFERS.....		23
A.	<i>ACCESS CARDS – ATM AND DEBIT CARDS</i>	23
1.	Documentation of Transfers	23
2.	Transfer Types and Limitations/Services.....	23
3.	Non-IDB Bank ATMs	23
B.	<i>FEES PER TRANSACTION CHARGE</i>	23
C.	<i>ONLINE BANKING SERVICES</i>	24
D.	<i>SPECIAL PROVISIONS REGARDING ALL ELECTRONIC REQUESTS FOR WITHDRAWALS FROM YOUR ACCOUNT</i>	24
E.	<i>E-MAIL SECURITY</i>	24
F.	<i>SPECIAL PROVISIONS REGARDING ELECTRONIC FUND TRANSFERS</i>	24
1.	Electronic Banking Disclosure	24
2.	Contact in Event of Unauthorized Transfer.....	24
3.	Cardholder Liability	24
4.	Business Days	25
5.	Right to Stop Payment of Preauthorized Debit	25
6.	Right to Verify Preauthorized Credits.....	25
7.	Your Right to Receive Documentation or Notice of Transaction	25
8.	The Bank’s Liability for Failure to Complete Transactions	25
9.	Disclosure of Account Information to Third Parties/Confidentiality	25
10.	In Case of Errors or Questions About Your Electronic Fund Transfers.....	26
YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR ACCOUNT (“FUNDS AVAILABILITY POLICY”).....		27
PRIVACY NOTICE.....		29
HOW TO CONTACT US		31

DEPOSIT ACCOUNT AGREEMENT

This Deposit Account Agreement (also known as Rules and Regulations; hereinafter referred to as “Agreement”) is the contract that governs your account. **This Agreement supersedes any deposit account(s) Rules and Regulations you may have previously received.** Please be sure to read it carefully and keep it in a safe place. If you have any questions regarding any of the information contained in this Agreement, please talk with your Account Officer. Your Account Officer will be happy to help. You can also call and/or write to us at one of the numbers and/or addresses listed under the “How To Contact Us” section.

Whether you’re a personal or business customer with an IDB Bank Deposit Account, this is the basic Agreement between you and us. By signing a signature card or Application, or using any of our deposit account services, you and anyone else identified as an owner of the account further agree to the terms contained in this Agreement. You have identified for us the country (or countries) in which you are a resident for Know-Your-Customer (“KYC”) and tax purposes and have provided your taxpayer identification number. If you are an International Customer, your signatures (including on the IRS Forms W-8BEN or W-8BEN-E) certify to us that you are neither a citizen nor resident of the United States. If these certifications are false, you may be subject to civil and criminal penalties.

If you have a product that is not a deposit account, this Agreement does not apply to that product. Also, other services, such as online banking (i.e., IDB PassportSM, IDB AccessSM), have additional agreements. If another more specific agreement and this one disagree, the more specific agreement will govern. If this Agreement conflicts with any statements made by one of our employees or our affiliates’ employees, this Agreement will control.

This Agreement may be changed or terminated without notice if necessary to comply with any appropriate federal, state or other governing law or regulation.

This Agreement also refers to and includes other disclosures we may provide to you, including: (1) product information; (2) rate information disclosures (if applicable); (3) banking services and fee disclosures; and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts.

Important Definitions:

Below are definitions of some important terms used throughout this Agreement:

“You,” “Your,” and “Yours”: Refer to each account owner.

“We,” “Us,” “Our,” “Bank,” and “IDB Bank”: Refer to Israel Discount Bank of New York.

“Account”: Any deposit account you have with us (such as a checking or money market savings account) that is covered by this Agreement.

“Business Day”: Every day except Saturdays, Sundays, Federal holidays or days we are closed due to an emergency. Please refer to our website at www.idbbank.com for Federal holidays.

“Direct Deposit”: With “direct deposit,” someone, such as an employer or the government, sends your funds directly into your account through the ACH electronic payment system.

“ACH”: An electronic deposit to or withdrawal from your account, such as a directly deposited payroll check or a bill payment, sent to us through the “automated clearinghouse,” which is an electronic network that sends and receives those transactions.

“Check”: Any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

“Available Balance”: Your “available balance” is the balance in your account after deducting (1) deposits that are not yet available for withdrawal described under our “Funds Availability Policy” section, (2) debit card or other transactions that we are legally obligated to pay or have already paid out in cash, (3) other pending transactions such as ACH transactions, and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

“Item”: Any check, ACH, fund transfers, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, or other amount that is added to or subtracted from your account.

“Hold on Your Account”: Funds are still in your account but we will not allow you to withdraw them. A hold may be placed because of delayed funds availability, a court order requiring us to prevent withdrawals, or other reasons. The amount of a hold reduces your available balance by that amount.

“Overdraft” or “Overdrawing” your Account: When your account balance is less than \$0 or your available balance is not enough to pay for all the items presented for payment on a business day.

GENERAL ACCOUNT TERMS

A. DEPOSITS AND CHECKS YOU CASH

1. Deposits

You may make deposits to your accounts at any time at any branch through your Account Officer or by mail. Deposit by mail forms may be obtained from your branch. Deposits received in acceptable form up to 2:00 p.m. in the time zone where your branch is located on any business day will be credited to your account on the day of deposit. Funds received by the Bank after 2:00 p.m. on any business day, may be deposited to your account on the next business day.

2. Direct Deposits; Notice of Electronic Deposits

We encourage you to use direct deposit whenever possible so your money cannot be stolen or lost in the mail.

When we receive an electronic deposit for your account, the only notice you will receive is on your next account statement. You may use online banking or call your Account Officer to confirm that we have received an ACH or wire transfer deposit.

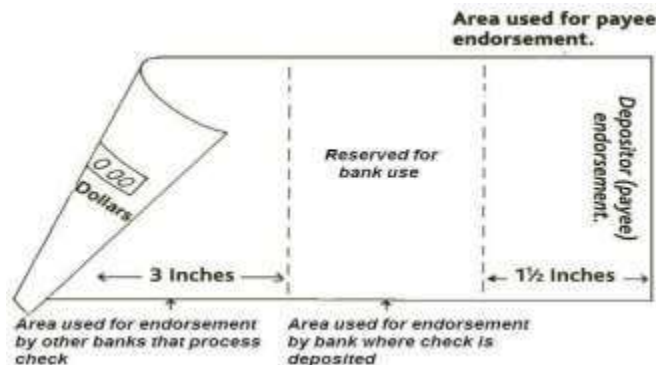
If the bank that sent an electronic deposit notifies us that it was sent by mistake, or was intended for another customer or account, we may deduct the amount of the deposit from your account without investigating.

3. Endorsements

An "endorsement" is a signature, stamp, or other mark made on a check to transfer the check to another person. If any check deposited to your account does not have your endorsement, we may endorse it for you, or treat the check as if we had endorsed it. Either way, the effect will be the same – as if you had endorsed the check. Also, any check deposited to your account that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsement on a check you cash or deposit, or any endorsement "without recourse."

4. Endorsement Requirements

To help ensure that checks you deposit or cash will be processed promptly, your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2 inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check (look at the following diagram to see this area):



If you do not endorse your check properly, and it causes us a loss, cost, or expense, you will be liable for that amount.

5. Deposit Records and Receipts

We may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not the Bank's responsibility to detect any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors – including any errors on your deposit slip.

If we issue you a Time Deposit ("TD") receipt and you then decide not to open the TD, or if we issue you a deposit receipt and you then cancel the deposit, the receipt is void and you may not claim those funds.

6. Our Right to Refuse Deposits

You certify that your deposited funds are lawfully obtained and reported in accordance with all tax laws applicable to you. Nevertheless, we may refuse a deposit, or part of a deposit, to your account at any time. We also may refuse a deposit after initially accepting it. If we refuse a deposit, we may take the check on a "collection basis," which means we will not add funds to your account until we have actually been paid for the check. We will not be liable to you for refusing a deposit, even if it causes outstanding items

to be returned. We can reverse any amount we have added to your account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check.

7. When You Can Withdraw Funds You Have Deposited

Generally, for most accounts, you may withdraw funds the second business day after the day we receive your deposit. The first \$200 will be available the next business day. But in some cases, you may not be able to immediately withdraw or write checks against deposited funds. Please see our "Funds Availability Policy" section of this Agreement for details.

If funds from a deposit become "available" and you can withdraw funds, that does not mean the check or other item you have deposited is "good," has "cleared," or has been paid by the paying bank. It is possible that the item will be returned unpaid months after we have made the funds available to you and you have withdrawn them. No one, including our employees, can guarantee you that a check or other item will not be returned.

8. Foreign Checks

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we have added to your account and send the check on a collection basis even after we have taken physical possession of the check. **Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis.** The actual amount you receive for checks payable in a foreign currency will be determined at the Bank's exchange rate for such items that is in effect when we are paid for the check. If a check is returned later for any reason, we will charge your account at the applicable exchange rate in effect at the time of the return, which may be more or less than the exchange rate originally used for the deposit.

9. Depositing Substitute Checks

A substitute check is a copy of a check that is the legal equivalent of the original check. You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

10. Depositing Remotely Created Checks

A remotely created check is created by the payee and not signed by the account holder. It states that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

11. Our Responsibility for Collecting Deposits

If you deposit or cash a check, or we send one for collection, we only act as your agent. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank we use to collect checks, or for checks lost while in transit. We may send checks to any bank or directly to any non-bank drawee in our customary manner. We may agree with other banks regarding times and methods for collecting or returning items. If we lose a check, you agree to use reasonable efforts to help us locate or replace the lost check. Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed, or otherwise improper.

12. Final Payment on Deposits of Checks, Drafts, and Other Instruments

The Bank chooses the method of obtaining final payment on your deposits for you and may use other banks in the process. The Bank is not responsible for actions taken by other banks, nor for the loss or destruction of any items in the possession of other banks or in transit. Any bank may refuse to honor a deposit item or may honor one refused by another bank. The Bank is not responsible for any act or failure to act that is reasonable under the circumstances or that is taken or omitted under the laws, rules, regulations, or practices stated in this Agreement.

By your depositing, collecting or cashing any item with the Bank, you will be responsible to the Bank for any damages, losses, or liabilities that the Bank may incur (such as those arising from the misrouting or any delay in the return of an item), to the extent any bank endorsement is obscured or otherwise impaired by: (1) another bank endorsement on an item that has previously been deposited and returned unpaid; or (2) your endorsement or other markings, or those of a prior party, on an item which you have cashed, collected, or deposited with the Bank. The Bank has the right to obtain reimbursement.

13. Our Right to Charge Bank Deposited or Cashed Items

If you deposit any check or other item to your account or cash any check, and we are notified that (1) the item will be returned unpaid; (2) the paying bank or issuer of a check demands that we repay them for the item for any reason (e.g., the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement); or (3) the sending bank of the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and deduct the amount of the item from any of your accounts, even if doing so creates an overdraft. If a deposited or cashed item is returned, we will charge you a Deposited Checks Returned Unpaid Fee, and we may deduct that

amount from any of your accounts. We may place a hold on or charge your account for any check or other item deposited into your account if we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason. We may deduct the amount from your account whether the physical item is returned to us or not, and whether we can return the item or a copy to you or not. If an item is returned, we will notify you verbally or by mail but are not required to give you next-day notice. When the claim is finally resolved, we will either release the hold or deduct from your account the amount of the item.

If you deposit a check or other item in your trust account (including any attorney trust account) and it is returned, we may charge your trust account, an account in your name, or charge part of the check to each, even if you have already withdrawn the funds.

B. CHECKS, WITHDRAWALS, AND OTHER CHARGES

1. Withdrawals and Transfers from Your Account

We may subtract from your account the amount of any check or other item that you or any person you authorize created or approved. We may require you or any person you authorized to provide us with identification, documentation, or information that is acceptable to us.

Transfers or withdrawals may be refused if a claim is asserted against the funds on deposit in your account, a legal garnishment or attachment against you or your property is served on the Bank, if you fail to repay a Bank loan when due, or for similar reasons. You will be advised of the reasons why such action is taken. Also, the Bank may return unpaid any check not drawn on the branch where your account is maintained.

2. Your Check Forms

Checks and other account documents you use must be on forms obtained through or approved by us. We are not responsible for losses that result from improper printing on documents we do not approve. We may refuse to accept for deposit or pay checks in a form that we cannot process or photograph using our customary equipment.

3. Protecting Your Checks

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering, or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, we are not responsible for any losses that may result.

4. Incomplete, Future-Dated, or Conditional Checks, and Checks Dated More Than Six-Months Before Payment

You agree not to write a check that is incomplete, future-dated, or conditional (one that tries to limit the time or method of payment, such as "Void after 180 days" or "Valid only for \$1,000 or less"). We have no duty to discover, observe, or comply with such checks. If we pay a conditional check, the conditions do not apply to us.

We may choose to pay or not to pay a check that is dated more than 6 months before it is presented for payment regardless of how old it is, and if we pay it, you will be responsible for the check.

5. Multiple Signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. This requirement is for your internal control purposes only.

6. Facsimile Signatures

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature is the same one you previously used.

7. Check Cashing

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable, including fingerprints.

8. Large Cash Withdrawals

We may place reasonable restrictions on the time and method of any large cash withdrawal. If you make a large cash withdrawal, we may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the cash withdrawal if you do not agree with these conditions.

9. Review of Checks and Signatures

Check payment is highly automated, and we pay thousands of checks every day. Although we inspect some checks, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it does not match your signature card, we are not liable to you even if the check was actually authorized. If the numeric amount on a check does not match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

10. Notice that a Check has been Deposited or Cashed

If we are notified that a check drawn on your account has been deposited or cashed at another bank, we may place a hold on your account for the check amount, which may cause other items to overdraw the account. If the amount of the check identified in the notice exceeds your account balance at the time we receive that notice, we may notify the other bank of that fact.

11. Account Numbers on Fund Transfers

If you instruct us to send a fund transfer, such as a wire or ACH transfer, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the fund transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the fund transfer may still rely exclusively on the number, and have no duty to detect any inconsistency between the bank number or account number and the name.

12. Fees

You agree to pay all fees applicable to your account. We provided you a schedule of fees when you opened your account, and we will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative.

13. Stop Payments

You may stop payment on a check drawn on your account, and we will charge a Stop Payment Request Fee. However, you cannot stop payment if we have already certified, paid, or otherwise become responsible for the check. For example, you cannot stop payment on a check we have already cashed because we became responsible for the transaction as soon as we cashed it. Any one owner or authorized signer of an account may order us to stop payment on a check drawn on the account. Please see the "Electronic Fund Transfers" section of this booklet for how to place a stop payment on recurring electronic payments. (Also see section "Right to Stop Payment of Preauthorized Debit".)

We will not accept any instructions/requests to effect banking transactions via the Internet, unless expressly authorized under a duly executed Agreement with the Bank (e.g., IDB PassportSM, IDB AccessSM or online banking).

To stop payment on a check, you must give us the exact account number, check number, date written, payee and the amount of the check, so we can identify the item. Any discrepancy error, especially in amount (even as small as \$.01), check number or account number, will prevent the Bank from properly implementing a stop payment order. It may take up to one full business day from the time we receive this information until a stop payment order becomes effective.

A stop payment order is effective for a minimum of six (6) calendar months or until canceled by you in writing. If you would like to extend the stop payment for an additional six (6) calendar months we must receive written instructions from you. We will not send a confirmation of your stop payment order. When the stop payment order expires, we may pay the item and have no duty to notify you except for identifying the item as paid on your statement.

You agree that you will be responsible to us if any claim or demand is made against us as a result of having acted in accordance with your stop payment order. You agree to reimburse us for any reasonable costs, expenses or attorney's fees that we may incur in defending ourselves against any such claims or demands.

We are not required to accept a stop payment on a cashier's check, teller's check ("official check"), or certified check, unless you provide us with a sworn statement – in a form we deem acceptable – that the check is lost, stolen, or destroyed. After a stop payment is placed, we are not required to refund the money used to purchase the check, or issue a replacement check, until and unless the check is not presented for payment within 90 days after the issue or certification date. If in our discretion we agree to refund or replace the check, we will require that you purchase a surety bond for the amount of the check.

14. Limits on Money Market Savings Account Withdrawals

Withdrawals or transfers out of your money market savings account are limited by federal law. During any monthly statement period, you may make no more than six (6) withdrawals or transfers (e.g., check, ACH, telephone, Internet) out of these accounts. However, this limit does not apply to withdrawals or transfers made in person or through ATMs, mail (by a check payable and mailed to you), or messenger. We are required by law to ensure that you comply with this limit. If you exceed this limit after we have notified you of a violation, we will change your account to one we choose that does not limit withdrawals, and it may be an account that pays less or no interest.

15. Money Market Savings Withdrawal Limit Fee

If you make more withdrawals or transfers out of your money market savings account than your account terms permit in a

monthly statement period, we will charge a Money Market Savings – Transaction in Excess of Transaction Limit Fee. This fee is based on all withdrawals and transfers, not only those that are limited by federal law.

16. Our Right to Require Advance Notice of Withdrawals

For all money market savings accounts, Negotiable Order of Withdrawal (“NOW”) accounts (i.e., IDB Better CheckingSM) and all personal interest-bearing checking accounts, we reserve the right to require seven (7) days prior written notice of withdrawal.

17. Death or Incompetence of Account Owner

You must notify us immediately if any account owner dies or is declared incompetent by a court. Until we receive notice otherwise, we may act as if all owners are alive and competent.

After we receive notice of death or incompetence, we may freeze the account, refuse to accept transactions, and reverse or return deposits to the account. We are also not required to release funds in the account until we receive any documents we reasonably request to verify the death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying funds in an account to you or your estate, you or your estate will be responsible for repaying us the amount of that tax.

If an account owner authorizes an item, but it is not presented for payment until after that owner dies, we are authorized to pay the item after the owner’s death. If an account owner owes us a debt at the time of death, we are authorized to exercise our right of set-off (our right to apply funds in one account to the debt associated with another) or security interest rights against the account after the owner’s death. We have these rights even if a surviving joint owner, a “payable on death” (“POD”) payee, or a Beneficiary of an “in trust for” (“ITF”) or “trustee for” account has rights to the account.

C. INSUFFICIENT BALANCE, OVERDRAFTS AND FEES; SET-OFF AND SECURITY INTEREST

1. Insufficient Balance

You must maintain a balance in your account that will cover the checks you write. If a check is presented to us for payment when there are not enough available funds in your account to cover our payment of the check, we may pay the check or may refuse payment and return it unpaid. An insufficient balance in your account could result from: (a) the payment of other checks you have written; (b) payments you have authorized; (c) service fees you have not recorded in your records; or (d) checks deposited to your account that are uncollected or returned to the Bank unpaid.

2. Returned Deposited Items

Certain checks you may deposit into your account in amounts under \$1,000 that are returned – including, but not limited to, those returned for insufficient, uncollected or unavailable funds, or for missing endorsement – will be automatically re-presented by us for payment, without affecting your account balance other than applicable fees; if returned again, they will not be re-presented by us and your account will be debited accordingly and will be subject to applicable fees.

3. Overdrafts

Overdrafts incurred on your account are approved for payment at our discretion. We may, but are not required to, refuse to pay any item unless your available account balance at the time is equal to or more than the amount of the item, plus all other items received but not yet paid. Even if we have paid overdraft items before, we are not required to do it in the future.

Generally, for each business day, our processing order is: (1) real time transactions (e.g., ATM and fund transfers); (2) credits (including deposits); (3) ACH credits; (4) ACH debits (from lowest to highest); (5) checks presented (from lowest to highest); and (6) various fees.

It is your responsibility to avoid overdrawing your account.

4. Your Responsibility to Repay Overdrafts

You must promptly pay the amount of any overdraft along with any fees that may apply. If you do not, you may be charged additional fees and/or any applicable interest. We also may report you to credit reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your account to pay any overdraft, resulting fees and any applicable interest. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions at any time.

You agree to pay all costs and expenses we incur in collecting any overdraft, including attorneys’ fees. In addition, if we close your account with an outstanding overdraft and charge off the amount of the overdraft (that is, take a loss), we may still pursue collection of the amount you owe (including suing you) after it is charged off.

5. Insufficient Funds, Uncollected Funds or Returned Item (“NSF”) Fee, and Overdraft Fees

In the event the Bank at its discretion pays any check or order which creates an overdraft in your account or pays against uncollected funds, the Bank reserves the right to charge interest, if applicable, and/or a fee on the overdraft or the amount paid

against uncollected funds (a Check/ACH (electronic) Debits-Returned for or Paid Against Insufficient or Uncollected Funds ("NSF") fee).

We will charge an NSF fee for any item presented on a business day when your account is overdrawn, whether or not we pay the item. We may limit the number of NSF fees we charge for a business day. We will not charge NSF fees if your account is overdrawn due to a Funds Availability Policy hold and notice of that hold is not provided at the time of the deposit. Please refer to your Schedule of Fees for information about what fees apply and how fees are calculated for your account.

6. Set-off and Security Interest

The Bank may, at any time with notice sent to you on the same business day, including the reason, assert a lien on all of your accounts and apply and set-off all or any part of the funds in your account(s) against any indebtedness, matured or unmatured, which may then be owed to the Bank by you whether as a borrower or guarantor. Debts include any overdrafts or fees you owe to us. In the case of joint accounts, this right applies to indebtedness due to the Bank by either or any of the owners of the account. However, the Bank will not set-off against an Individual Retirement Account ("IRA") or Social Security or supplemental security income payments.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may set-off against any of your accounts to recover the payments if we are obligated to return funds to the payor.

D. NON-MARKET LINKED/FIXED RATE TIME DEPOSITS ONLY

A "non-market linked/fixed rate" time deposit or "TD" is a deposit with us for a specified period of time that is not linked to a specific market condition. This section covers both retirement and non-retirement TD products, unless otherwise indicated. By opening your TD, you agree to keep the amount deposited (principal) on deposit, have a Checking Account with the Bank and to all applicable terms in this Agreement. Here are a few things you should know about TDs:

1. Term

The term is the number of days, months, or years you agree to leave your money in the account and is stated on your TD Advice of Deposit. The term of your TD begins on the day the Bank receives value for your deposited funds (the value date) and ends on the maturity date stated on the TD Advice of Deposit.

2. Deposits

The Bank may refuse, limit or return any deposit. You may not make additional deposits into your TD. However, you may open additional TDs according to the rates and maturities available at that time.

3. Interest Rate

The interest rate is the annual rate of interest paid on your TD which does not reflect compounding and is the rate paid throughout the term. Interest is always stated as an annual rate even though the term of your TD may be more or less than a year. The interest rate offered by the Bank on a TD is determined by the Bank each day based on market conditions. The interest rate for your TD of a certain date is set forth on the signed Fixed-Rate Term Deposit Application and/or on your TD Advice of Deposit.

4. Annual Percentage Yield

The Annual Percentage Yield ("APY") is the actual interest rate your money will earn if it remains on deposit for a full year and all interest is left in such TD. The APY for your TD is set forth on the signed Fixed-Rate Term Deposit Application and/or on your TD Advice of Deposit. If your TD is for a term of less than one year, the APY shown assumes that all principal and accrued interest on your TD will be renewed for a full year at the same interest rate.

The APY disclosed on the face of your Fixed-Rate Term Deposit Application, TD Advice of Deposit or on the Notice of Maturity assumes interest will remain on deposit until maturity. Interest is earned to, but not including, the maturity date or date of early withdrawal. On maturities of more than one year, interest will be earned at least annually and the amount(s) paid or earned will be reported to the IRS each calendar year. A withdrawal will reduce earnings.

5. Interest Accrual

Accounts are opened only with available funds. Interest begins to accrue on the next business day after deposit.

6. Interest Computation Method

Unless otherwise stated on your Application, interest on a TD is computed by the Daily Balance method. This method applies a daily periodic rate to the principal in the account each day your funds are on deposit. Interest is earned to, but not including, the maturity date or date of early withdrawal.

7. Crediting of Interest Rate

Simple interest is computed on a 365-366 day basis. Interest rate is credited at maturity for TDs with a term period less than or equal to one (1) year. For TDs with a term period greater than one (1) year, interest rate is credited annually and at maturity.

8. Maturity Date and Grace Period

The maturity date is the last day of your TD's term. We provide you with a seven (7) calendar days grace period after the maturity date. You can withdraw your TD principal without paying an early withdrawal penalty, make additional deposits, or change

the rate or term of your TD only on the maturity date or during the grace period. If the last day of the grace period is on a non-business day, then the next business day becomes the last day of the grace period. If the maturity date falls on a Saturday, Sunday, or Federal holiday, the next business day becomes the maturity date.

9. Notice of Maturity (For Consumer Accounts Only)

(i.e., accounts held by a natural person primarily for personal, family, or household purposes) The

Bank will send you a Notice of Maturity prior to maturity for TDs with maturities greater than 30 days.

10. Renewal at Maturity/Interest After Maturity

Unless the Bank receives written instructions to the contrary from you prior to maturity, your fixed rate TD plus accrued interest will be automatically renewed at maturity for the same term as your maturing fixed rate TD, or if the same term is no longer offered by the Bank then for a term closest to your maturing fixed rate TD, at the then prevailing interest rate of the Bank for such fixed rate TDs. Your instructions to transfer funds at maturity via wire are subject to the "Fund Transfers" section of this Agreement. (Also see section "Other Legal Terms".)

11. Paying Interest

Interest will be paid to you at maturity in accordance with your signed Fixed-Rate Time Deposit Application, or in other written instructions you give to the Bank. Your instructions may indicate that interest will be paid to you by check, credited to another account at the Bank, or added to the principal of your TD at renewal.

12. Fund Transfers from Matured Time Deposit to Cover Deposit Account Minimum Balance Requirements and Other Fees (For International Customers Only)

Unless you instructed the Bank otherwise in writing, upon maturity of your TD, the Bank may transfer, at its discretion, funds from your matured TD to any of your Deposit Accounts with the Bank when the Deposit Account's balance falls below the average daily collected balance, and to cover any applicable fees. Please see "Schedule of Fees – International Customers" for minimum balance requirements and fee schedule.

13. Early Withdrawal Penalties

The funds in your TD must remain on deposit until the maturity date. There is a penalty for withdrawing principal prior to the maturity date. **ALTHOUGH THE BANK GENERALLY PERMITS WITHDRAWAL OF PART OR ALL OF THE FUNDS IN A TD BEFORE MATURITY, THE BANK RESERVES THE RIGHT TO REFUSE EARLY WITHDRAWALS. FURTHERMORE, IF YOU MAKE A WITHDRAWAL OF ANY OF THE DEPOSITED FUNDS FROM YOUR TD BEFORE THE MATURITY DATE, THE BANK WILL IMPOSE A PENALTY AND YOU WILL FORFEIT SOME OR ALL OF THE INTEREST YOU HAVE EARNED ON THE AMOUNT WITHDRAWN. IF THE AMOUNT OF THE PENALTY IS GREATER THAN THE AMOUNT OF INTEREST EARNED, OR IF YOU HAVE WITHDRAWN INTEREST, ANY AMOUNT NECESSARY TO SATISFY THE PENALTY AMOUNT WILL BE DEDUCTED FROM THE PRINCIPAL AMOUNT OF THE TD.**

The amount of the Early Withdrawal Penalty will be as follows:

- For all terms of maturity, we will impose a penalty of seven (7) days simple interest on the total deposit if the withdrawal is made within the first six (6) days after the deposit.
- TDs with a term of three (3) months or less – You will forfeit an amount equal to one (1) month of simple interest on amount withdrawn, subject to a minimum of \$250.
- TDs with a term of greater than three (3) months up to and including twelve (12) months – You will forfeit an amount equal to three (3) months of simple interest on amount withdrawn, subject to a minimum of \$250.
- TDs with a term of greater than twelve (12) months – You will forfeit an amount equal to six (6) months of simple interest on amount withdrawn, subject to a minimum of \$250.

If the amount of accrued and unpaid interest on the deposit is less than the penalty, the difference will be deducted from principal.

14. Waiving Early Withdrawal Penalties

We will waive early withdrawal penalties in these circumstances:

- Death of a TD owner or a grantor of a revocable family/living trust;
- Disability of a retirement (i.e., IRA or Keogh) TD owner;
- Court determination that a TD owner is incompetent;
- Re-titling of a TD (excluding a retirement TD) to transfer ownership of funds into a living trust without moving funds from the Bank and where no change in term or rate occurs; and
- For retirement TDs, if the owner is 59-1/2 years old or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution.

15. Final Payment on Deposits of Checks, Drafts, and Other Instruments

Any instrument not finally paid (returned unpaid) will be deducted from your TD, and your TD may be canceled.

E. STATEMENTS AND NOTICE OF ERRORS

1. Statements

We will send an account statement for checking and money market savings accounts to the current address listed in our records. You will receive a statement approximately every thirty (30) days showing the deposits made and withdrawals from your account during the period. Any service fees you have incurred will appear on your statement. Statements will be sent via ordinary U.S. mail, unless you and we agree otherwise. We may charge you a statement reproduction fee for each statement copy you request.

We will send only one statement for any account, even if it has more than one owner. You agree that sending the account statement to one owner qualifies as sending it to all owners, even if all owners do not have access to the mailing address of record for the account.

If your statement is returned as undeliverable, we may discontinue mailing statements, but statements will be considered available to you on the day they are generated.

A "statement period" means the period covered by your account statement. If you receive a statement monthly, the monthly statement period may or may not be a calendar month. The number of days covered by your account statement will be on your statement.

2. Notice of Errors, Forgeries and Unauthorized Signatures

You are responsible for examining your statement and checks, and reporting any irregularities to us, in writing, within 60 days from the statement postmark date or otherwise when we make a statement available. You must provide us with all information we need to investigate the alleged error or item. There may be instances in which the bank may request that you file a police report or provide supporting documentation such as an affidavit and/or testimony; this however will not hold up the investigation which will start immediately upon your notifying the Bank.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors. AS SUCH, YOUR FAILURE TO NOTIFY YOUR BRANCH OF THE BANK OF ANY IRREGULARITIES IN YOUR ACCOUNT MAY BE A DEFENSE AGAINST YOU TO ANY CLAIM YOU MAY HAVE AGAINST THE BANK WITH RESPECT TO YOUR ACCOUNT. However, the "Electronic Fund Transfers" section of this Agreement applies to the reporting of errors on personal electronic fund transfers ("EFT") subject to Consumer Financial Protection Bureau Regulation E. You also have certain rights under federal law for substitute checks; please see the "Substitute Checks and Your Rights" section of this Agreement for more information.

3. Receiving Checks

Checks you have written or authorized are delivered to you in "image statement." Image statement means we only include images of the front and back of your paid checks with your statement. We will not return to you your paid checks and may destroy original checks after a reasonable period of time as we determine. We may charge you a check copy fee for each copy of a paid check you request, unless the law states otherwise.

We cannot provide you with a copy of the images of checks that are sent to us as electronic transfers. The image will appear with other checks in your image statement.

F. HOLD MAIL (For International Customers Only)

If you request, and we agree to hold on your behalf, mail relating to your account(s) (including all statements, supporting vouchers, unpaid returned items, advices, correspondence and documents) until such time as we receive satisfactory written instructions from you to forward them to an indicated address, or until they are retrieved in person by you or your duly authorized agent at the Bank, you agree that all such account records held by us pursuant to your instructions will be deemed to have been timely made available to you, without any liability or responsibility on our part. You understand and agree that all time periods provided by law in which you may assert any claim or commence any action against us in respect to any matter relating to any account(s) for which you requested us to hold your mail, including but not limited to discrepancies, forgeries or alterations, which would be revealed by, or readily become apparent from, an examination of the account(s) records, will be counted from the time your account records are made available to you, as defined in this paragraph.

You also understand and agree that: (1) this service is requested by you; (2) we may charge you an annual fee for such service; (3) we may destroy any mail left unclaimed after three years; and (4) you will indemnify and keep harmless the Bank from any and all claims, damages, costs and expenses (including attorneys' fees).

G. FORMS OF ACCOUNT OWNERSHIP

1. Personal Accounts

NOTE: THE TYPE OF ACCOUNT OWNERSHIP MAY CHANGE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a personal account, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

a. Solely owned account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

b. Joint accounts

When two (2) or more people are listed owners of a personal account, the account is a "joint account," and each owner is a "joint owner."

EACH OWNER OF THE ACCOUNT IS JOINTLY AND SEVERALLY LIABLE TO THE BANK FOR ALL FEES AND CHARGES ASSESSED AGAINST THE ACCOUNT; ALL AMOUNTS OWED TO THE BANK ON THE ACCOUNT, SUCH AS FOR OVERDRAFTS; AND ALL COSTS, LOSSES OR LIABILITIES RELATED TO THIS AGREEMENT OR THE ACCOUNT.

If we are notified of a dispute between joint owners, or if one joint owner requests that we not pay items authorized by a different joint owner, we may restrict the account and refuse to pay all items (including items authorized by the owner making the request), but we are not required to do so. THE BANK MAY RELY UPON INSTRUCTIONS REGARDING THE ACCOUNT FROM ONE OWNER WITHOUT INCURRING ANY LIABILITY TO THE OTHER OWNER(S). If we restrict the account, we may not release the restriction unless all joint owners agree in writing to remove it. No request to restrict the account will affect items that we paid before the request. If we decide not to restrict the account, all joint owners remain responsible for items subtracted from the account. In the event that a dispute cannot be resolved in a reasonable amount of time, as determined in our sole discretion, we reserve the right to commence an interpleader action in the United States District Court with jurisdiction over the account.

Any joint owner may close the account. We may choose whether or not to act upon other instructions of any joint owners, including adding an additional owner to the account, without the signature of the other joint owners. We may also pay all or any part of the funds in the account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

i. Joint account with rights of survivorship

If a joint account has rights of survivorship, and one joint owner dies, the Bank may treat the account as the sole property of the survivor after the death of any owner of the account. The Bank may also require the survivor to provide legal documents before releasing the balance on deposit. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners.

ii. When survivorship rights apply

All of our joint accounts have a right of survivorship. If a joint account also contains a POD or ITF designation (as described below), the right of survivorship of the joint owner applies first, and the account only becomes payable to the Beneficiary upon the death of the last surviving owner.

c. "Payable on death" account and "In trust for" account

If you establish your account "payable on death" to one or more beneficiaries, the account is a "POD" account. If you establish your account as "in trust for" ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as a "Totten Trust," "informal trust," or "ITF" account.

If there are multiple trustees, until the death of all trustees, the account will be treated as a joint account of the trustees with rights of survivorship as described above. Upon the death of the last remaining trustee, any balance in the account not subject to lien and set-off will be paid to the named Beneficiary or, if there are multiple beneficiaries, distributed evenly to the named beneficiaries. The Bank may require certain legal documents before releasing the funds on deposit.

If a Beneficiary predeceases the last remaining trustee, the account will be distributed evenly to the surviving beneficiaries, or if there are no surviving beneficiaries, the account will become an individual account of the trustee.

The Bank will not accept responsibility to act as a trustee or successor trustee under any circumstances and will have no duty to monitor the account or the status of the trustee(s) or Beneficiary(ies).

d. Powers of Attorney

We will recognize the authority of someone to whom you have given a valid power of attorney with regard to your account, provided the power of attorney is on file at the Bank, in effect, and on a form acceptable to the Bank. We may refuse to honor any power of attorney presented to us, or refuse to recognize a successor agent, even if the successor agent is named in a power of attorney that we have previously honored, unless state law requires otherwise. In addition, we may refuse to follow an agent's instruction to make the agent a joint owner or a POD or ITF Beneficiary of an account, but we have no liability to anyone if we do so. We may rely on a power of attorney until we receive written notice that it has been revoked either from you or as a matter of law

(e.g., your death).

e. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act Account

If you are the custodian of an account under a state's Uniform Transfers/Gifts to Minors Act, you cannot pledge it as collateral for a personal loan to you, or cash checks against it.

The Bank will be entitled to rely upon instructions from the custodian named on the account and will only pay the funds in the account to the custodian upon request. The minor will have no authority to withdraw funds from the account notwithstanding his or her having attained the age of majority under either New York law or the minor's state of residence.

Upon the withdrawal of all funds in the account by the custodian, the Bank will have no further responsibility to either the custodian or the minor, and the account will be closed.

Upon the death or evidence satisfactory to the Bank of the incapacity of the custodian named in the Application, the Bank may rely upon the instructions of a successor custodian specified in the Application.

The Bank will have no duty to monitor the account or the status or age of the custodian or minor.

f. Other Fiduciary Accounts

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to request any documents we reasonably require to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian, or conservator, or to the beneficial owners of the account.

2. Business and Other Non-Personal Accounts

If your account is a business account, you agree to use it for business purposes. If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member, or partner. A "business organization" means a corporation, unincorporated association, limited liability company, partnership (including a limited partnership, limited liability partnership, or joint venture), or any other business or non-profit organization, including irrevocable trusts. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the account. If the resolutions, signature cards, or other documents you deliver state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a "signer."

If the account owner is a "sole proprietorship," that means that a single person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents.

If you change your form of ownership, authorized signers or organizational structure (that could also affect your tax liabilities and, thus, IRS Form W-8BEN-E accuracy) you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsement "for deposit" may be written or stamped. An eligible signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. An eligible signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any Agreements or documents relating to accounts or other business. We may, although we are not required to, cash checks payable to – or accept "less cash" deposits from – a business organization.

H. INTEREST ON CHECKING AND MONEY MARKET SAVINGS ACCOUNTS

When you open a checking or money market savings account that pays interest, we will provide you with the current interest rate and APY for your account.

Your account has a variable interest rate. That means we may change the interest rate and APY as often as we choose, without limits and without notice.

1. Earning/Paying Interest

Interest begins to accrue one or two business days after the Bank receives and credits the deposit to your account. Cash and certain other items will begin to earn interest on the business day of your deposit. Your account earns interest daily provided you maintain in your account the minimum collected balance applicable to your account. Interest is paid by crediting your account at the end of each statement cycle (approximately a 30-day period). If you close your account before the end of a statement cycle, you do not forfeit any unpaid interest.

If the balance on deposit in your account falls below the applicable minimum collected balance on any day during a statement cycle (approximately a 30-day period), your account will not earn interest for that day.

2. Interest Computation Method/Compounding Period

The interest on your account is calculated using the daily collected balance method. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for non-cash items). This method applies a daily periodic rate to the principal in the account each day.

Interest is credited and compounded monthly. Interest on your account is compounded at the end of each statement cycle and is computed on a 365-day basis. We pay interest only in whole cents earned. The compounding period is defined as the period at the end of which your interest begins to earn interest. Compounded interest is computed on your collected account balance plus interest you have already earned. Thus, if you leave interest in your account, you earn interest on the interest.

3. Interest Rate

The interest rate is the annual rate of interest paid on your account which does not reflect compounding. At the Bank's discretion, we may change the interest rate on your account at any time. The exact interest rate you receive depends on the amount you keep on deposit. The interest rate on your account may increase or decrease as the balance on deposit comes within each of the tiers applicable to your account. The interest rate on your account is set forth in the separate disclosure you received at account opening, and applied only from the date you open the account until the next interest rate change.

4. Annual Percentage Yield

The APY is the actual interest rate your money will earn if it remains on deposit for a full year and all interest is left in the account. Because your interest earns interest, the APY will be greater than the annual interest rate. Of course, if you withdraw some funds from your account, the APY will be reduced. If the annual interest rate changes, the yield will also change. The APY on your account is set forth in the separate disclosure you received at account opening, and applied only from the date you open the account until the next interest rate change.

5. Fees and Expenses

Your account may be subject to a minimum balance fee if you do not meet the average collected balance requirements set forth in the Bank's Schedule of Fees. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. Your account may also be subject to other special handling fees (such as for production of documents, responding to subpoenas or giving testimony regarding your account) or service fees. When you opened your account, we provided you a Schedule of Fees applicable to your account, and we may change the fees from time to time. We may charge these fees to your account at any time even if the charge overdraws your account.

You will reimburse us on demand for all expenses we incurred (including reasonable attorneys' fees) in connection with compliance with your requests or enforcement of any obligations relating to your account. If this account is a joint account, all joint owners will be responsible for the payment of all such fees and expenses.

I. CHANGE OF ADDRESS

You must notify your Account Officer promptly and in writing of any change in your address as well as any change in the country (or countries) in which you are a resident for tax purposes. Mail will be sent to you at the most recent address we have recorded for your account. If you change your address and do not notify us, we may impose a service charge for holding mail for you which has been returned to us by postal authorities.

J. INSTRUCTION(S) TO OPEN DEPOSIT ACCOUNTS BY MAIL, TELEPHONE, FACSIMILE, E-MAIL OR OTHER MEANS OF COMMUNICATION

By signing a signature card, you agree that the Bank may act upon your instruction(s), via mail, telephone, facsimile, e-mail or other means of communication, to open a new deposit account on your behalf ("Instruction(s)"). If you call, the Bank may also require you to put such Instruction(s) in writing and deliver it to the Bank within 14 days after your call.

You agree that the risk and possible losses from such Instructions are yours. You agree that the Bank will not be liable for any losses arising from such Instructions, except in case of gross negligence or willful misconduct by the Bank, and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank opens a new deposit account after receiving such Instructions and such Instructions were not authorized by you (please also see our "Rules Applicable to Your Account" section of this Agreement), or were misunderstood.

In this regard, the Bank may, but will not be required to, seek verification of such Instructions by call back to you or other procedure. The Bank may in its sole discretion refuse to execute such Instruction(s) without incurring any liability to you and will have no obligation to open a new deposit account in the absence of written Instructions from you.

K. CLOSING YOUR ACCOUNT

Either you or we may close your account at any time for any reason or no reason. We may automatically close your account if the account balance is \$0 or negative. A closed account may be automatically reopened if we receive a deposit to the account. We may also close your money market savings account and open an interest-bearing checking account (or regular checking account if an account is maintained by a corporation, partnership or other business entity operated for profit) if, in our opinion, you exceed the transaction limit on your account on more than an occasional basis.

We may send you written notice that we have closed or will close your account and return the account balance less any fees, claims, set-offs, or other amounts if the balance is greater than \$1. After your account is closed, we have no obligation to accept

deposits or pay any outstanding checks. We will have no liability for refusing to honor any check drawn on a closed account, and will return the item unpaid. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse, such as check kiting or overdrafts.

L. OTHER LEGAL TERMS

1. Telephone and Electronic Communication

You agree that the Bank may record and/or monitor any telephone calls and other electronic communications between you and the Bank and acknowledge that the Bank need not remind you of its recording of such calls and communications except as may be required by law. If we do record, we do not have to keep the recordings, unless the law says we must. If you give us your mobile phone number as a contact number for your accounts, you agree that we may call that number, including autodialed or prerecorded calls. Communications may be sent electronically, such as e-mail, rather than via U.S. mail or other means, unless the law says otherwise.

2. Indemnity

If you ask us to follow instructions that we believe will expose us to any potential liability, we may refuse to follow your instructions or may require you to obtain a bond or other protection. An example of the kind of protection asked for would be your promise to protect us (an indemnity) against any claims made by third parties arising against us because we followed your instructions.

3. Adverse Claims

We may (but are not required to) restrict or close your account if there are conflicting instructions or there is an account dispute. We may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

4. Restricting Your Account

We may restrict your account if it is involved in any legal or administrative proceeding or if we reasonably believe that doing so is necessary to avoid a loss or comply with any federal, state or other governing law or regulatory requirement.

5. No Waiver

If we fail to exercise any right, that failure will not waive that right or any other right, and we may still enforce all of our rights in the future.

6. Changes to the Agreement

We may change the terms of this Agreement, including any fees and features of your account, at any time, and in accordance with rules and regulations promulgated by the various local, state and federal agencies which supervise banks and banking. As required by these agencies, you will be advised of any change by a notice posted in our branch offices, on our website and/or by mail.

For automatically renewable TDs, we will tell you before the renewal date and changes will be effective on the renewal date. You agree that notice of these changes may be provided to any joint owner. By maintaining your account after the effective date of any change, you agree to the change. We are not required to send you notice of interest rate and APY changes for variable rate accounts or notice of changes in document printing fees.

7. Rules Applicable to Your Account

We will not be liable for anything we do in following instructions we reasonably believe to be from you. You agree that the risk and possible losses from such instructions are yours. You agree that the Bank will not be liable for any losses arising from such instructions and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank follows such instructions and such instructions were not authorized by you or were misunderstood. In this regard, the Bank may, but will not be required to, seek verification of such instructions by call back to you or other procedure.

In addition, the Bank may in its sole discretion refuse to execute your instructions without incurring any liability to you. We will not be liable for not following your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

This Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by current and future policies of the Bank, and rules and regulations of the Federal Deposit Insurance Corporation, New York State Department of Financial Services, federal government and, when not superseded by federal law, the law of the State of New York. Transactions in your account are also subject to applicable clearinghouse and general commercial bank practices.

You also understand that if you are a nonbank entity or person located outside the U.S., it is the policy of the Board of

Governors of the Federal Reserve System that deposits received by international banking facilities may be used only to support the non-U.S. operations of a depositor (or its foreign affiliates) located outside the United States. You acknowledge that the funds you deposit with the Bank's international banking facility will be used solely in support of your non-U.S. operations, or that of your foreign affiliates

8. Sub-accounts

For regulatory reporting and accounting purposes, all checking accounts consist of two (2) sub-accounts: i) a transaction sub-account where all deposits, withdrawals, and fees are posted; and ii) a savings sub-account into which available balances above a certain level are transferred daily. Funds will be transferred to your transaction sub-account to meet your transactional needs; however, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

9. Research, Legal Process and Requests for Information

If we receive any legal process relating to you or your account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy, or similar order; or a document that requires us to provide information regarding your account. We do not have to determine whether the legal process was validly issued or enforceable. As permitted by law, we will charge your account a Handling of Legal Process Fee or costs and expenses we incur in complying with the order, or both.

If any action, including administrative proceedings, garnishments, tax levies, restraining orders, or another action is brought against you or your account, you will be liable to us for any loss, cost, or expense (including attorneys' fees) resulting from our compliance with any legal process.

The Bank, pursuant to U.S. applicable law, may share information relating to your account with foreign authorities in order to comply with tax information exchange agreements or other obligations.

If we receive any subpoena, court order, or request for information or documents relating to your account that in our sole discretion we determine to be valid legal process, we are authorized to comply with it. If we are required to answer a subpoena or similar order requesting records of your account, we may charge you a Handling of Legal Process Fee, less any amount we are paid by the person issuing the subpoena before we deliver our response.

10. Permitted Time for Filing a Lawsuit

You must file any lawsuit against us within two (2) years after the cause of action arises, unless state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim, as described in the "Statements and Notice of Errors" section of this Agreement. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two (2) years, you agree to the shortest permitted time under that state's laws.

11. Governing Law, Consent to Jurisdiction and Jury Waiver

You hereby consent to the exclusive jurisdiction of any State or Federal court located within the County of New York, State of New York, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. You expressly submit and consent to the jurisdiction of the aforesaid courts, and waive any defense of personal jurisdiction or forum non conveniens.

Except to the extent preempted by Federal law, this Agreement and the rights and obligations of both you and the Bank will be governed by the laws of the State of New York without regard to principles of conflicts of laws.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT YOU MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

12. Pre-Judgment Interest Rate

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

13. Assignment/Transfer of Agreement and Successors

To transfer ownership of your account you must give us written notice which must be satisfactory to us. All holders of the account must sign the transfer or assignment. No assignment will be valid or binding on us, and we would not be considered to have "knowledge" of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have

any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our set-off rights.

This Agreement will be binding on your personal representatives, executors, administrators, and successors, and on our successors and assignees.

14. Illegal Activities, Including Unlawful Internet Gambling

You will not use your account (i.e., accept credit, funds, instruments or other proceeds from another person (a commercial customer or otherwise)) to conduct transactions relating to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity.

15. Inactive and Unclaimed Accounts

Each State has laws that govern when accounts are considered dormant or unclaimed and when we are required to send a customer's funds to the State, e.g.: three (3) years in New York, New Jersey and California; and five (5) years in Florida. For U.S. customers, the State of your residency as you provided it to us in our records, determines the unclaimed property period. For non-U.S. customers, New York State law determines the unclaimed property period.

We encourage you to make sure your accounts remain active by making deposits, withdrawals or sending a written communication to us notifying us that you know your account still exists so you receive regular statements, have the full use of your accounts, and avoid the potential of having your funds transferred to the state of your residency as per our records as unclaimed property. We will send you a letter in advance if your funds may be transferred to the state as unclaimed property.

If we pay the funds in your account to the State where your account is located, the State holds the funds, in trust, for the benefit of rightful claimants, and any claims must be made directly to the State. Your account may be charged for certain expenses incurred in attempting to notify you and remitting the funds to the State, as well as fees for administering your account after it has become dormant. We will send you a notice 30 days prior to imposing a dormant account fee. You hereby authorize us to debit such fees from your account.

16. Customer Identification Information at Account Opening (USA PATRIOT Act)

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account.

- When you open a personal account, we will ask for your name, residential address(es) (as determined by the country or countries in which you are required to pay taxes), date of birth, and Social Security number or taxpayer identification number, which will allow us to verify your identity. We may also ask to see your driver's license and other identifying documents, or ask other questions to verify your identity.
- When you open a business account, we will ask for your business name, taxpayer identification number, and business address so we can verify your business. We will also ask for your name, residential address, date of birth and Social Security number, so we can verify your identity. We may also ask for documents to verify the business's existence.

We may also obtain additional information to comply with "Know Your Customer" and "Customer Identification Program" requirements or to offer you additional products and services.

17. English Language – Other Language Preferences

The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures, and documents available in languages other than English. However, many important Bank documents, including this Agreement, and some products and services related to this account, are only provided in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version will apply to your accounts and is available upon request.

SUBSTITUTE CHECKS AND YOUR RIGHTS

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 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 as a consumer regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows consumer customers to request a refund for losses you suffer if a Substitute Check is posted to your account (e.g., 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 (e.g., returned for or paid against insufficient or uncollected funds 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) no 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 you make a claim for a refund?

If you are a consumer customer and you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your account, please contact your Account Officer. You must contact us within **40** 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 for a reasonable time 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 (e.g., 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 and/or the following information to help us identify the Substitute Check: **identifying information, for example the check number, the name of the person to whom you wrote the check, and the amount of the check.***

FUND TRANSFERS

By signing the Application for Transfer of Funds ("Transfer Application") and/or choosing the interbank transfer option of the Letter of Authorization to Pay Third Parties on Behalf of Bank Customers ("Letter of Authorization"), you also agree to the following provisions applicable to fund transfers (i.e., wire transfers and ACH transfers), including foreign/cross-border wire remittance transfers governed by Subpart B of Regulation E of the Consumer Financial Protection Bureau. They do not apply to electronic fund transfers governed by Subpart A of Regulation E of the Consumer Financial Protection Bureau, which are covered in the "Electronic Banking Services/Electronic Fund Transfers" section of this Agreement.

A. WIRE TRANSFERS

By providing a Payment Order request to us, you authorize us to initiate a wire transfer on your behalf. Notwithstanding any routing indicated in your instructions, we may select any Intermediary Bank, fund transfer system or means of transmittal to send your transfer instructions. When you send or receive a wire transfer, we, or any other financial institution involved, may use Fedwire or CHIPS, and to the extent that the wire transfer is affected through Fedwire, your rights and obligations will be governed by Regulation J of the Federal Reserve Board. The cutoff time for wire transfer requests is 3:00 p.m. New York time for branches and offices located in New York, Florida and New Jersey, and 2:45 p.m. for branches and offices located in California. We may treat a wire transfer request received after such cutoff time as if received the following business day.

B. ORIGINATING ACH TRANSFERS

If you request, and we agree to permit you to initiate electronic credit and/or debit entries by means of the Automated Clearing House Network, you understand and agree that you must execute and comply with our ACH Originating Depository Financial Institution ("ODFI") Originator Agreement.

C. RECEIVING ACH TRANSFER INSTRUCTIONS

From time to time, originators that you authorize may send us instructions to pay funds to or from your account via an ACH credit or debit. Each such ACH transaction is subject to the Operating Rules of the National Automated Clearing House Association (NACHA) and any local ACH operating rules then in effect. 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. Under the current ACH rules, transfers sent through an ACH system are provisional and may be revoked prior to final settlement. If an ACH credit to your account is revoked before final settlement, and we do not receive final settlement, we may charge your account for any amount credited. In such case, we may not provide you with a separate notice, but will indicate any such charges on your next periodic account statement.

Similarly, we will generally not send a separate notice of each completed ACH transaction. ACH transactions will, however, be listed on your periodic account statement. If you are expecting a money transfer and want to find out if it has been credited or debited to your account, you may call your Account Officer or check your account online if you have online banking.

D. GENERAL PROVISIONS

The following provisions apply generally to all fund transfers by wire or ACH. Your account may be charged a fee for sending or receiving a money transfer which may be deducted from your account or from the amount of the transfer. Please refer to Schedule of Fees.

1. Authority to Execute Payment Orders/Security Procedures

You, or your authorized representative designated in a resolution on file with the Bank, may instruct the Bank to pay, or to cause another bank to pay, a specified amount of money to a designated Beneficiary (the "Payment Order") and authorize the Bank to honor, execute and accept, and to charge any of your deposit accounts at the Bank as a source of payment without limitation as to amount. The term Payment Order includes a request for amendment or cancellation of a Payment Order. In executing a Payment Order, the Bank may use any fund transfer system as the Bank deems appropriate in its sole discretion.

The Bank has offered and recommended that you use the standard security procedure of requiring an original written Payment Order, to be completed and executed by you in the presence of your Account Officer, which you agree is a commercially reasonable security procedure. The Bank reserves the right to accept Payment Orders based on duly authorized instructions on other than a Transfer Application or Letter of Authorization and by other means in its sole discretion and upon Agreement to and execution of other adequate security procedures. If the Bank accepts a Payment Order in good faith and in compliance with these security procedures, such Payment Order will be deemed to be a Payment Order by you and you will be obligated to pay the Bank the amount of the Payment Order whether or not such Payment Order was sent or authorized by you. If signature comparison is used as a part of such agreed-to security procedures, the Bank will be deemed to have complied with that part of such procedures if, on the basis of such comparison, we believe the signatures compared are those of the same person.

2. Instructions to Bank/Processing Procedures

All information on the Transfer Application or Letter of Authorization, as applicable, must be complete, including designation of any Intermediary Bank. Completion of the Transfer Application or Letter of Authorization for a fund transfer will constitute a Payment Order instructing the Bank to execute or pay the order.

The Bank will execute a Payment Order by issuing its own order, in furtherance of and in conformity with the instructions in the Transfer Application or Letter of Authorization, to the Intermediary Bank, if applicable, or directly to the Beneficiary's Bank, or the Bank will pay the Beneficiary if the Bank is also the Beneficiary's Bank. The Bank will execute or pay a Payment Order in same day funds, except if the Bank is also the Beneficiary's Bank, in which case the Bank will pay in next day funds if so requested. Except where a later date is specified in the Special Instructions field on the Transfer Application, the Bank will execute or pay the Payment Order on the Date of Application or as specified in the Letter of Authorization if received prior to 3:00 p.m. on a business day, or may be paid on the next business day if received after 3:00 p.m. If a later date is specified, the Bank may execute or pay your order on that date. Unless otherwise arranged, the Bank will debit your account for the amount of the Payment Order and for the Bank's charges, of which you have been informed. The Bank reserves the right to refuse or delay execution or payment of any Payment Order in the event (i) there are not sufficient funds available for withdrawal in your account to be debited; (ii) the Bank otherwise has not been paid for the transfer; (iii) in the event a Payment Order is unclear or incomplete; or (iv) for other reasons satisfactory to the Bank.

3. Transfer Requests by Telephone, Facsimile, E-mail or Other Means of Communication

The Bank may permit you to request a transfer of funds from your Deposit Account(s) at the Bank by telephone, facsimile, e-mail or other means of communication ("General Instructions"). You agree that the risk and possible losses from General Instructions are yours. You agree that the Bank will not be liable for any losses arising from General Instructions and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank effects a transfer after receiving General Instructions and such instructions were not authorized by you, or were misunderstood.

In this regard, the Bank may, but will not be required to, seek verification of such General Instructions by call back to you or other procedure. The Bank may in its sole discretion refuse to execute General Instructions without incurring any liability to you and will have no obligation to transfer funds in the absence of written instructions from you.

If your account is a money market savings account, transfers requested by General Instructions will generally count toward the number of transfers that you are allowed per statement period.

4. Payment in Foreign Currency

In the event the fund transfer is to be made in a currency other than U.S. Dollars, the Bank will purchase the foreign currency, and the Bank will be paid the U.S. Dollars equivalent of the amount of the foreign currency transferred, at the exchange rate you were advised by the Bank. You understand, further, that if the Beneficiary's Bank is instructed to pay in a currency other than its local currency, payment will normally be made by the Beneficiary's Bank at its rate of exchange on the date of its payment. You will comply with all local currency restrictions and any other local law governing the transaction.

For U.S. Dollars which are to be transferred and converted abroad it is hereby understood and agreed that the foreign correspondent of the Bank, its agent, or any sub-agent of the foreign correspondent may, at its option at any time, convert the U.S. Dollars into currency of the country where payment is to be made at said correspondent's agent's or sub-agent's buying rate of exchange for U.S. Dollar checks in New York at the time of such conversion. If for any reason payment is not effectuated, and the U.S. Dollars will not have been converted into foreign currency, the Bank will not be liable for any sum in excess of the current market value in New York of such foreign currency at the time of the refund.

The Bank may convert U.S. Dollars you delivered to us for transfer into the currency of the country to which remittance is to be made at the Bank's selling rate on the date such funds are received and the confirmation of the Bank will be conclusive evidence that such conversion has been affected. If for any reason payment is not effectuated, the Bank will not be liable for any sum in excess of the current market value in New York of said foreign money at the time the refund of same is made.

Furthermore, in respect to either of the above transfers, if payment is not effectuated, the Bank will not be required to make any refund whatsoever until it has received advice from its correspondent that payment is canceled and said bank is in possession of the relevant funds.

Foreign checks will be forwarded immediately for presentation to the drawee, and the drawer will be released from any and all liability should the check be dishonored after delay in presentation. The Bank is not liable for the acts of any of its correspondents or sub-agents.

5. Reliance on Identifying Numbers

You agree that the Bank may rely on the identifying number (e.g., FEDWIRE number or account number) of any person or entity as instructed in the Transfer Application or Letter of Authorization, be it the Intermediary Bank, Beneficiary's Bank or Beneficiary, even if it identifies a person or entity different from that identified by name. You will be responsible for any inconsistency between the name and identifying number of any such person or entity as set forth in the Transfer Application or Letter of Authorization and will be liable for any loss, liability, expense or damage, including attorney's fees and litigation expenses the Bank may incur as a result

of, or in any way connected with, such inconsistency.

6. Payment Orders Failing to Identify Beneficiary's Banks or Intermediary Banks

- a. If no Beneficiary's Bank or Intermediary Bank is identified: If a Payment Order does not designate the Beneficiary's bank intended to receive such Payment Order, the Bank will not attempt to identify the bank where the Beneficiary maintains an account and will seek further instructions from you prior to acting on the Payment Order. Where appropriate, the Bank will select an Intermediary Bank and you agree that the Bank will have no liability with respect to such selection.
- b. Use of Correspondents, Agents, and Systems: You agree that in executing any Payment Order, the Bank may make use of correspondents, agents, sub-agents, and fund transfer and communications systems. To the full extent permitted by law: (i) such correspondents, agents, sub-agents, and systems will be deemed to be your agents and the Bank will not be under any liability for any errors, negligence, suspension or default of any of them or for any failure to identify the Beneficiary or any mispayment by any of them; and (ii) the Bank will not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Payment Order or for any suspension of any means of communication or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by you.

7. Limited Obligation to Execute; Insufficient Funds

The Bank is not obligated to honor, execute or accept any Payment Order. If the Bank is otherwise entitled to reject a Payment Order on the basis of the account not containing sufficient funds, the Bank may, but is not obligated to: (a) create an overdraft in the account; or (b) transfer funds from another account to the extent of the deficiency.

8. Rejection and Return of Payment Orders

If the Bank, in its sole discretion, determines not to honor, execute or accept a Payment Order received from you in accordance with this Agreement, we will endeavor to notify you of such determination by telephone or facsimile, but will have no liability by reason of delay in providing, or failure to provide, such notice. You agree that the foregoing constitutes a commercially reasonable means of notice. You understand that the Bank will have no obligation to notify you of the rejection of Payment Orders communicated to the Bank by a means or in a manner that does not comply with this Agreement. The Bank will use reasonable efforts to notify you if any Payment Order is returned to the Bank after its execution but will have no liability by reason of its delay in providing, or failure to provide, such notice.

9. Bank Liability; Customer Indemnity

It is understood and agreed that the Bank does not guarantee payment to the Beneficiary. The Bank will be responsible only for performing the services expressly provided for in this Agreement, will be liable only for its negligence or failure to act in good faith in performing those services, and will not be liable to any third party or for any act or omission by you or any third party. In no event will the Bank be liable for special, punitive, indirect or consequential damages, nor will any action or inaction on the part of the Bank constitute a waiver by it of any cause of action or defense to recovery under any applicable law. The maximum period for which the Bank will be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous or other Payment Order is thirty (30) days. You will use reasonable efforts to assist the Bank in recovering the amount of any overpayment for which it is liable. THESE OBLIGATIONS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Information Requests

Upon request, you will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders and fund transfers, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

11. Disclaimer of Liability

The Bank will have no responsibility for losses or failure or delays in acting caused by fire or other catastrophe; mechanical, computer or electrical failures; an act of God or other circumstances beyond its control. Circumstances beyond the Bank's control include, without limitation, declared or undeclared war, asset freezes, exchange controls, censorship, nationalization, confiscation, expropriation, blockage, revolution, or any law, decree, moratorium, regulation, compulsion or control of public authority or of domestic or foreign government, de jure or de facto. In addition, the Bank will have no responsibility for losses or for failure or delays in acting if such action would have resulted in the Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental authority or applicable clearing house. The obligation, if any, of the Bank with respect to any fund transfers or Payment Order, or the return of funds to you will be suspended while any of the above-described situations exist.

To the maximum extent permitted by law, the Bank will not be liable for events or circumstances beyond the Bank's reasonable control or for indirect, special or consequential damages, even if the Bank is advised as to the possibility of such damages.

12. Error Resolution and Cancellation Rights (For Consumer Initiated Foreign/Cross-Border Remittance Transfers Only)

a. What to Do If You Think There Has Been an Error or Problem:

If you think there has been an error or problem with your remittance transfer:

- Call your Account Officer at once, or call: 1-212-551-8500; or
- Write to us at:

Israel Discount Bank of New York
1114 Avenue of the Americas
New York, NY 10036
Attn: [Your Account Officer]

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within ninety (90) days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

b. What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact your Account Officer within thirty (30) minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

13. Governing Law

These provisions will be governed by and interpreted in accordance with the laws of the State of New York including without limitation Article 4A of the Uniform Commercial Code, and, as applicable, operating circulars of any Federal Reserve bank, federal laws and regulations, as amended, and funds-transfer system rules. You also agree to be bound by the rules of all fund transfer systems and communications systems in which we participate (i.e., Fedwire, CHIPS and S.W.I.F.T.) and general commercial bank practices applicable to fund transfers and related activities.

14. Judicial Proceedings. Waiver of Jury Trial. Counterclaim

You agree to submit to the jurisdiction of the state and federal courts located in the State of New York, without giving effect to provisions relating to the choice of law. You also agree to waive personal service of process and consent to service of process by certified or registered mail, return receipt requested, directed to you at your address set forth in the Bank's records. In any legal action between you and the bank arising out of or relating to this agreement or your account, any payment order or transfer, you waive trial by jury and the right to assert any counterclaims. You also waive any objection based on forum non conveniens, improper venue or personal jurisdiction, for any proceeding brought in any federal or state court located in the state of New York.

15. Amendments and Cancellations

The Bank is not obligated to amend or cancel a Payment Order, but if in its sole discretion it determines to do so, it may condition its action upon: (a) compliance with applicable security procedures; and (b) receipt of an indemnity and bond or security

acceptable to the Bank. Any amendment or cancellation of a Payment Order by the Bank will relieve the Bank of any obligation to act on the original Payment Order amended or canceled.

16. Statements of Account Activity and Notification of Errors

The Bank will provide you with periodic statements describing each Payment Order paid or executed on your behalf. Such statements will be delivered on a monthly basis. Within a reasonable time not exceeding 14 business days of receipt of such statement you must notify the Bank of any discrepancies, unauthorized transactions or other errors. If such notification is communicated orally by you, it must be confirmed promptly in writing. You will be deemed to receive any information that is mailed by the Bank five (5) business days after such information is mailed. If you have requested the Bank to hold your mail at the Bank, you will be deemed to receive such information at the time it is delivered to the hold mail area by the Bank. The Bank will have no liability to you for any loss of interest or otherwise on any Payment Order described in a statement if you fail to notify the Bank of a discrepancy, unauthorized transaction or other error with respect to such Payment Order within the time limits described above. You will be precluded from asserting that the Bank is not entitled to payment on any Payment Order if you fail to notify the Bank of any objection to such payment within 90 days after you received a statement from the Bank describing such Payment Order.

17. Provisions Relating to Your Account(s) and Payment

You acknowledge that your account(s) at the Bank is maintained subject to the following conditions, in addition to such other terms and conditions as the Bank may establish from time to time, and agree as follows:

- a. You will pay the Bank the amount of each Payment Order executed or paid by the Bank pursuant to the Transfer Application and/or Letter of Authorization on the date of such execution or payment, as applicable, and at such time on such date, as the Bank in its discretion will determine. The Bank may, without prior notice or demand, obtain payment of any such amount by charging your account(s). You agree to pay the Bank on demand for any overdrafts in any of your account(s) arising by Fund Transfer(s) together with any interest that may apply.
- b. The Bank may credit your account(s) in any amount to which you may be entitled by reason of the return of a Payment Order executed by the Bank or the amendment or cancellation of a Payment Order.
- c. Notwithstanding that the Bank may, from time to time, at its sole discretion, and whether or not on a repetitive basis, make funds available to you in anticipation of final payment of Payment Orders for which you are the Beneficiary, you agree that all such funds made available prior to receipt of final payment: (i) constitute loans or advances by the Bank and not acceptance of a Payment Order; (ii) will be payable promptly upon demand of the Bank; and (iii) will bear interest at the rate customarily charged by the Bank on overdrawn accounts if applicable.

ELECTRONIC BANKING SERVICES/ELECTRIC FUND TRANSFERS

If the Bank gives you an ATM Card, Debit Card or other device or code to access your account, you agree to use such card, device or code access method only in the manner and for the purposes described below and in any specific disclosure applicable to such access method provided to you by the Bank. If you attempt to use the access method in any other manner or for any other purpose, the Bank may reject the transaction; or, at its discretion, the Bank may complete the transaction without incurring any obligation to honor the same type of transaction on future occasions. The Bank may decide not to issue a specific access method to any client, and the Bank may also terminate a specific access method without cause or notice.

A. ACCESS CARDS – ATM AND DEBIT CARDS

If the Bank issues you an ATM Card or Debit Card (“Access Card”), the Access Card, along with your Personal Identification Number (“PIN”), will enable you to access your account at Automated Teller Machines (ATMs). In this regard, an Access Card may be issued to each account owner and multiple accounts may be linked to the Access Card. You may use your Access Card at an ATM to withdraw cash, make balance inquiries regarding your account, and in cases where your account includes multiple accounts, transfer funds among such accounts. Your ability to perform these transactions or to access your account will depend on the location and type of ATM you are using and the network through which the transaction is processed. When you use an ATM not owned by the Bank, you may be charged a fee by the ATM operator or any network that owns the ATM. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

You are responsible for maintaining the confidentiality of your PIN and preventing unauthorized use. Subject to the Electronic Banking disclosures below, you agree to notify the Bank immediately if you believe your PIN or any other security measures have been compromised.

If your Access Card is also a Debit Card, then the Access Card along with your PIN, enables you to pay for purchases using a point-of-sale debit. (Note: In some cases, a point-of-sale transaction requires a signature instead of a PIN.) If you use your Access Card to effect a transaction in a currency other than U.S. dollars, the transaction will be converted into U.S. dollars in accordance with the rates in effect at the time the transaction is processed. You may incur foreign transaction fees.

You are solely responsible for complying with applicable local and foreign laws and regulations when you use your Access Card outside of the United States.

1. Documentation of Transfers

You can get a transaction record at the time you make any transfer to or from your account using an ATM. However, this transaction record is not final since each transaction is subject to verification by the Bank. If the transaction record and the Bank’s records conflict, the Bank’s records will control.

2. Transfer Types and Limitations/Services

You may use your Access Card and PIN to perform the following types of transactions in the IDB Bank Checking Account(s) (“Designated Account(s)”) tied to your Card:

- a. Transaction Authorizations: Any purchase or cash withdrawal may be subject to authorization by the Bank.
- b. Overdrafts: You agree not to use your ATM Card or Debit Card for a transaction that would cause your balance to go below zero, or to access an account that is no longer available or that lacks sufficient funds to complete the transaction. The Bank will not be required to complete any such transaction, but if it does so, in our sole discretion, you agree to pay the Bank upon its request the amount of the improper withdrawal or transfer fees and overdraft fees as set forth on the Schedule of Fees.
- c. Cash Withdrawal Limits: Individuals may withdraw available cash up to \$1,000 per day from your Personal Account via ATMs. Businesses may withdraw available cash up to \$4,000 per day from your Business Account via ATMs.
- d. Transfer funds between your Designated Account(s) whenever you request.

3. Non-IDB Bank ATMs

Use of your Card may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all the above transactions, such as reduced daily cash withdrawal limits. Transactions at non-IDB Bank ATMs may be subject to a surcharge assessed by the terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts based on the policies of the ATM-owning institution.

B. FEES PER TRANSACTION CHARGE

We will not charge customers with IDB Bank accounts for any withdrawal you make using IDB Bank ATMs. Other fees might

be charged at non-proprietary ATMs by the providing bank in the amount posted at the respective ATM. If your linked account does not have sufficient funds to cover your withdrawal transaction, the transaction will not be authorized.

C. ONLINE BANKING SERVICES

You may use a computer to access your account and perform certain banking transactions using the Internet, including bill payments. When you subscribe to these services, the Bank will provide you with the governing Agreement and disclosures. You will be solely responsible for complying with all applicable local and foreign laws and regulations when you access your account through the Internet from outside of the United States.

D. SPECIAL PROVISIONS REGARDING ALL ELECTRONIC REQUESTS FOR WITHDRAWALS FROM YOUR ACCOUNT

You authorize the Bank to withdraw the necessary funds from your designated account on the date you schedule a transfer request. You agree that you will instruct the Bank to make a withdrawal only when sufficient available funds are or will be available in your account at the time of the withdrawal. If you do not have sufficient funds, the Bank may refuse to complete the transaction. Whether the Bank completes the transaction or not, the Bank reserves the right to impose a fee for insufficient funds, and the Bank will make no further attempt to process the transfer request. The Bank is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process the transaction.

E. E-MAIL SECURITY

The use of encrypted and unencrypted e-mail carries a risk of possible interception and revelation to unintended parties. You should not use encrypted or unencrypted e-mail to send confidential information, such as social security numbers or account numbers.

F. SPECIAL PROVISIONS REGARDING ELECTRONIC FUND TRANSFERS

The following provisions apply only to accounts established primarily for personal, family or household purposes. If you are a business or other entity that is not a natural person, this section does not apply to your account. You are solely responsible for the security of your PIN and all uses of your ATM Card and/or Debit Card ("Access Card"). Any transaction made with your Access Card is conclusively presumed to have been authorized by you. Also, while the Bank will attempt to resolve any suspected errors with respect to your automated banking transactions as soon as possible, we are not bound by the resolution time limits specified below.

1. Electronic Banking Disclosure

This disclosure statement covers your rights and responsibilities with regard to "electronic fund transfers" as defined by Regulation E of the Consumer Financial Protection Bureau. "Electronic fund transfers" include Automated Teller Machine (ATM) withdrawals and transfers, Debit Card transactions, direct deposits of Social Security payments, electronic fund transfers resulting from you providing merchants with information obtained from checks or preauthorized debits to your account to pay recurring charges.

The term "electronic fund transfers" does not include, and therefore, this disclosure statement does not cover:

- a. Debits which the Bank is authorized to make from your account for service charges and other fees,
- b. Preauthorized transfers that you have instructed the Bank to make to another of your accounts (or a family member's) at the Bank,
- c. Loan payments to the Bank, or Wire Transfers and ACH Transfers, which are covered in the "Fund Transfers" section of this Agreement.

2. Contact in Event of Unauthorized Transfer

If you believe your Access Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call your Account Officer at once, or call: 1-888-305-4428 or write to:

Israel Discount Bank of New York
1114 Avenue of the Americas
New York, NY 10036
Attn: [Your Account Officer]

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.

3. Cardholder Liability

You must notify us AT ONCE if you believe your Access Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you believe your Access Card or PIN has been lost or stolen or otherwise used without your permission, you could lose all the money in your account. If you tell us that a card is lost or stolen within the time frame set forth below, your liability for unauthorized transactions will be limited as set out. If you tell us within two (2) business days after you learn of the loss or theft of your Access Card or PIN, you can lose no more than \$50 if someone used your Access Card or PIN without your

permission.

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

Also, if your statement shows transfers that you did not make, including those made by Access Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any 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.

4. Business Days

Our business days are Monday through Friday. Saturdays, Sundays and Federal holidays are not included. Please refer to our website at www.idbbank.com for Federal holidays.

5. Right to Stop Payment of Preauthorized Debit

If you have directed the Bank in advance to make regular payments out of your account or if you have authorized someone to make preauthorized debits from your account ("originator"), you can stop any of these payments. Please call your Account Officer at least three (3) business days before the payment is scheduled to be made. You can also notify the Bank in writing at the following address in time for the Bank to receive your request at least three (3) business days before the payment is scheduled to be made:

Israel Discount Bank of New York
1114 Avenue of the Americas
New York, NY 10036
Attn: [Your Account Officer]

If you call, the Bank will also require you to put your request in writing and deliver it to the Bank within 14 days after your call.

You recognize that such a stop payment on a preauthorized debit will be effective solely for a single transaction and you will be responsible for notifying the originator that you have placed a stop payment on that specific transaction. IF YOU WISH TO STOP ALL FUTURE PREAUTHORIZED DEBITS FROM THAT ORIGINATOR, YOU MUST GIVE THE ORIGINATOR A WRITTEN NOTICE REVOKING YOUR AUTHORIZATION.

To affect a stop payment order on a preauthorized debit, you need to provide your account number, the amount and date of the debit order and the originator. The Bank may require both the company name and company identification number for the originator. If you provide the wrong company identification number or if the originator has changed its company identification number, the Bank may pay the item.

6. Right to Verify 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 your Account Officer to determine whether the deposit has been made.

7. Your Right to Receive Documentation or Notice of Transaction

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. You will receive an account statement each month for your accounts that are accessible by electronic fund transfers if such transfers occur during the month, but at least quarterly if no such transfers occur.

8. The Bank's Liability for Failure to Complete Transactions

If we do not complete a transaction from your account on time or in a correct amount, according to the Terms, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- a. Through no fault of ours, you do not have enough available funds in your account to make the transaction.
- b. The ATM where you are making the transfer does not have enough cash.
- c. The ATM was not working properly and you knew about the breakdown when you started the transaction.
- d. Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- e. Your account is not in an active status.
- f. There may be other exceptions stated in the Terms.

9. Disclosure of Account Information to Third Parties/Confidentiality

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

- a. where it is necessary for completing transfers, or

- b. in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant, or
- c. in order to comply with government agency, court orders, or other legal process, or
- d. if you give us your written permission.

10. In Case of Errors or Questions About Your Electronic Fund Transfers

In case of errors or questions about your Electronic Fund Transfers, call: 1-888-305-4428 and/or write to:

Israel Discount Bank of New York
1114 Avenue of the Americas
New York, NY 10036
Attn: [Your Account Officer]

as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the problem or error appeared. In your communication to us, be prepared to provide us with the following information:

- a. Your name and account number.
- b. A description of 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.
- c. The dollar amount of the suspected error.

If you initially provide this information to us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will attempt to 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 ten (10) business days 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 ten (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 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 three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR ACCOUNT ("FUNDS AVAILABILITY POLICY")

Please note that our policy is to delay the availability of funds that you deposit into your account here at IDB Bank. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT

You may make deposits to your account at any time at any branch or by mail. Deposit by mail forms may be obtained from your branch. The Bank may refuse, limit, or return any deposit.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make your deposit before 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make your deposit after 2:00 p.m., or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of delay varies depending on the type of deposit and is explained below.

Same-Day Availability: Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability: Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on IDB Bank.

If you make your deposit in person to one of our tellers, funds from the following types of deposits are also available on the first business day after the day of your deposit:

- Cash
- State and local government checks that are payable to you, provided you receive an approval from an Account Officer on our banking platform. (Please note that next day availability for these items only applies if the IDB Bank office or branch is located in the same State that issued the check or the same State as the unit of local government that issued the check).
- Cashier's, certified, and teller's checks that are payable to you, provided you receive an approval from an Account Officer on our banking platform.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our tellers (e.g., if you mail your deposit), funds from these types of deposits will be available on the second business day after the day we receive your deposit.

All Other Check Deposits: The first \$225 of the aggregate deposit by check or checks (excluding those discussed above) will be available on the first business day after the day of your deposit for withdrawal in cash or to pay checks you have written to others. On the second business day after the day of your deposit, an additional \$450 will be available for cash withdrawal and/or electronic payment(s) (e.g., wires) and the remaining funds will be available only for payment of checks you have written to others. On the third business day after the day of your deposit, all funds will be available for withdrawal (e.g., cash, electronic payments, payment of checks).

EXCEPTIONS

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

- If we believe a check you deposit may not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been previously returned as unpaid.
- You have overdrawn your account repeatedly in the last six (6) 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. We will generally extend the period of delay of the availability of funds deposited into your account by up to five (5) business days in the event of one of the above circumstances for a deposited check.

Foreign Checks: Funds from any check drawn on a financial institution located outside of the United States will be available on a

collection basis.

SPECIAL RULES FOR NEW ACCOUNTS

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

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



PRIVACY NOTICE

Rev. 6/2023

FACTS	WHAT DOES ISRAEL DISCOUNT BANK OF NEW YORK (“IDB BANK”) DO WITH YOUR PERSONAL INFORMATION?
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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 credit history • Account balances and payment history • Checking account information and overdraft history
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 IDB BANK chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does IDB BANK share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness	No	We do not share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We do not share
To limit our sharing	■ For IDB BANK products and services, call toll-free at (888) 695-3661 Please note: If you are a <i>new</i> customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	

Questions?	For questions, call toll-free at (888) 695-3661.
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Who we are

Who is providing this notice?	This notice is provided by IDB BANK.
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What we do

How does IDB BANK protect my personal information?	To protect your personal information from unauthorized access and use, we restrict access to your nonpublic personal information to employees and service providers to administer products or services to you. We also use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does IDB BANK collect my personal information?	We collect your personal information, for example, when you • Open an account or apply for a loan • Show your government issued ID or make a wire transfer • Use your credit or debit card 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 some, but not all, sharing relating to • Affiliates' everyday business purposes – information about your creditworthiness • Affiliates using your information to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account, unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with common and uncommon corporate identity names, such as Oakhurst Advisors, LLC, Lido Advisors, LLC, IDB Lido Wealth, LLC, IDB Capital Corp., our parent company Discount Bancorp., Inc., and other companies with an IDB name.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>IDB BANK does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Nonaffiliates we share with may include insurance companies, financial institutions, and other entities through which we offer products.</i>

Other important information

For California Customers: In accordance with California law, IDB BANK will not share information we collect about California residents with nonaffiliates and business partners, unless permitted by law. For example, we may share information with your consent, or to service your accounts. We will limit sharing among our companies to the extent required by California law.

For Nevada Customers: Nevada law requires us to disclose that you may request to be placed on our "do not call" list at any time by calling (310) 278-8232. To obtain further information, contact the Bureau of Consumer Protection, Office of the Nevada Attorney General at 555 E. Washington Ave., Suite 3900, Las Vegas, NV 88101; phone 1-702-486-3132; email BCPINFO@ag.state.nv.us.

HOW TO CONTACT US

To report a lost or stolen ATM/Debit card call 1-888-305-4428 HOURS

OF OPERATION:

Branch Hours: Main Office, Staten Island, Brooklyn and Short Hills branch hours are 9:00 a.m. – 4:30 p.m., Eastern time zone.
Beverly Hills, Downtown Los Angeles and Aventura branch hours are 9:00 a.m. – 4:00 p.m., in their respective time zones.

Office Hours: IDB Bank office hours are 9:00 a.m. – 5:00 p.m., in their respective time zones.

FEDERAL AND BANK HOLIDAYS:

Please be advised that the Bank and all of its branches will be officially closed in observance of all Federal holidays, and all branches will be closed during the additional Bank observed holidays. Please refer to the Bank's website at www.idbbank.com for Federal holidays and additional Bank observed holidays.

NEW YORK/NEW JERSEY

Telecommunication Device for the Hearing Impaired
(212) 551-8540

IDB Bank
1114 Avenue of the Americas
New York, NY 10036
Tel: (212) 551-8500

CALIFORNIA

Telecommunication Device for the Hearing Impaired
(310) 276-8437

Beverly Hills Branch

IDB Bank
9401 Wilshire Blvd., Suite 600
Beverly Hills, CA 90212
Tel: (310) 860-6320

Downtown Los Angeles Branch

IDB Bank
888 South Figueroa Street, Suite 550
Los Angeles, CA 90017
Tel: (213) 861-6440

FLORIDA

Telecommunication Device for the Hearing Impaired
(305) 682-3792

IDB Bank
Harbour Centre
18851 NE 29th Avenue, Suite 600
Aventura, FL 33180
Tel: (305) 682-3700