



## ACCOUNT **DISCLOSURES**

# ACCOUNT AGREEMENT

**DEFINITIONS.** Throughout this Agreement, the terms "you," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account, and the terms "we," "our," and "us" refer to the Bank, Presence Bank.

**GENERAL ASSEMBLY.** You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, including all account opening disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening disclosures include a schedule of fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in the account opening disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Additionally, each time an account is opened for a Legal Entity covered by this regulation, we are required to ask you for identifying information (name, address, date of birth, social security number, and identification documents) for each individual that has 25% or more beneficial ownership and one individual that has significant managerial control. We proudly support all efforts to protect and maintain the security of our customers and our country.

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**INDIVIDUAL ACCOUNT.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**RESTRICTIVE LEGENDS.** Because of the volume of checks we handle, we must employ automated processing and do not individually examine each check item. Automated processing relies primarily on information encoded onto each item in magnetic ink (MICR) at the bottom of the check. Because of automated processing, you agree that the Bank is not required to review checks or other items (whether drawn on your account or deposited by you) to identify or enforce any special instructions or limitations or "restrictive legends." You agree that we may disregard restrictive legends or notations printed or inserted on the checks but not encoded on the MICR line, even though these legends may be important for your own purposes. A "restrictive legend" includes any added language that purports to condition or restrict the payment of the check, such as "valid only for 60 days," "Not to exceed \$500," "two signatures required," or "Amounts over \$1,000 must be countersigned."

**STALE OR POSTDATED CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

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

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the cancelled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of a check may be subject to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original items with a slightly reduced image of the front and back of the original item. 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 item. Some or all of the items you receive back from us may be substitute checks.

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

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

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent

be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

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

**STATEMENTS.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within sixty (60) calendar days. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within sixty (60) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Funds Transfer Act, within sixty (60) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification time-frames. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors, after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statement and you supply us with a proper address.

**ACH AND WIRE TRANSFERS.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Pennsylvania. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which entry is made.

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

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

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

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

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

**ELECTRONIC CHECKS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.

**STOP PAYMENTS.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us reasonable opportunity to act on it. The Stop Payment Order must describe the item or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for fourteen (14) calendar days only, and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six (6) months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the item on which a Stop Payment Order has been placed, has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six (6) months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. A Stop Payment Order on an EFT debit will remain in effect until the earlier of: 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing, stating that you have cancelled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request. Our acceptance of

a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

A Stop Payment Order may be placed on either a one-time transfer or on a multiple debit entry transfer. If you request a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three (3) business days before a scheduled multiple debit entry. If the Stop Payment Order is requested for an Electronic Check Conversion or other one-time transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise this Stop Payment Order shall be of no effect. Oral stop payment orders are binding on us for fourteen (14) calendar days only, and must be confirmed by you in a record or writing within that period.

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for ten (10) days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### **NON-SUFFICIENT FUNDS AND OVERDRAFTS.**

**AVAILABLE BALANCE.** We use an available balance method to determine whether there are sufficient funds in your account to pay an item. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account, your available balance is \$70.

**FEES.** If there are insufficient funds to pay an item based on your available balance, we may either: 1) return the item, or 2) pay the item at our discretion. We may charge you fees if we return the item or pay the item on your behalf. In addition we charge \$10.00 every 5 business days that your account remains in an overdraft position, up to \$90. If your account remains in the overdraft position it will be charged off on the 45th business day.

**RETURN ITEM FOR NON-SUFFICIENT FUNDS.** If we do not pay the item on your behalf and return the item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or representation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, we may charge you the non-sufficient funds fee. The same check is then presented to us for payment, and the check is returned again for non-sufficient funds, we may charge you another non-sufficient funds fee.

**OVERDRAFTS.** If we pay the item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, if you have \$100 in your account and write a check for \$110 we may pay the item on your behalf and charge you an overdraft fee. If we pay this item on your behalf, you will be responsible for paying the overdrawn balance, and any fees incurred. Please see Presence Protect overdraft coverage.

**PROCESSING ORDER.** We will process items, such as credits, checks, and other debit items in accordance with our processing order policy. The processing order of these items are important because if your account balance has insufficient funds to pay for the items in the order that they are processed, we may charge you non-sufficient funds fees if we return the item or charge you overdraft fees if we pay the item on your behalf.

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

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

**PAYMENT OF INTEREST.** Interest will be calculated and paid in accordance with the Truth in Savings Disclosure provided to you at the time you opened the account in person. Or if you are not present when the account is opened or the service is provided, you will receive the disclosure within 10 business days.

**FEES, SERVICE CHARGES, AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosure and Fee Schedule provided to you at the time you opened the account. Fees, charges, and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

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

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Fee Schedule and

cease any interest payments to the extent permitted by law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

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

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

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

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

**YOUR WAIVER OF NOTICE.** You waive any notice of non-payment, dishonor, or protest regarding items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

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

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

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

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

**NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES.** This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act). **NOTICE: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

## SUBSTITUTE CHECKS & YOUR RIGHTS

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also 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 \$2,500.00 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received 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.

**MAKING A CLAIM FOR A REFUND.** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us via phone, mail, or email: (610) 624-3610; 185 E. Lincoln Highway, PO Box 390, Coatesville PA 19320; online@presencebank.com.

You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within ten (10) business days of the oral claim.

## FUNDS AVAILABILITY POLICY

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. When we delay your ability to withdraw funds, the length of the delay is counted in business days from the day of your deposit. The term "business day" means any day other than a Saturday, Sunday, or federally declared legal holiday, and the term "banking day" means that part of any business day on which we are open to the public for carrying on substantially all of our banking functions.

### AVAILABILITY SCHEDULE.

**SAME DAY AVAILABILITY.** Funds from deposits of electronic direct deposits, cash<sup>1</sup>, and wire transfers will be available on the day of deposit.

**NEXT DAY AVAILABILITY.** Funds from deposits of U.S. Treasury checks<sup>2</sup>, U.S. Postal Service money orders<sup>2</sup>, Federal Reserve Bank or Federal Home Loan Bank checks<sup>2</sup>, State or Local Government checks<sup>2</sup>, Cashier's Certified, or Teller's checks<sup>2</sup>, and checks drawn on us, will be available on the first business day after the day of deposit.

**OTHER CHECK DEPOSITS.** Funds from all other check deposits will be available on the first business day after the day of your deposit.

<sup>1</sup> Cash Deposits: If the cash deposits are made in person, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second business day after the day of the deposit.

<sup>2</sup> Check Deposits: Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

- **U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.
- **U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government Checks; and Cashier's, Certified, or Teller Checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second business day after the day of your deposit.

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

If we are not going to make all of the funds available from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (1) if we believe a check you deposit will not be paid; (2) if you deposit checks totaling more than \$5,525 on any one day; (3) if you redeposit a check that has been returned unpaid; (4) if you have overdrawn your account repeatedly in the last six months; or (5) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**HOLDS ON OTHER FUNDS FOR CHECK CASHING.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you deposited it.

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

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first thirty (30) days that your account is open.

**SAME DAY AVAILABILITY.** Funds from cash<sup>1</sup> and electronic direct deposits made to your account will be available on the day we receive the deposit.

**NEXT DAY AVAILABILITY.** Funds from wire transfers made to your account and the first \$5,525 of a day's total deposits of: U.S. Treasury checks<sup>2</sup>, U.S. Postal Service money orders<sup>2</sup>, Federal Reserve Bank or Federal Home Loan Bank checks<sup>2</sup>, State or Local Government checks<sup>2</sup>, Cashier's Certified, or Teller's checks<sup>2</sup>, Traveler's Checks<sup>2</sup>, and checks drawn on us, will be available on the first business day after the day of deposit.

**FUNDS EXCEEDING \$5,525.** The excess over \$5,525 of a day's total check deposits will be available on the ninth business day after the day of your deposit.

**OTHER CHECK DEPOSITS.** Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

<sup>1</sup> Cash Deposits: If the cash deposits are made in person to an employee of Presence Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second business day after the day of the deposit.

<sup>2</sup> Check Deposits: Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, Teller checks, or Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

- **U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.
- **U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government Checks; and Cashier's, Certified, Teller Checks, or Traveler's Checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the first \$5,252 of a day's total check deposits will be made available no later than the second business day after the day of your deposit.

## ELECTRONIC FUND TRANSFER AGREEMENT & DISCLOSURE

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

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

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

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED.

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

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking account(s) and savings account(s).
- You may make balance inquiries on your checking account(s) and savings account(s).

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking account(s) and savings account(s).
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts VISA® Debit Cards for the purchase of goods and services.

**BUSINESS DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking account(s) and savings account(s).
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts VISA® Debit Cards for the purchase of goods and services.

### ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. You may access your ATM Card or Debit Card through the following network(s): All-Point, Accel, InstaKEY, PLUS.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

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

**CURRENCY CONVERSION - VISA®.** When you use your card with the VISA® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by VISA® from a range of rates available in wholesale currency markets for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** VISA® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 2% of the dollar amount of the transaction for each international transaction completed with your VISA® card when the country of the merchant or machine is different than your country as cardholder.

### PREAUTHORIZED TRANSFER SERVICES.

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

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

**TRANSACTION LIMITS - ATM CARD.**

**CASH WITHDRAWAL LIMITATIONS.** There is a daily limit for all ATM Withdrawal transactions; you may withdraw up to \$300.00 through the use of ATMs in any one day. For security reasons, specific dollar limits are disclosed at the time the ATM Card is issued. Presence Bank reserves the right to change dollar amount limits at any time upon prior notification.

**TRANSACTION LIMITS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** There is a daily limit for all ATM withdrawal transactions; you may withdraw up to \$500.00 through the use of ATMs in any one day. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Presence Bank reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,500.00 worth of goods and services in any one day through use of our Point of Sale service.

**TRANSACTION LIMITS - BUSINESS DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** There is a daily limit for all ATM withdrawal transactions; you may withdraw up to \$500.00 through the use of ATMs in any one day. For security reasons, specific dollar limits are disclosed at the time the Business Debit Card is issued. Presence Bank reserves the right to change dollar amount limits at any time upon prior notification.

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

**NOTICE OF RIGHTS AND RESPONSIBILITIES.**

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

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

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

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

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company.

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

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

**RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, please contact us via phone or mail: (610) 624-3610; 185 E. Lincoln Highway, PO Box 390, Coatesville PA 19320. We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

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

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or PIN has been lost or stolen, please contact us at: (610) 624-3610 (9:00AM - 5:00PM); or 185 E. Lincoln Highway, PO Box 390, Coatesville PA 19320. You should also call the number or write to the address listed above if you believe a transfer has been made using your account number without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using your account number. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit 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 ATM Card or Debit Card or PIN and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

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



we will extend the time periods.

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

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

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

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

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers, please contact us via phone, mail, or email: (610) 624-3610; 185 E. Lincoln Highway, PO Box 390, Coatesville PA 19320; online@presencebank.com, or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt are wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Presence Bank no later than sixty (60) days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information: (1) your name and account number; (2) a description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information; and (3) the dollar amount of the suspected error. If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

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

There may be other exceptions provided by the applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.** We reserve the right to impose a fee and to change fees upon notice to you.

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

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

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this Agreement at any time.

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

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.

- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

**ADDITIONAL PROVISIONS.** Your account is also governed by the terms and conditions of other applicable agreements between you and Presence Bank.

## PRESENCE PROTECT: OVERDRAFT COVERAGE

It is Presence Bank's ("we, us, or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds (overdraft/negative balance) may result from: a) the payment of checks, electronic funds, transfers, or other withdrawal requests you initiate; b) payments authorized by you, c) the return, unpaid, of items deposited by you; d) charging your account for our applicable service charges and fees; or e) the deposit of items to your account which, according to our Funds Availability Policy are treated as not yet "available" or "finally paid." **We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds.**

**Rather than automatically returning, unpaid, any overdraft items that you may have,** if you maintain your account in good standing, which includes at least: (a) continuing to make deposits consistent with your past practices; (b) you are not in default on any loan obligation to us; (c) your account is not the subject of any legal or administration order or levy, such as bankruptcy or a tax lien, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege limit.** This discretionary service will generally be limited to a \$250 overdraft (negative) balance for eligible personal checking accounts and \$500 overdraft (negative) balance for eligible business checking accounts. Our normal fees and charges including our overdraft item fee (as set forth in our fee schedule) will be included in these limits and will be charged for each transaction presented for payment against non-sufficient funds. We will charge our normal fees whether we approve the item for payment or not. In addition, we charge \$10.00 every 5 business days that your account remains in an overdraft position, up to \$90. If your account remains in the overdraft position it will be charged off on the 45th business day.

**We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.** We typically do not pay overdrafts if your account is not in good standing or if you are not making regular deposits. You will be notified by mail of any overdraft items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner and agent if applicable, shall be jointly and severally liable for such overdrafts including our fees.

**Optional Overdraft Protection Services:** We offer additional overdraft protection services that you may apply for: (1) Transfer of funds from another account of yours with us; (2) Online banking balance notification to your e-mail or mobile device. If you apply for these services, you may save money on the total fees you pay us for overdraft services.

**Ineligible Accounts and Limitations:** Overdraft coverage is available only for eligible checking accounts maintained in good standing as defined above. Savings accounts, money market accounts, public fund/charitable organization accounts, certain trust accounts, student accounts, and any other accounts of minors not of legal age are not eligible for this service. We may, in our sole option and discretion, limit the number of accounts eligible for the ODP service to one account per household and/or one account per taxpayer identification number.

**Eligible Account Types:** All checking accounts other than those listed above or prohibited by law are eligible for Overdraft Coverage.

**Eligible Transaction Types:** Insufficient funds transactions initiated for payment against your checking account may be approved/paid by us using, and up to, your assigned overdraft coverage limit, including our fees. The eligible transaction types will include without limitation: checks and preapproved or recurring ACH transactions. On consumer checking accounts, we will generally not authorize and pay overdrafts for the following types of transactions: ATM and everyday debit card transactions.

**You May Always Opt Out:** You may choose at any time to not participate in overdraft coverage by notifying one of our employees who will explain what opting out means and the potential consequences for you.

**If You Need Help:** Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. **If at any time you feel you need help with your financial obligations,** please contact one of our employees.

**Always a Discretionary Service:** Overdraft Coverage does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. This service represents a purely discretionary courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. The terms of this agreement may change from time to time.

## TRUTH IN SAVINGS: PERSONAL ACCOUNTS

### PROSPER FREE CHECKING

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$0.00

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**ATM Fee Reimbursement:** We will reimburse up to \$15.00 of fees associated with non-Presence Bank ATM machines per month. This credit will be reflected in your account and on your statement at the end of each month. You are responsible for any additional fees incurred at any non-presence bank ATM's.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

#### **Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM or VISA® Debit Card
- eStatements or Paper Statements
- SaveUP Program (requires Prosper Savings Account)
- In-Branch Coin Counting
- Apple Pay® and Google Pay™
- Notary Services

### PROSPER REWARDS CHECKING

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$500.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$8.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$499.99; \$500.00 - \$24,999.99; \$25,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**ATM Fee Reimbursement:** We will reimburse all fees associated with non-Presence Bank ATM machines. This credit will be reflected in your account and on your statement at the end of each month. You are responsible for any additional fees incurred at any non-presence bank ATM's.

**Additional Account Features:** The account holder will receive one free domestic wire transfer per month and a basic identity theft subscription, which may be upgraded to a higher level of protection at the expense of the account holder.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- First Order of Standard Personalized Checks
- ATM or VISA® Debit Card
- eStatements or Paper Statements
- SaveUP Program (requires Prosper Savings Account)
- In-Branch Coin Counting
- Apple Pay® and Google Pay™
- Notary Services

**PROSPER LIFE CHECKING**

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$0.00

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**Age Requirement:** 50 Years

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$499.99; \$500.00 - \$24,999.99; \$25,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**ATM Fee Reimbursement:** We will reimburse up to \$15.00 of fees associated with non-Presence Bank ATM machines per month. This credit will be reflected in your account and on your statement at the end of each month. You are responsible for any additional fees incurred at any non-presence bank ATM's.

**Additional Account Features:** The account holder will receive a basic identity theft subscription, which may be upgraded to a higher level of protection at the expense of the account holder.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM or VISA® Debit Card
- Annual Order of Standard Personalized Checks
- eStatements or Paper Statements
- SaveUP Program (requires Prosper Savings Account)
- In-Branch Coin Counting
- Apple Pay® and Google Pay™
- Notary Services

**PROSPER SAVINGS** (also available as IRA)

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$100.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$8.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$99.99; \$100.00 - \$499.99; \$500.00 - \$24,999.99; \$25,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM Card
- eStatements or Paper Statements
- In-Branch Coin Counting
- Notary Services

**PROSPER MONEY MARKET**

**Minimum Deposit to Open Account:** \$2,500.00

**Minimum Balance Requirement** (to avoid fees): \$2,500.00

**Minimum Balance to Earn Interest:** \$2,500.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$8.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$2,499.99; \$2,500.00 - \$149,999.99; \$150,000 - \$249,999.99; \$250,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**ATM Fee Reimbursement:** We will reimburse up to \$15.00 of fees associated with non-Presence Bank ATM machines per month. This credit will be reflected in your account and on your statement at the end of each month. You are responsible for any additional fees incurred at any non-presence bank ATM's.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- First Order of Standard Personalized Checks
- ATM or VISA® Debit Card
- eStatements or Paper Statements
- In-Branch Coin Counting
- Apple Pay® and Google Pay™
- Notary Services

## PROSPER KIDS SAVINGS

**Minimum Deposit to Open Account:** \$10.00

**Minimum Balance Requirement** (to avoid fees): \$0.00

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**Age Requirement:** Under 18 Years

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$99.99; \$100.00 - \$499.99; \$500.00 - \$24,999.99; \$25,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- eStatements or Paper Statements
- In-Branch Coin Counting

## PROSPER CERTIFICATE OF DEPOSIT (PERSONAL AND IRA)

**Minimum Deposit to Open Account:** \$250.00

**Rate Information:** This account is an interest-bearing account. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until the first maturity date. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Interest Accrual Information:** We will use an interest accrual basis of 365 for each day in the year when calculating your interest.

**Maturity Date:** Varies based on term.

**Renewal and Grace Period:** This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term. The renewed balance will include the principal amount and all paid earned interest that has not been withdrawn.

**Early Withdrawal Penalty:** You have agreed to keep the funds on deposit until the maturity date of your account. Any withdrawal of all or part of the funds from your account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified below will apply. If you withdraw any of the principal before the maturity date, we may impose a penalty equal to:

- 3-Month CD: 3 months of interest on the amount withdrawn
- 6-35 Month CD: 6 months of interest on the amount withdrawn
- 36-84 Month CD: 12 months of interest on the amount withdrawn

**Minimum Required Penalty:** If you withdraw money within six (6) days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawals are permitted, we are required to impose the minimum required penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the minimum required penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the account. If your account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your account.

**Exceptions:** We may let you withdraw money from your account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the account is opened; or (3) when the account is a Keogh Plan, if you forfeit at least the interest earned on the withdrawn funds; or (4) if the account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59½ or become disabled; or (5) within an applicable grace period (if any).

**Transaction Limitations:** After the Certificate of Deposit is established, you may not make additional deposits to the account until maturity. Withdrawals from this account are not permitted without an early withdrawal penalty. In certain circumstances such as death the early withdrawal penalty may be waived.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## TRUTH IN SAVINGS: BUSINESS ACCOUNTS

### PROSPER BUSINESS CHECKING

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$0.00

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**Number of Deposit or Withdrawal Items Allowed:** An excessive items fee of \$0.40 per item, excluding ACH and Online Bill Pay transactions, will be charged for each deposit item and debit transaction in excess of 300 during a statement cycle.

**ATM Fee Reimbursement:** We will reimburse up to \$15.00 of fees associated with non-Presence Bank ATM machines per month. This credit will be reflected in your account and on your statement at the end of each month. You are responsible for any additional fees incurred at any non-presence bank ATM's.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- VISA® Business Debit Card
- eStatements or Paper Statements
- Apple Pay® and Google Pay™
- Notary Services

## PROSPER GOLD BUSINESS CHECKING

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$1,000.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$10.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$4,999.99; \$5,000.00 - \$99,999.99; \$100,000.00 - \$149,999.99; \$150,000.00 - \$199,999.99; \$200,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Number of Deposit or Withdrawal Items Allowed:** An excessive items fee of \$0.40 per item, excluding ACH and Online Bill Pay transactions, will be charged for each deposit item and debit transaction in excess of 300 during a statement cycle.

**ATM Fee Reimbursement:** We will reimburse up to \$15.00 of fees associated with non-Presence Bank ATM machines per month. This credit will be reflected in your account and on your statement at the end of each month. You are responsible for any additional fees incurred at any non-presence bank ATM's.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- VISA® Business Debit Card
- eStatements or Paper Statements
- Apple Pay® and Google Pay™
- Notary Services

## PROSPER COMMERCIAL ANALYSIS CHECKING

**Minimum Deposit to Open Account:** \$1,000.00

**No Minimum Balance Requirement**

**Earnings Credit:** Earnings credit is used to offset activity charges. If the earnings credit is higher than the activity charge, no charge will appear on your account but you will not receive the excess earnings credit. If the earnings credit is lower than the activity charge, the difference will appear as a charge on your statement. The earnings credit will be decided at our discretion.

**Accrual of Earnings Credit on Non-Cash Deposits:** Earnings credit is calculated at the end of the statement period using average balance less average uncollected funds and a reserve.

**Free Convenience Services:**

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- eStatements or Paper Statements
- Notary Services

## PROSPER IOLTA CHECKING

**Minimum Deposit to Open Account:** \$100.00

**No Minimum Balance Requirement**

**Monthly Maintenance Fee** (if balance falls below minimum): \$0.00

**Additional Requirements:** You must also have an active Prosper Business Checking or Prosper Business Gold Checking to serve as an operating account.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$4,999.99; \$5,000.00 - \$9,999.99; \$10,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online & Mobile Banking (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking (internet data and messaging rates may apply from your mobile provider)
- eStatements or Paper Statements
- Notary Services

## PROSPER BUSINESS MONEY MARKET

**Minimum Deposit to Open Account:** \$1,000.00

**Minimum Balance Requirement** (to avoid fees): \$10,000.00

**Minimum Balance to Earn Interest:** \$2,500.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$10.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$2,499.99; \$2,500.00 - \$149,999.99; \$150,000.00 - \$249,999.99; \$250,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM or VISA® Business Debit Card
- eStatements or Paper Statements
- Apple Pay® and Google Pay™
- Notary Services

## PROSPER ESCROW MANAGER

**Minimum Deposit to Open Account:** \$0.00

**No Minimum Balance Requirement**

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**Interest Tier Structure:** This account is a variable rate account.

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

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

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## PROSPER BUSINESS CERTIFICATE OF DEPOSIT

**Minimum Deposit to Open Account:** \$250.00

**Rate Information:** This account is an interest-bearing account. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until the first maturity date. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Interest Accrual Information:** We will use an interest accrual basis of 365 for each day in the year when calculating your interest.

**Maturity Date:** Varies based on term.

**Renewal and Grace Period:** This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term. The renewed balance will include the principal amount and all paid earned interest that has not been withdrawn.

**Early Withdrawal Penalty:** You have agreed to keep the funds on deposit until the maturity date of your account. Any withdrawal of all or part of the funds from your account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified below will apply. If you withdraw any of the principal before the maturity date, we may impose a penalty equal to:

- 3-Month CD: 3 months of interest on the amount withdrawn
- 6-35 Month CD: 6 months of interest on the amount withdrawn
- 36-84 Month CD: 12 months of interest on the amount withdrawn

**Minimum Required Penalty:** If you withdraw money within six (6) days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawals are permitted, we are required to impose the minimum required penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the minimum required penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the account. If your account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your account.

**Exceptions:** We may let you withdraw money from your account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the account is opened; or (3) when the account is a Keogh Plan, if you forfeit at least the interest earned on the withdrawn funds; or (4) if the account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59½ or become disabled; or (5) within an applicable grace period (if any).

**Transaction Limitations:** After the Certificate of Deposit is established, you may not make additional deposits to the account until maturity. Withdrawals from this account are not permitted without an early withdrawal penalty. In certain circumstances such as death the early withdrawal penalty may be waived.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## TRUTH IN SAVINGS: NOT-FOR-PROFIT ACCOUNTS

### PROSPER NOT-FOR-PROFIT CHECKING

**Minimum Deposit to Open Account:** \$100.00

**No Minimum Balance Requirement**

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**Additional Requirements:** 501(c)3; 501(c)6

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$99.99; \$100.00 - \$499.99; \$500.00 - \$24,999.99; \$25,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the

principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Number of Deposit or Withdrawal Items Allowed:** An excessive items fee of \$0.25 per item, excluding ACH and Online Bill Pay transactions, will be charged for each deposit item and debit transaction in excess of 300 during a statement cycle.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM or VISA Business Debit Card
- eStatements or Paper Statements
- Apple Pay® and Google Pay™
- Notary Services

**PROSPER NOT-FOR-PROFIT ANALYSIS CHECKING**

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$0.00

**Monthly Maintenance Fee** (if balance falls below minimum): \$0.00

**Additional Requirements:** 501(c)3; 501(c)6; 501(c)7

**Earnings Credit:** Earnings credit is used to offset activity charges. If the earnings credit is higher than the activity charge, no charge will appear on your account but you will not receive the excess earnings credit. If the earnings credit is lower than the activity charge, the difference will appear as a charge on your statement. The earnings credit will be decided at our discretion.

**Accrual of Earnings Credit on Non-Cash Deposits:** Earnings credit is calculated at the end of the statement period using average balance less average uncollected funds and a reserve.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- eStatements or Paper Statements
- Notary Services

**PROSPER NOT-FOR-PROFIT MONEY MARKET**

**Minimum Deposit to Open Account:** \$1,000.00

**Minimum Balance Requirement** (to avoid fees): \$10,000.00

**Minimum Balance to Earn Interest:** \$2,500.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$10.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$2,499.99; \$2,500.00 - \$149,999.99; \$150,000.00 - \$249,999.99; \$250,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM Card
- eStatements or Paper Statements
- Notary Services

**PROSPER NOT-FOR-PROFIT CERTIFICATE OF DEPOSIT**

**Minimum Deposit to Open Account:** \$250.00

**Rate Information:** This account is an interest-bearing account. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until the first maturity date. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Interest Accrual Information:** We will use an interest accrual basis of 365 for each day in the year when calculating your interest.

**Maturity Date:** Varies based on term.

**Renewal and Grace Period:** This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term. The renewed balance will include the principal amount and all paid earned interest that has not been withdrawn.

**Early Withdrawal Penalty:** You have agreed to keep the funds on deposit until the maturity date of your account. Any withdrawal of all or part of the funds from your account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified below will apply. If you withdraw any of the principal before the maturity date, we may impose a penalty equal to:

- 3-Month CD: 3 months of interest on the amount withdrawn
- 6-35 Month CD: 6 months of interest on the amount withdrawn
- 36-84 Month CD: 12 months of interest on the amount withdrawn

**Minimum Required Penalty:** If you withdraw money within six (6) days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawals are permitted, we are required to impose the minimum required penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the minimum required penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the account. If your account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your account.

**Exceptions:** We may let you withdraw money from your account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the account is opened; or (3) when the account is a Keogh Plan, if you forfeit at least the interest earned on the withdrawn funds; or (4) if the account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59½ or become disabled; or (5) within an applicable grace period (if any).

**Transaction Limitations:** After the Certificate of Deposit is established, you may not make additional deposits to the account until maturity. Withdrawals

from this account are not permitted without an early withdrawal penalty. In certain circumstances such as death the early withdrawal penalty may be waived.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## TRUTH IN SAVINGS: MUNICIPAL ACCOUNTS

### PROSPER MUNICIPAL CHECKING

**Minimum Deposit to Open Account:** \$100.00

**Minimum Balance Requirement** (to avoid fees): \$0.00

**Monthly Maintenance Fee** (if balance falls below minimum): N/A

**Additional Requirements:** Municipality

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$4,999.99; \$5,000.00 - \$99,999.99; \$100,000.00 - \$149,999.99; \$150,000.00 - \$199,999.99; \$200,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Number of Deposit or Withdrawal Items Allowed:** An excessive items fee of \$0.25 per item, excluding ACH and Online Bill Pay transactions, will be charged for each deposit item and debit transaction in excess of 300 during a statement cycle.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- ATM or VISA® Business Debit Card
- eStatements or Paper Statements
- Apple Pay® and Google Pay™
- Notary Services

### PROSPER MUNICIPAL ANALYSIS CHECKING

**Minimum Deposit to Open Account:** \$100.00

**Additional Requirements:** Municipality

**Earnings Credit:** Earnings credit is used to offset activity charges. If the earnings credit is higher than the activity charge, no charge will appear on your account but you will not receive the excess earnings credit. If the earnings credit is lower than the activity charge, the difference will appear as a charge on your statement. The earnings credit will be decided at our discretion.

**Accrual of Earnings Credit on Non-Cash Deposits:** Earnings credit is calculated at the end of the statement period using average balance less average uncollected funds and a reserve.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- eStatements or Paper Statements
- Notary Services

### PROSPER MUNICIPAL MONEY MARKET

**Minimum Deposit to Open Account:** \$1,000.00

**Minimum Balance Requirement** (to avoid fees): \$10,000.00

**Minimum Balance to Earn Interest:** \$2,500.00

**Monthly Maintenance Fee** (if balance falls below minimum): If your account falls below the stated minimum, a maintenance fee of \$10.00 will be assessed.

**Interest Tier Structure:** This account has the following interest tier structure: \$0.00 - \$2,499.99; \$2,500.00 - \$149,999.99; \$150,000.00 - \$249,999.99; \$250,000.00 - above

**Frequency of Rate Changes:** We may change the interest rate on your account at any time.

**Determination of Rate:** At our discretion, we may change the interest rate on your account. Refer to our rate sheet for current rates.

**Compounding and Crediting Frequency:** Interest will be compounded daily. Interest will be credited to your account monthly.

**Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal on the account each day.

**Accrual of Interest on Non-Cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (i.e., checks).

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Free Convenience Services:**

- Online Banking with Bill Pay (internet data and messaging rates may apply from your mobile provider)
- Mobile Banking with Mobile Deposit (internet data and messaging rates may apply from your mobile provider)
- VISA® Business Debit Card
- eStatements or Paper Statements
- Apple Pay® and Google Pay™
- Notary Services

### PROSPER MUNICIPAL CERTIFICATE OF DEPOSIT

**Minimum Deposit to Open Account:** \$250.00

**Rate Information:** This account is an interest-bearing account. The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until the first maturity date. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Interest Accrual Information:** We will use an interest accrual basis of 365 for each day in the year when calculating your interest.

**Maturity Date:** Varies based on term.

**Renewal and Grace Period:** This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term. The renewed balance will include



the principal amount and all paid earned interest that has not been withdrawn.

**Early Withdrawal Penalty:** You have agreed to keep the funds on deposit until the maturity date of your account. Any withdrawal of all or part of the funds from your account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified below will apply. If you withdraw any of the principal before the maturity date, we may impose a penalty equal to:

- 3-Month CD: 3 months of interest on the amount withdrawn
- 6-35 Month CD: 6 months of interest on the amount withdrawn
- 36-84 Month CD: 12 months of interest on the amount withdrawn

**Minimum Required Penalty:** If you withdraw money within six (6) days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawals are permitted, we are required to impose the minimum required penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the minimum required penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the account. If your account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your account.

**Exceptions:** We may let you withdraw money from your account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the account is opened; or (3) when the account is a Keogh Plan, if you forfeit at least the interest earned on the withdrawn funds; or (4) if the account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59½ or become disabled; or (5) within an applicable grace period (if any).

**Transaction Limitations:** After the Certificate of Deposit is established, you may not make additional deposits to the account until maturity. Withdrawals from this account are not permitted without an early withdrawal penalty. In certain circumstances such as death the early withdrawal penalty may be waived.

**Fees and Charges:** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

# FACTS

## WHAT DOES PRESENCE BANK DO WITH YOUR PERSONAL INFORMATION?

### Why?

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

### What?

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

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

### How?

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Presence Bank chooses to share; and whether you can limit this sharing.

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

### Questions?

Call (610) 384-8282 or go to [www.presencebank.com](http://www.presencebank.com).

What we do	
<b>How does Presence Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Presence Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Presence Bank does not share with our affiliates.</i></p>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Presence Bank does not share with nonaffiliates so they can market to you.</i></p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliates financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partner(s) include a credit card company and a third-party marketing company.</i></p>



**PRESENCEBANK.COM**



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