



Rules and Regulations for Deposit Accounts (Including Arbitration Provision)

Effective: March 2, 2026

THESE RULES CONTAIN AN ARBITRATION PROVISION WITH A JURY WAIVER AND CLASS ACTION WAIVER. UNLESS YOU TIMELY REJECT (OR TIMELY REJECTED) THE ARBITRATION PROVISION, IT WILL GOVERN ALL YOUR DEPOSIT ACCOUNTS WITH US AND WILL SUBSTANTIALLY AFFECT YOUR RIGHTS IN THE EVENT OF A DISPUTE. THIS INCLUDES YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

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Thank you for opening a deposit account with Fulton Bank, N.A.

Please read these Rules carefully since they include important information on the features of your account and your and our responsibilities. You should keep these Rules handy so that you can refer to them in the future.

A. PROVISIONS APPLICABLE TO ALL TYPES OF DEPOSIT ACCOUNTS

1. BASIC TERMS

Capitalized terms and other terms you see in these Rules have the following meaning unless we note otherwise:

- *Account or Deposit Account* means a deposit account that we offer, excluding certificate of deposit accounts, individual retirement or other tax-deferred retirement accounts.
- *Arbitration Provision* means the arbitration provision appearing at the end of these Rules.
- *Bank, we, us and our* mean Fulton Bank, N.A.
- *Item* means any promise, instruction or order to pay money handled by us for collection or payment. Items include checks, substitute checks, purported substitute checks, ACH and other electronic fund transfers, drafts, remotely-created checks, withdrawal slips, wire transfers, transfer instructions (regardless of how given or received), image replacement documents, deposit adjustments and images of any of these things.
- *Notice Address* means Fulton Bank, N.A.
Deposit Operations
1695 State Street
East Petersburg, PA 17520
- *Rules* means these Rules and Regulations for Deposit Accounts, including the Arbitration Provision.
- *You and your* means every owner of the account and any person who has the right or is authorized to withdraw funds from the account.

2. INTERPRETING THESE RULES

- We have written these Rules in plain language, which means that we have avoided legal jargon where possible and have used examples to illustrate ideas. The examples we give are not intended to be the only application of the provision we are explaining.
- The section and subsection headings used in these Rules are for your convenience and may not be used to limit the provisions they introduce.
- Any reference in these Rules to the Rules, a policy of ours, another agreement between us, a disclosure we provide, a notice we provide, a governmental regulation or a law refers to such Rules, policy, agreement, disclosure, notice, regulation or law as amended, altered or revoked from time to time.
- Words and phrases used in these Rules should be interpreted so that the singular includes the plural and the plural includes the singular unless this would result in an inconsistency.
- If these Rules are inconsistent with any applicable law (see Section A.27 captioned APPLICABLE LAW), then to the extent the law can be amended or waived by contract, you and we agree that these Rules govern and that the law is amended or waived by these Rules. To the extent the law cannot be amended or waived by contract and the Rules are in any way ambiguous, these Rules should be interpreted as being consistent with the law. Any rights we have under these Rules should be interpreted as being given to us to the fullest extent permitted by law and only to such extent.

3. WHEN THESE RULES BIND YOU

You agree to be bound by these Rules when you sign a signature card, complete other account opening documents, request an account, open an account, transact on an account or maintain an account. We will give you a copy of these Rules when you open an account. If you later need another copy of these Rules, please contact us.

4. OTHER GOVERNING DOCUMENTS

Our accounts are also governed by the following documents (as applicable): any signature card you sign; any other written agreement between us and you relating to any account covered by these Rules; any fee schedule; our Funds Availability Policy; our Electronic Fund Transfer Systems Disclosure Statement; our Automated Teller Machine ("ATM") Card and Visa® Debit Card Agreement; our Online Banking Agreement and Disclosure Statement; our eStatement Disclosure & Agreement; our Truth in Savings Act disclosure; our privacy notice; our mobile check deposit service agreement; and any disclosures, agreements or notices provided at the time of account opening or later. You agree that these documents and the Rules are the final and complete agreement between you and us concerning your account. Any statement concerning your account made by any of our employees or others is not part of our agreement.

5. MAKING, ACCEPTING AND CREDITING DEPOSITS

(a) *Accepting, rejecting and returning deposits.* We may at any time refuse any deposit, limit the amount you may deposit or return all or any part of any deposit. We may accept an item for deposit into your account from any person without determining or verifying his or her identity. Subject to applicable law and our Funds Availability Policy, we may hold any deposit until we have reasonable assurance that it will not be returned as unpaid. And, we may hold items we do not accept until you claim them.

(b) *Counterfeit/unauthorized deposits.* We may debit any account you have with us without advance notice to you for the amount of any fraudulent, forged or counterfeit item deposited into the account. You may not deposit any item you know or have reason to know is fraudulent, counterfeit or not properly authorized. If you deposit a remotely created check or other unsigned item, you promise that it is authorized and you agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all claims, losses, costs and expenses that you or we may incur as a result of a claim that such item was not authorized. If, before being paid, someone claims that an item was altered or had a forged or unauthorized signature or was otherwise not properly payable, we may not credit your account for the amount in question until the claim is resolved.

(c) *Items returned unpaid.* We may debit any account you have with us without advance notice to you for any item that is returned unpaid (or that we have been notified will be returned unpaid) for any reason, even if we previously credited your account for the item.

(d) *Deposits and overdrafts.* We may use any deposit to any account you have with us to pay any overdraft on your account or fees you owe us, including overdraft fees.

(e) *Errors in amount of deposit.* We are not responsible for errors made by others in the process of collecting an item or for lost or delayed items. We are not liable to you for any error you make in completing a deposit slip (by, for example, using the wrong account number), unless you notify us of the error and we can correct it without loss to us. Although we may rely on information you supply us about the amount of a deposit and provisionally credit your account for this amount, all deposits are subject to our verification. If we determine that the amount you supplied us differs from the amount we later verify, you agree that the verified amount controls and that we may debit or credit your account for any difference. We may correct any mistake we make concerning the account without any liability to you apart from actual damages you incur as a direct result of our error.

(f) *Lost/destroyed items.* If an item is lost or destroyed while it is being collected, we will try to replace it with a copy. If we cannot, we may ask you to obtain a replacement from the person who issued the item.

(g) *Endorsements.* We may accept for deposit an item without endorsements or we may require the endorsement of one or all account owners before accepting an item. We may refuse to accept an item that is endorsed by a person who is not an owner of the account. We may accept an item payable to one account owner even if endorsed by another. We may require verification for any endorsement.

(h) *Materials on the back of a check you deposit.* If any printing, stamps, endorsements or other materials appear on the back of a check outside the area extending 1.5 inches from the trailing edge of the check (i.e., the left side of the check when viewing it from the front), such materials could interfere with endorsements by banks and cause delays in processing the check. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all claims, losses, costs and expenses that we or you may incur as a result of processing delays caused by printing, stamps, endorsements or other materials on the back of any check deposited to your account that extend outside the area extending 1.5 inches from the trailing edge of the check.

(i) *Errors by others in processing check you deposit.* We are not liable for losses caused by the failure or willful or negligent action of any correspondent, agent or subagent or for losses in the course of the collection process. We are not liable for losses resulting from any check being misrouted or from a delay in the return of any check because of the illegibility of a depository institution's endorsement caused by markings or other materials placed on the back of the check at the time you deposited it.

(j) *Crediting of non-cash items.* Items we accept for deposit (other than cash) are credited subject to collection and final payment and in accordance with our Funds Availability Policy. Such items, if not paid, may, at our option, be charged back against any credit or account on our records in your name or set-off as permitted by law and these Rules (see Section A.18 captioned LIEN ON DEPOSITS; RIGHT TO SET-OFF), whether or not the unpaid item itself is returned to you. We will not charge back an item to an individual or other tax-deferred retirement account or other account that receives special tax treatment, however we may charge back against a trust account or health savings account an item deposited into such an account and returned.

(k) *Remotely created checks.* If you deposit any "remotely created check," as defined in Federal Reserve Regulation CC, 12 C.F.R. § 229.2(fff), then you promise us that the holder of the account upon which it is drawn authorized the issuance of the check for the amount and to the payee shown on the check. If anyone claims otherwise, you agree that we may immediately charge the amount of such check, plus any claimed interest, costs and damages, against your account. If there are insufficient available funds in your account to cover the amount of that charge, we will treat the deficiency as an overdraft. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we incur in connection with any claim that a remotely created check should not have been honored or was not properly created or deposited in your account, including consequential and punitive damages, and our own reasonable attorneys' fees and costs in investigating and responding to any claims, whether or not litigation results.

6. AUTOMATED CHECK COLLECTION

You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, we may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item and information encoded onto the item in magnetic ink according to general banking standards in our

community, whether or not that information is consistent with other information on the item. You may not place statements on an item that make the item conditional or otherwise affect its negotiability. **YOU MAY NOT REQUIRE THAT THERE BE TWO OR MORE DRAWERS' SIGNATURES ON AN ITEM IN ORDER FOR IT TO BE VALID, AS ANY SUCH DESIGNATION IS SOLELY FOR YOUR CONVENIENCE AND INTERNAL CONTROL PURPOSES AND NOT BINDING ON US. YOU ALSO MAY NOT PLACE ON AN ITEM ANY OTHER INSTRUCTIONS TO US. IF YOU DO, AND THE ITEM IS PRESENTED TO US, WE MAY, IN OUR DISCRETION, NOT HONOR YOUR STATEMENTS OR INSTRUCTIONS AND PAY THE ITEM OR RETURN THE ITEM UNPAID.** You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of your issuing or depositing an item containing such statements or instructions including, but not limited to, maximum amount limitations, date limitations, two signature requirements, etc. You agree that we do not fail to exercise ordinary care in paying an item if our procedures involve limited or no sight examination of items we process.

7. WHO CAN MAKE DEPOSITS AND WITHDRAWALS AND GIVE US INSTRUCTIONS

(a) Designating such people. You agree to follow our procedures for designating who is authorized to make deposits to and withdrawals from the account and who is authorized to provide other instructions to us concerning the account. We may rely upon your designations until we have received notice of a change in designations, at the place and in the form that we require and have had a reasonable opportunity to act on the notice.

(b) Designating such people for business accounts. We will usually require a separate authorization form designating the persons permitted to make and the conditions associated with withdrawals from any account in the name of a corporation, partnership or other organization. Subject to Section A.6 above, captioned AUTOMATED CHECK COLLECTION, we may honor such authorization in accordance with its terms until we have received, at the place and in the form that we require, a copy of a written action by the organization's governing body amending or terminating the authorization and have had a reasonable opportunity to act upon the notice.

(c) Inconsistent instructions. We may honor account instructions from any person authorized to provide instructions even if they are inconsistent with instructions provided by any other authorized person. We may recognize adverse claims with respect to accounts as permitted or required by applicable law. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of any inconsistent instructions, adverse claims or disputes involving your account, and you authorize us to deduct such amounts from any account you have with us or with any of our affiliates without prior notice to you.

(d) Receipt of instructions. Any instruction we receive is subject to verification and, if permitted by law, may be deemed to have been received by us on our next business day.

(e) No Multiple Signatures (Consumer Accounts only). We do not assume a duty to enforce multiple signature requirements that you may agree upon amongst yourselves. If you note on checks, signature cards or other account documentation that more than one signature is required for an authorized account transaction, including but not limited to deposits, transfers, and withdrawals, this note is for your own internal use and is not binding on us. We may disregard any instructions to permit such transactions if more than one signature is required. In addition, we will not be liable to you if we permit transactions or changes on your account when such transaction or change are authorized or completed by any account signatory.

8. LARGE CASH WITHDRAWALS

We may require you to provide advance notice of a large cash withdrawal. We may also refuse to honor a request for the withdrawal of a large amount of cash if we believe that it would jeopardize the

security of a branch. We may require you to go to a particular branch or vault of ours to obtain a large cash withdrawal.

9. TRANSFERRING THE ACCOUNT

This account is for your use only and is not transferable except on our books and with our written consent. Even if we consent, we may require you to close your account and open a new account in the name of the new owner. We may refuse to honor or accept any pledge or assignment of your account or an interest in your account. Any transfer without our consent is void.

10. AUTHORIZING OTHERS TO DEBIT ACCOUNT

If you voluntarily disclose your account number to an on-line merchant, telemarketer or other seller of goods or services orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic fund transfers, that results from and is consistent with your disclosure. We may pay these items and charge your account.

11. ATTORNEY-CLIENT/LANDLORD-TENANT ACCOUNT TITLING

If you are an attorney or landlord, you are solely responsible for ensuring that an account containing client or tenant funds complies with applicable law, including any law that requires that such an account be titled in a certain way. We have no responsibility for complying with such laws.

12. JOINT, PAYABLE-ON-DEATH AND TRUST (MULTIPLE-PARTY) ACCOUNTS

The provisions in this Section A.12, captioned JOINT, PAYABLE-ON-DEATH AND TRUST (MULTI-PARTY) ACCOUNTS, apply to multiple-party accounts.

(a) What is a multiple-party account? If you have designated this account on the account agreement and/or signature card as a joint, payable-on-death or trust account, then this account is a multiple-party account subject to applicable law. A party to a multiple-party account is a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account. A beneficiary of a trust account, and a P.O.D. payee of a P.O.D. account, is party to a multiple-party account only after the account becomes payable to him or her by reason of his or her surviving the original payee(s) or trustee(s).

(b) Notice About Multiple-Party Accounts (NJ Only). If you have designated this account on the account agreement and/or signature card as a joint, payable-on-death ("P.O.D.") or trust account, as defined in New Jersey's Multiple-party Deposit Account Law, N.J.S.A. § 17:16I-1 *et seq.* ("NJMDAL"), then this account is a multiple-party account subject to the NJMDAL. Beneficiaries of trust accounts and P.O.D. payees of P.O.D. accounts, as set forth in the NJMDAL, are not parties to multiple-party accounts unless and until they have a present right of withdrawal. To the extent the provisions in this paragraph conflict with any other provision herein, the terms of this paragraph shall govern New Jersey multiple-party accounts.

(c) Right of survivorship. Unless the account agreement and/or signature card expressly provides otherwise upon the death of a party to a multiple-party account, all of the funds in the account will belong to the surviving party or parties in accordance with applicable law but there shall be no such right of survivorship with respect to multiple trust beneficiaries or P.O.D. payees who become parties to the account.

(d) Withdrawals. All monies and items deposited in a multiple-party account may be withdrawn at any time, in whole or in part, by any party to the account (subject to any limitations we place on large withdrawals). We may pay the balance of the account to any party to the account even if another party is deceased. If a party to the account becomes incompetent, we may pay the balance of the account to any party, even if we have received notice of an adjudication of incompetency and appointment of guardian.

(e) Deposits. Each party to the multiple-party account authorizes every other party to endorse and to deposit to the account any item payable to one, both or all of them, and authorizes us to accept for deposit any item payable to one, both or all of them with or without endorsement. We may honor account instructions from any party to the account even if such instructions are inconsistent with instructions given by any other party or parties.

(f) Accounts that are not multiple-party accounts. A multiple-party account does not include a trust account under a testamentary trust, declaration of trust or a trust agreement which has significance apart from the account or a fiduciary or agency account arising from a fiduciary or agency relationship such as attorney-client.

(g) Payments we may make from account. We may make payment from a multiple-party account, including payment of the entire account balance: (i) pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request by a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. We have no liability for payments made pursuant to applicable law and these Rules.

(h) Ownership of contributions. Unless there is clear and convincing evidence of a different intent or applicable otherwise provides, during his or her lifetime, each party to a multiple-party account owns the funds in the account in proportion to his or her net contribution to the account. We are not required to determine any such net contribution. Ownership of a multiple-party account cannot be changed by will.

(i) Joint and several liability. Each party to a multiple-party account is jointly and severally liable to us for all fees, charges, losses, liabilities and other amounts owed to us in connection with the account.

(j) Authority of parties. You authorize each party to operate the multiple-party account without the consent or approval of any other party, and you agree that we may act on any instruction of a party without liability to any other party. This is true even if the account is in the name of one party "and" another party. Examples of instructions we may act on include adding another party to the account, stopping payment on an item, changing the form of the account, prohibiting withdrawals from the account, arranging for the account to be pledged as security, closing the account, transferring money out of the account to another account with different owners, disclosing the transactions of other parties and issuing devices to access the funds in the account.

(k) Legal requirements. Your state may impose requirements on multiple-party accounts, including requirements as to how such accounts must be titled. You are solely responsible for complying with these requirements.

13. CUSTODIAL AND GUARDIANSHIP ACCOUNTS

Custodians for the benefit of a minor may establish accounts on the terms set forth under applicable law. Upon the death or resignation of the custodian, a successor custodian will be appointed in accordance with the donor's instructions or applicable law. We may act, in good faith and without a court order, on the instructions of or otherwise deal with any person purporting to make a transfer or purporting to act in the capacity of a custodian. In the absence of knowledge, we are not responsible for determining the validity or propriety of the purported custodian's designation, any act of the purported custodian, any instrument or instructions executed or given by the person purporting to make a transfer or the application of any property of the minor delivered to the purported custodian. Guardians may also establish accounts for the benefit of persons under their guardianship. Guardians must provide us with a copy of the document establishing the guardianship appointment in order to open the account. If we agree to open the account, we will honor the terms and conditions of the appointment to the extent that they are consistent with these Rules and our policies.

14. FIDUCIARIES AND AGENTS

Any individual acting as attorney-in-fact, agent, guardian, personal representative, designee authorized to make withdrawals and/or give us instructions (see Section A.7 captioned WHO CAN MAKE DEPOSITS AND WITHDRAWALS AND GIVE US INSTRUCTIONS), trustee, custodian or fiduciary (collectively, an “agent”) must be designated as such on our records. You authorize us to honor account instructions of your agent regarding your account until we receive written notice that the agency or fiduciary relationship has been terminated or actual notice, at the office where the account is maintained, of your death or incompetency. No such notice is effective until we have had a reasonable opportunity to act upon it. We will not be liable to you in any way if your agent misapplies any of the funds from your account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship. Unless prohibited by law, we may, in our sole discretion, refuse to honor a power of attorney or require that it be in a form satisfactory to us. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of our honoring a power of attorney. We may require that your agent confirm in an affidavit that the power of attorney has not been revoked or that you register the power of attorney with the appropriate recording authorities. We may restrict the types and/or sizes of transactions we permit your agent to conduct.

15. INTEREST ON INTEREST BEARING ACCOUNTS

On interest bearing accounts: (a) interest will be earned at the rate and manner of calculation to be determined from time to time by us; and (b) interest earned will be credited periodically to the account at such time or times as we determine.

16. STATEMENTS

(a) Delivery. Account statements will be mailed or delivered to you at your address shown on our records, or, at your request and in accordance with our procedures, statements will be made available to you electronically or at some other address you designate, including one of our branches. Statements will be sent or made available in accordance with applicable law and the time schedule established and modified by us from time to time. We will have the right to combine all accounts in which the primary name and primary tax identification number are the same for the purposes of delivering or making available statements and for reporting purposes. The primary name is the first name on the account title. If your account is a joint account and you have not signed up to receive statements electronically, we will mail or deliver statements to the primary named accountholder only.

(b) Your duty to promptly review. You agree to carefully examine your statement, any items, checks or copies of items or checks that we send you, any check or item images or transaction-related information that we make available to you electronically and any other account records (collectively, “Account Records”). You agree to exercise reasonable promptness in examining Account Records to determine whether any payment was not authorized because of an alteration or because a purported signature by you or on your behalf was not authorized.

(c) Reporting errors. Subject to any different rights you have under the Electronic Funds Transfer Act with respect to the time you have to review statements and report unauthorized activity and errors, you agree that you will act with reasonable promptness in examining your Account Records and notifying us of any errors in writing, discrepancies, unauthorized payments (including payments with forged or missing signatures) or alterations that you discover. Whether you have acted with reasonable promptness will depend upon the circumstances. However, you will not be deemed to have acted with reasonable promptness if you notify us in writing more than 30 days from the date the statement reflecting the error, discrepancy, unauthorized payment or alteration is first mailed, delivered or made available to you.

(d) Your failure to report an error promptly. If you fail to carefully examine the Account Records and promptly report errors as described above, you agree not to assert against us (i) any unauthorized, forged or missing signature or alteration, if you or we suffered a loss because of your failure to discover and report the problem; or (ii) any unauthorized, forged or missing signature or alteration by the same wrongdoer on items we paid after you have had a reasonable period of time (not to exceed 30 days) to examine the statement reflecting the unauthorized, forged or missing signature or alteration but before we received notice of the problem from you. Furthermore, if you fail to promptly examine and report as described above, but you are able to prove that we failed to exercise ordinary care in paying the item in question and that our failure substantially contributed to the loss, then the loss will be allocated between you and us based on the extent to which our respective failures to exercise ordinary care contributed to the loss. If you report an error, discrepancy, unauthorized payment or alteration after the 30-day period described above, you may not assert against us any claims you may have in connection with the error, discrepancy, unauthorized payment or alteration.

(e) Undeliverable statements. If any paper statement we send you is returned as undeliverable for any reason, we may suspend further mailing until we receive confirmation of your correct address. If you receive electronic statements (either through our website or via e-mail) and an e-mail we send you in connection with these electronic statements is returned as undeliverable, we will follow the procedures set forth in the agreement that governs such electronic statements. We reserve the right to destroy any undeliverable statements, including electronic statements.

(f) No statements for Option Savings. If you have an Option Savings account, you will not receive statements unless required by law.

17. LOST CHECKS AND DOCUMENTS

You agree to notify us in writing immediately of any undelivered, lost or stolen checks, passbooks, preprinted deposit or withdrawal slips, or other transaction documents. You agree to cooperate with our reasonable requests to investigate or limit any potential or actual losses related to these events. If a certified, cashier's or teller's check is lost, stolen or destroyed, you may be entitled to obtain payment of the amount of the check by filing with us a declaration of loss (at the place and in the form that we require) that affords us a reasonable opportunity to act before the check is paid. In order to obtain payment of the amount of the check, you also agree to pay any fee set forth in our fee schedule for filing a declaration of loss. However, generally no funds can be paid to you until 90 days after the date of the check (or the date of acceptance of a certified check) and funds will not be paid at all if the check is presented for payment and paid by us during this waiting period.

18. LIEN ON DEPOSITS; RIGHT TO SET-OFF

As long as any legally required disclosures are given, we will have a continuing lien on amounts in your account as security for all your liabilities to us, whether direct, contingent, past, present or future. At any time, your matured liabilities may be automatically set-off either in whole or in part against any of your accounts, even though other persons may have an interest in those accounts. Such liabilities include, to the extent permitted by law, those that may arise from other products or services you have obtained from us except credit cards. This set-off will discharge us from all liability in connection with such accounts. In order to protect our right of set-off, if you file for bankruptcy, we may place a temporary administrative hold on your account. While this hold is in effect, no checks, items, debits, fees, charges, transfers or withdrawals, regardless of how initiated, will be permitted. To the extent permitted by law, we reserve the right to set-off against direct deposits of Social Security benefits and other federal, state and/or local government benefits. This Section A.18, captioned LIEN ON DEPOSITS; RIGHT TO SET-OFF, does not apply to a regular trust account under a testamentary trust or a trust agreement which has significance apart from the account, an individual retirement account, any other tax-deferred retirement account or any other account that receives special tax treatment.

19. WHEN WE MAY “FREEZE” OR PLACE A HOLD ON YOUR ACCOUNT

You agree that we may “freeze” or place a hold on your account in the event that any of the following occurs:

- You file for bankruptcy as described immediately above in Section A.18 captioned LIEN ON DEPOSITS; RIGHT TO SET-OFF.
- We are served with legal process or a court or governmental order and it is not clear to us who has the right to the funds in your account. See Section A.37 below, captioned LEGAL ACTION TAKEN AGAINST YOUR ACCOUNT, for more information.
- A dispute arises concerning your account, including, for example, a dispute over who is authorized to make withdrawals from the account, who owns the account or who can give us instructions regarding the account.
- We suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account.

You agree that we may maintain a freeze or hold on your account until any claim or dispute has been resolved fully in our sole satisfaction or we have conducted an investigation and are satisfied that your account is not involved in any unauthorized activity. We will not be liable to you if our freeze or hold leaves insufficient funds to cover outstanding items. You agree to reimburse us for our expenses, including attorneys’ fees and expenses, arising out of any dispute and our response to it. We will give you notice of the freeze or hold unless we are not permitted by law to do so.

20. SERVICE, MAINTENANCE, INACTIVE ACCOUNT AND OTHER SPECIAL CHARGES

All deposit accounts are subject to the service, maintenance, inactive account, and other special charges we establish and disclose from time to time in accordance with applicable law. Such charges may be made against you by us to compensate us for handling such matters, including but not limited to stop payment orders, overdrafts, certified checks, dishonored checks, account inactivity, excessive account activity and special services. You also agree to pay such additional charges as we may impose for services you request that are not required to be provided by us under these Rules.

21. INACTIVE ACCOUNTS

Any account to which no deposit or withdrawal is made for a period of two years will be considered by us to be an inactive account. A deposit to or withdrawal from the account will automatically reinstate the account as active. We may assess a periodic maintenance charge on inactive accounts as described in our fee schedule. We may assess a fee on an inactive account even if another account of yours is active.

22. OVERDRAFTS

(a) What is an overdraft? An “overdraft” occurs and your account is “overdrawn” whenever the “available balance” in your account (see subsection (d), regarding ledger and available balances) is below \$0 at or immediately after the time an item is processed for payment, a fee is assessed or a deposit is reversed. The amount of the overdraft is the amount you would need to deposit to eliminate the overdraft and bring the account balance back to \$0. An “overdraft item” is any item that, if paid or given effect, would create an overdraft or increase the amount of an existing overdraft.

(b) Our general overdraft policy. We generally have no obligation to approve or pay overdraft items, and we make decisions concerning overdrafts in our absolute discretion. (However, under ATM/debit card network rules, we generally need to pay certain ATM and debit card transactions (so-called “must-pay items”) if we have previously authorized payment of such transactions and the items are presented to us for payment reasonably soon after authorization.) Where permitted by law, we charge fees for

overdraft items processed for payment, whether they are paid or dishonored. See subsection (f) regarding overdraft and related fees. For these reasons, we encourage you to keep careful track of your available balance, as well as any deposits and transactions that may not yet be reflected in your available balance at any given time. Relevant information about your account can be obtained online, in-person at our branches or by phone.

(c) Overdraft protection plans. We offer formal overdraft protection plans that can help you reduce the fees you pay in connection with overdraft items and also help you engage in transactions that might otherwise be declined ("Protection Plans"). Under our Protection Plans, we will transfer funds from a linked deposit account or a linked secured or unsecured OptionLine line of credit to the protected account if you have sufficient funds in the linked account or line of credit. Protection Plans do not automatically apply to your account. Rather, you must enroll in them to participate. You must apply and be approved for a Protection Plan linked to a line of credit. Protection Plan transfers from lines of credit are loans. These loans will bear interest as provided in your line of credit documents. **The discussion in this Section 22, captioned OVERDRAFTS, assumes that, before acting on any overdraft item processed for payment, we will first make any loan or fund transfer to which you are entitled under any Protection Plan we have in place for you. It also assumes that, before responding to any authorization request for an ATM or debit card transaction that would be an overdraft item if it were paid immediately at the time of the authorization request, we will first consider whether you are entitled to any such loan or fund transfer.**

(d) Ledger and available balances. To understand our rules and policies regarding overdrafts, you need to understand the difference between your account's "ledger" balance and "available" balance. As used in these Rules:

- The "ledger" balance at any time includes all funds on deposit in your account (whether or not the funds have been collected and whether or not the funds are available for withdrawal under our funds availability policy and other limitations that might apply). Except for a limited category of "real-time transactions," where the ledger balance is immediately adjusted (see subsection (i), regarding processing order), the ledger balance is not adjusted for deposits, withdrawals and other transactions until we conduct our end-of-day item processing. The ledger balance is not reduced by ATM and debit card transactions we have authorized but have not paid.
- The "available" balance at any time equals the ledger balance, adjusted as follows:
 - We deduct from the ledger balance any amount included in the ledger balance that is not available for withdrawal under our funds availability policy and other limitations that might apply.
 - Immediately upon authorizing a "must-pay item" (see subsection (b)), we deduct the authorized amount. For lodging transactions, we are frequently asked to authorize the cost of a single night's stay. For gasoline purchases, we may be asked to authorize a \$100 purchase, even if the amount of the purchase is less than \$100. (In such cases, we will typically adjust the available balance within a matter of hours, if and when we receive notice of the actual purchase amount.)
 - If we authorize a must-pay item (and accordingly deduct the authorized amount in determining the available balance), we add back the deducted amount immediately before we begin processing deposits and payment items at the end of either the business day during which the item is presented for payment or the third business day after we authorize the item, whichever comes first.

(e) We are not required to pay overdrafts. Except for our payment obligations under network rules regarding must-pay items we have authorized, we are not required to pay any overdraft item submitted for payment, including any overdraft item in the form of a check, ACH item, transfer to another account or teller withdrawal. We are not required to authorize any ATM or debit card transaction that would be an overdraft item if it were immediately paid.

(f) Overdraft and related fees. Subject to applicable law and the overdraft elections you make (see subsection (g)):

- If an overdraft item is presented for payment and the overdraft amount would exceed a "Minimum Amount" of \$5.00 for consumer accounts or \$1.00 for non-Consumer accounts if the item were to be paid, we will charge your account an Overdraft Fee if we pay the item. However, we will not charge Overdraft Fees on ATM and/or one-time debit card overdraft items unless the "all-in election" described in subsection (g)(iii) applies. Moreover, we will not charge more than four Overdraft Fees for consumer accounts on any business day.
- If we make one or more transfers to your account under a Protection Plan on any business day, we will charge your account a single Transfer Fee that business day, as set forth in our fee schedule. However, we may decide, in our discretion, not to charge a Transfer Fee in certain circumstances.

(g) Overdraft elections. You elect whether to authorize us to pay none of your overdraft items, some of your overdraft items or all of your overdraft items, as described in more detail below. You may change your election from time to time online, by phone, by mail or in-person at one of our branches.

(i) Partial Coverage Election (Default Election for Consumer Accounts): If: (A) your account is established for personal, family or household purposes (a "consumer account") and you do not make any special overdraft election; (B) you make this election with respect to a consumer account after first making another election; or (C) you make this election with respect to a non-Consumer account, we will not charge any Overdraft Fee on an ATM or one-time debit card transaction unless you affirmatively consent or "opt in" to payment of such charges, as described in clause (iii). Accordingly, if your account is a consumer account and you do not opt in, we will typically refuse to authorize ATM and one-time debit card transactions that would be overdraft items if paid immediately. However: (A) without charging an Overdraft Fee, we will honor overdraft items of this type if we have authorized the items and are required to honor them under ATM/debit card network rules; (B) again without charging an Overdraft Fee, we may honor overdraft items of this type in other circumstances, in our discretion; and (C) we may honor or dishonor all other types of overdraft items (for example, checks, ACH transfers and recurring debit card transactions) in our absolute discretion and may charge you Overdraft Fees with respect to such transactions.

(ii) All-Out Election: You may affirmatively elect for us not to honor any overdraft items (except must-pay items we are required to honor under network rules). If you make this election, we will not charge your account Overdraft Fees.

(iii) All-In Election (Default Election for Non-Consumer Accounts): If: (A) your account is a non-Consumer account and you have not made an all-out election; or (B) your account is a consumer account and you affirmatively opt in to payment of charges for ATM and one-time debit card overdraft items, we will decide in our absolute discretion whether or not to honor or dishonor any overdraft item and whether or not to authorize any ATM or debit card transaction that would be an overdraft item if paid immediately. We will charge all applicable Overdraft Fees.

(h) Eliminating overdrafts. If your account is overdrawn for any reason, you agree to eliminate the overdraft immediately upon demand even if you did not cause or benefit from the overdraft. Failure to immediately repay an overdraft upon demand may give rise to permanent closure of your account, the reporting of your failure to credit reporting agencies and other adverse consequences. Subject to

applicable law, we may use any funds deposited into your account (including direct deposits of Social Security benefits and other government benefits) to cover an overdraft and any associated fees, regardless of who caused or benefited from the overdraft or made the deposit. You must reimburse us for any liability or expense we incur in attempting to collect the amount of any overdraft. We may charge the amount of the liability or expense against your account or collect it in any other way.

(i) Processing order. Most items are processed for payment on business days after the close of business. However, certain "real-time transactions" are processed immediately. The main type of real-time transaction is a transfer from one deposit or loan account at the Bank to another deposit or loan account at the Bank, such as an online transfer from your checking account to a family member's checking account with the Bank. If a real-time transaction of this type would create an overdraft (negative available balance) on an account that is subject to a Protection Plan, any Protection Plan transfer made to avoid the overdraft is not processed as a real-time transaction, but the amount needed (if available in your Protection Plan account) immediately appears as a pending credit to your available balance until nightly processing. A calculation is then made during nightly processing to determine if this transfer is needed to avoid an overdraft as described in 22(f). If the transfer is not needed to avoid an overdraft, the funds remain in your Protection Plan account, and no Transfer Fee will be charged. Subject to applicable law, after the close of business each business day we will process and apply in any order we choose all items that are not real-time transactions, including deposits, checks, ACH items, ATM and debit card transactions, fees and charges and other debits and credits processed on such business day. We will not choose a processing order designed to maximize fees but you should understand that we have no obligation to minimize your Overdraft and Transfer Fees and that the processing order we select may result in your incurring more fees than you would if we were to process these items in a different order.

23. CHANGES TO THE RULES

(a) Changes we may make. Subject to applicable law, we may change these Rules at any time. A change includes adding new terms not related to existing terms, deleting terms and amending existing terms. We may add new types of accounts and services and eliminate existing accounts and services. We may also convert an existing account or service into a new account or service, increase or decrease our fees and charges or change how we calculate interest, fees and charges.

(b) Effect of change. If we make a change, the version of the Rules reflecting the change completely replaces all prior rules that may have governed your account. You agree to be bound by any changed rules if you continue to keep your account open beyond the effective date of the change. If you do not wish a change to apply, you should close your account as described in these Rules before it takes effect.

(c) Change notices. Before we make a change, we will give you any notice required by applicable law for the change to become effective. We are not required to give you notice if we are permitted by law to make the change without notice. We may (but are not required to) give you notice of a change we make because of a security concern or an emergency or where the change is beneficial to you. To the extent permitted by law, when we are required to provide you with notice of a change, we will do so by (a) posting a notice of the change in our branches and/or on our website; (b) notifying you by regular mail or, if you have consented, electronic mail; (c) including a message on your periodic statement; (d) using some other appropriate method; or (e) following the notice procedures set forth in applicable law. A notice of a change that we provide or send to one account owner is binding on all owners.

(d) Undeliverable notices. If we send you notice of a change that is returned as undeliverable or if we do not send you notice of a change because prior communications were returned as undeliverable, you understand that we will make the notice available to you through our branches. You agree that

this method of delivery is valid and that a change notice made available through the branch binds you even if you do not come into the branch to obtain the notice.

24. NOTIFICATION TO US

You agree to promptly notify us in writing of any change in your name, mailing address, telephone number (including any wireless telephone number) or e-mail address. Your personal representative must promptly notify us if you die or are declared to be incompetent. Any account-related notification you send us will not be effective until we actually receive it and we have had a reasonable opportunity to act upon it. Until such time, we may rely upon the information appearing on our records in sending any account statement, notice of change of these Rules or of the establishment, increase or decrease in charges or any other account-related information.

25. ACCOUNT CLOSURE

Either you or we may close your account at any time by providing written notice of closure to the other. Upon account closure, and subject to our collection of any deposits to your account, we will mail you a check for any final balance. Even if your account is closed, you will still be responsible for any overdrafts, outstanding items or unpaid charges or items credited to your account which are returned unpaid, whether incurred before or after account closure. If we paid interest on your account, no interest will accrue after closure.

26. RELEASING ACCOUNT INFORMATION

You agree that we may release information about you or your account as required or permitted by law, including, for example, for tax purposes, to combat money laundering or in response to subpoenas, court orders or government investigations.

27. APPLICABLE LAW

Your account (except the Arbitration Provision) is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and the primary accountholder's address is in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of the address of the primary accountholder in our records at the time the account is opened. If the primary account holder does not reside in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the Commonwealth of Pennsylvania. However, in the event that legal process (see Section A.37, captioned LEGAL ACTION TAKEN AGAINST YOUR ACCOUNT) is brought against your account, such legal process shall be governed by the law of the state of residence of the accountholder to which the legal process relates when required by applicable law.

For all accounts: The interest rate and other terms applicable to accounts are subject to change by us without prior notice to the extent necessary to comply with applicable law.

For non-Consumer accounts: Notwithstanding anything to the contrary herein, all non-Consumer accounts will not be subject to the Electronic Funds Transfer Act (Regulation E).

28. DEPOSITS BY MINORS

We may establish accounts for, accept and receive deposits from and honor withdrawal requests and other account instructions made by minors on the terms set forth in applicable law. If you are a minor, your parent or guardian shall not in his or her capacity as parent or guardian have the power to

withdraw or transfer funds in your account. Any action of yours with respect to your account shall be binding on you with the same effect as though an adult.

29. CONSENT TO RECORDING, MONITORING AND USE OF TELEPHONE AND ELECTRONIC COMMUNICATIONS

You agree that your telephone communications with us and our service providers may be monitored and/or recorded to assure the quality of our service. We have no obligation to retain or provide you with copies of these recordings. You authorize us and our service providers to make calls, leave recorded messages, send e-mails and/or send text messages to you at any telephone number or e-mail address you have provided to us and/or our service providers, including a wireless telephone number that could result in charges to you, for all purposes related to the servicing of your account or to collect any amounts you owe. You understand that these calls, e-mails and/or text messages may be made to you using technologies including, but not limited to, automatic telephone dialing or e-mail systems or artificial or prerecorded voice messages.

30. ACH TRANSACTIONS

From time to time, you may be a party to an Automated Clearing House ("ACH") entry or an entry sent over a similar network, which may be credited or debited to your account. You agree that any such transaction will be governed by NACHA operating rules or other relevant network rules then in effect for any such transactions. You agree that we may rely on the promises of the originator of the transaction set forth in the NACHA operating rules or other relevant network rules in debiting or crediting your account. We will notify you of the receipt of any such debit or credit only in your account statement. You agree that payment of such entries will be processed on the basis of your account number, even if the correct name is not included in the entry. Please see the Electronic Funds Transfer Systems Disclosure Statement for more details about electronic fund transfers.

31. NOTICE AND CURE

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to these Rules or your account (a "Claim"), the party asserting the Claim (the "Claimant") must give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you will be sent in writing by mail to the address you have provided us (or any updated address you have subsequently provided to us). Any Claim Notice to us must be sent by mail to our Notice Address (see Section A.1 captioned BASIC TERMS), attention: Legal Department. (A written or electronic payment demand by us constitutes a valid claim notice.) Any Claim Notice you send must give your account number, address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. (This Section A.31, captioned NOTICE AND CURE, does not limit our right of set-off under these Rules.) Notwithstanding the foregoing, Claimant may seek temporary injunctive relief with or without providing the Claim Notice or waiting the 30-day notice period.

32. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THESE RULES OR YOUR ACCOUNT. THIS JURY TRIAL WAIVER DOES NOT AFFECT THE JURY TRIAL WAIVER IN THE ARBITRATION PROVISION (REGARDLESS OF WHETHER YOU DID NOT OR DO NOT REJECT IT).

33. CREDIT REPORTING NOTICE

We have the right to report information about your account to any consumer reporting agency. If you believe that any information that we have furnished to a consumer reporting agency in connection with your account is inaccurate, or if you believe that you have been the victim of identity theft in connection with your account, write to us at our Notice Address (see Section A.1 captioned BASIC TERMS). In

your letter (i) provide your name, address and account number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report acceptable to us.

34. EXCLUSIONS

These Rules do not apply to certificate of deposit accounts, individual retirement or other tax-deferred retirement accounts.

35. COMPLIANCE WITH LAW; SEVERABILITY

These Rules are subject to applicable law and are deemed to be revised automatically to the extent (and only to the extent) required by applicable law. Except as provided in the Arbitration Provision, if any provision of these Rules violates any law or is unenforceable for any reason (even in light of the prior sentence), such provision will not be a part of these Rules. All other provisions of these Rules will remain in effect, and no provision of these Rules will be affected in any way by the invalidity or unenforceability of any other provision.

36. OUR RIGHTS ARE CUMULATIVE

All of our rights under these Rules, other account documents and applicable law are cumulative and not exclusive, and we can exercise any right without losing any other rights. We can delay enforcing our rights without losing them. We can also waive our right in any instance without affecting our right to exercise those rights in the future.

37. LEGAL ACTION TAKEN AGAINST YOUR ACCOUNT

Except as otherwise provided herein for multiple-party accounts, if an attachment, garnishment, levy, order, decree or other state or federal legal process (collectively, "legal process") is brought against your account, we may refuse to permit or we may limit withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that appears or is purported to be legal process issued out of any court or governmental agency, you hereby authorize us to accept and comply with it, no matter how it was received by us. We will comply with such process as we determine to be appropriate in the circumstances without liability of us to you, even if the legal process or document purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leave insufficient funds to pay a check you have written or any other withdrawal or debit you have authorized or initiated. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of any such document or legal process or our handling of such document or legal process. You agree that we may (i) charge any expenses and fees related to any such document or legal process to your account or any other account you may have with us without prior notice to you, (ii) bill you directly for such expenses and fees or (iii) to the extent permitted by law, deduct such expenses and fees from the amount levied. Any garnishment, attachment or other levy against your account is subject to our right of set-off and any security interest we may have. You also authorize us to pay adverse claims as permitted under applicable law. Nothing in this Section 37, captioned LEGAL ACTION TAKEN AGAINST YOUR ACCOUNT, should be interpreted as your waiving any applicable federal or state law exemption for funds subject to legal process.

38. WAIVER OF NOTICE OF DISHONOR

You waive any notice of non-payment or dishonor regarding any items credited or debited to your account. Accordingly, if a check or other item, which you deposited, is dishonored and returned to us, we are not required to notify you of the dishonor.

39. STANDARD OF CARE

We owe you a duty only of ordinary care. Our own internal policies do not impose a higher standard of care than would otherwise apply. We are not responsible for any loss or damage we cause you unless we failed to exercise ordinary care.

40. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

NEITHER BANK NOR ANY PARTY RELATED TO BANK (INCLUDING ITS PREDECESSORS, PARENT, AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SHAREHOLDERS AND AGENTS) (COLLECTIVELY, THE "BANK PARTNERS") WILL BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, STATUTE OR TORT OR WHETHER THE LIKELIHOOD OF SUCH CLAIM IS KNOWN TO EITHER YOU OR US. To the fullest extent permitted by law, we are not liable to you for errors that do not result in a financial loss to you or for damage caused by (a) actions we take that are consistent with these Rules; (b) our delay or inability to perform our obligations under these Rules due to circumstances beyond our control, including, for example, natural disasters, hurricanes, fires, power failures, telecommunications network failures, acts of God, wars and civil unrest; (c) you're not following these Rules; or (d) our exercise of ordinary care. Our liability for any claim you make will be limited to the amount of any item, transaction, deposit or withdrawal we improperly handle. You agree to indemnify the Bank Parties for all claims arising out of our performance under these Rules. You agree that this indemnification survives the termination of these Rules.

41. VERIFICATION OF ITEMS AND TRANSACTIONS

All items and transactions when received will be subject to verification by us and, in our discretion, and to the extent permitted by applicable law, may be deemed to occur on our next business day.

42. ELECTRONIC SIGNATURES AND RECORDS

If you sign a signature card or other account-related document or agreement on a digital signature pad, at an electronic terminal or over the Internet, you agree that the electronic signature you provide or the action you take to show your consent (e.g., clicking an "I AGREE" button) is the same as a "wet" signature that you would have provided by signing your name to a paper document and has the same legal effect as a signature by your own hand. You agree that we may retain records relating to your account, including the signature card, electronically and that you will not contest the validity, authenticity or enforceability of any such records or an electronic signature because they are in electronic form.

43. BANKRUPTCY NOTICES

Any notice required to us under the Federal Bankruptcy Code must be in writing, must include your account number and must be sent to our Notice Address (see Section A.1 captioned BASIC TERMS).

44. ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATIONS

You are responsible for verifying that the way your account is titled is consistent with your instructions. We make no promise to you as to the appropriateness of your account ownership or beneficiary designations.

45. REPORTING INFORMATION TO FEDERAL AND STATE TAXING AUTHORITIES

When required by law, we report information to federal, state and local taxing authorities on interest and other forms of income you receive, including the cash value of prizes or awards you may win in connection with contests, promotions or sweepstakes we offer.

46. COPIES OF CHECKS AND OTHER ITEMS

We will retain copies of checks and other items for as long as we are required to by law and our own document retention policies. After this time, we may destroy them. We have no obligation to retain

original items. To the extent permitted by law, we are not liable to you for any losses caused by a copy of an item being unavailable or of poor quality. We may retain copies of items and other records in any form, including, for example, paper, microfilm or electronic image. We may assess a fee for copy requests as set forth in our schedule of fees.

B. PROVISIONS APPLICABLE TO ALL CHECKING ACCOUNTS, INTEREST CHECKING ACCOUNTS AND MONEY MARKET ACCOUNTS

In addition to the general provisions set forth above, the following provisions are applicable to checking accounts, interest checking accounts and money market accounts, unless the context indicates otherwise.

1. STOP PAYMENT ORDERS

(a) *How to place.* If we have not already paid a check or other item, then at your request and risk we may accept a stop payment order on it. We may accept stop payment orders by mail, phone, in-person at a branch or, if you have requested online banking services, in accordance with the terms of the online banking services. We may accept stop payment orders (and cancellations of such orders) from anyone who has the right to withdraw funds from the account. If the stop payment order (or a renewal of a stop payment order) is communicated to us by phone, we may require that you confirm the order in writing. Written stop payment orders must be sent to us at our Notice Address (see Section A.1 captioned BASIC TERMS), attention: Stop Payment.

(b) *Exact amount of check or item needed.* Your stop payment order must include the item's number (if it is a check), amount, date and payee and must be received by us in time to give us a reasonable opportunity to act on it. We use a computer system to identify items. Any stop payment order must include the exact amount of the item or our systems may not be able to stop the item. This means that if the amount of the item (as presented) differs by just one penny from the amount you specify in your stop payment order, the stop payment order will not likely be effective. Because items may be presented for deposit in different ways, including, for example, at a branch by the person to whom the item is payable, it is possible that we may pay an item even though a stop payment order is in place.

(c) *How long an order lasts.* A stop payment order confirmed in writing will be effective for six months and may be renewed for successive six-month periods by notice given to us prior to the expiration of the then-current period.

(d) *Ineligible items.* We do not have to stop payment on a check that we have certified, on a cashier's or teller's check, or on an item we have accepted. However, if a certified, cashier's or teller's check is lost, stolen or destroyed, you may be able to obtain payment of the amount of the check by following the procedures for lost checks described above in Section A.17 captioned LOST CHECKS AND DOCUMENTS.

(e) *Checks converted into electronic payments.* We will not likely be able to stop a check that has been converted into an electronic fund transfer ("EFT") (i.e., an electronic debit that is processed over the ACH network or a similar network). (A merchant that converts a check into an EFT should give you notice of this. For more information about converted checks, see Section B.14 below captioned CHECK CONVERSION.) When a check is converted in this way, it is presented to us as an EFT, not as a check, and may not be detected by our systems. We have no liability to you if we fail to act on a stop payment order where the specified check has been converted into an EFT. This Subsection B.1(e) does not apply to so-called "truncated checks," which are described below in Section B.5 captioned TRUNCATED CHECKS.

(f) *Other electronic payments.* This Subsection B.1(f) applies to an EFT other than one resulting from the conversion of a paper check as described immediately above in Subsection B.1(e). If we

accept a stop payment order on an EFT, the order will not become effective for up to three business days and we may require you to supply us with the following information before placing the order (in addition to the information specified above in Subsection B.1(b)): the name of the entity or person initiating the EFT and the identification number of that entity or person (which may be obtained from that entity or person). If we use identification information about the entity or person initiating an EFT to attempt to stop payment (and not information about the exact amount of the EFT), we will likely need to stop all EFTs initiated by that person or entity. If the identification information is not correct, the EFTs will not be stopped. If you seek to stop payment on a series of EFTs initiated by the same person or entity, we may require you to place separate stop payment orders for each EFT in the series.

(g) Limitations. Additional limitations on our obligation to stop payment are provided by law. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of our stopping payment on an item and becoming liable to anyone else or paying anyone else's claim which is made because of the stop payment order. If we fail to obey a stop payment order, we will not be liable to you for payment of the item covered by the order or for the nonpayment of other items due to insufficient funds caused by paying the item which you had wished stopped, unless we have not exercised ordinary care in handling the matter. Ordinary care means entering information about the item into the automated systems that process items and that have the ability to identify and stop items before payment.

(h) Cancelling a stop payment order. You may cancel a stop payment order by mail, phone, in-person at a branch or, if you have requested online banking services and the services provide for the cancellation of stop payment orders, in accordance with the terms of the online banking services to cancel a stop payment order. If you cancel the stop payment order by phone, we reserve the right to require that you confirm the cancellation in writing. The cancellation is not effective until we have an opportunity to act on it.

2. POST-DATED CHECKS

If we pay any check before the date which appears on the check, we will not be liable for any resulting expense or damage, whether arising from the nonpayment of other items because of insufficient funds or otherwise. If you want us not to pay a post-dated check, you must place a stop payment order on it (see Section B.1 captioned STOP PAYMENT ORDERS).

3. SUB-ACCOUNTS

We may at our option establish two sub-accounts for each transaction account. If we decide to establish sub-accounts, one sub-account will be a transaction account and the other will be a savings account. We may transfer varying portions of your account balance between these two sub-accounts, but we will report to you only your total account balance, which will be unchanged by the establishment of the sub-accounts. The interest you earn on your interest checking account, any minimum balance requirements for your account and your use of your account will not be affected in any way by our establishment of any sub-accounts.

4. STALE CHECKS

A check (other than a certified check) presented for payment more than six months after its date is considered to be "stale-dated." As long as we do so in good faith, we may, in our discretion, pay a stale-dated check or return the check unpaid.

5. TRUNCATED CHECKS

Checks you write may be converted into electronic images (i.e., truncated) during the check collection and return process. If you elect to have your bank documents printed by a vendor that we have not approved or you use check stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation or you make your check out in such way (e.g., using a lightly colored ink) that causes critical data to disappear upon truncation, you will be doing so at your own

risk. We are not liable for processing errors or delays, losses or our failure to process any such item due to printing inaccuracies, faulty magnetic ink, encoding of critical data or the failure of critical data printed or written on the item to survive truncation. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of your issuing or depositing an item containing features or ink that cannot be properly imaged. Following conversion, any paper check in our possession may be destroyed.

6. SUBSTITUTE CHECKS AND IMAGES OF CHECKS

Items that have been truncated may also be reconverted into substitute checks or other replacement documents. Under federal law, we are required to accept substitute checks with warranties as the legal equivalent of the original and we will pay and charge against your account such substitute checks. Moreover, you agree that we may at our discretion pay and charge against your account photocopies, image replacement documents, electronic checks or other paper or electronic replacements of the original item that do not constitute substitute checks, if they are legitimate replacements for properly drawn and authorized items. You agree to allow any imaged document or copy to serve as the original for all purposes, including, for example, charging your account or determining the validity of a signature. We may refuse to pay any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form we have approved.

7. REDUCED FLOAT TIME ON TRUNCATED CHECKS

Checks that are converted into electronic images may clear through the payment system faster than traditional paper checks. Accordingly, when you pay someone with a check, you should not rely on “float” time and you should have funds in your account sufficient to cover the check. You should be aware that it is likely that a check you write will be converted into an electronic image.

8. MATERIALS ON THE BACK OF A CHECK YOU WRITE

If any printing, stamps, endorsements or other materials appear on the back of a check outside the area extending 1.5 inches from the trailing edge of the check (i.e., the left side of the check when viewing it from the front), such materials could interfere with endorsements by banks and cause delays in processing the check. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of the delayed processing of a check caused by printing, stamps, endorsements or other materials on the back of any check drawn on your account that extend outside the area extending 1.5 inches from the trailing edge of the check.

9. ERRORS BY OTHERS IN PROCESSING CHECK YOU WRITE

We are not liable for losses caused by the failure or willful or negligent action of any correspondent, agent or subagent or for losses in the course of the collection process. We are not liable for losses resulting from any check being misrouted or from a delay in the return of any check because of the illegibility of a depository institution’s endorsement caused by markings or other materials placed on the back of the check at the time you issued it.

10. THIRD PARTIES

If someone comes into a branch seeking to cash a check drawn on your account, we may refuse to cash the check if the person does not satisfy any identification or fee requirements that we may impose.

11. BAD CHECK STOCK

Review your new and replacement checks carefully. You agree to bear the risk of loss on any check you write that contains defects, including, for example, bad magnetic ink, duplicate check numbers, printing inaccuracies or erroneous encoding. If we notify you that our routing number (i.e., the nine-digit number that identifies us and that typically appears next to your account number on a check) and/or your account number has changed, you agree to use checks, deposit slips and other account

documents that reflect these changes and to not use checks, deposit slips or other account documents with outdated information. We are not liable to you for losses caused by your failure to use proper routing or account numbers.

12. FACSIMILE OF SIGNATURE

You authorize us to pay any item drawn on us that reflects a facsimile signature, regardless of by whom or by what means the facsimile signature may have been affixed, as long as the facsimile signature resembles the signature specimen filed with us. We are not liable for alterations or forgeries done by facsimile signature or by other methods not susceptible of detection through the exercise of ordinary care.

13. CHECK SERIAL NUMBERS

If you buy checks from a third party vendor and not through us or if you print your own checks, you must be sure that you do not issue more than one check with the same serial number. If you issue such duplicate checks, we may either pay or dishonor the duplicate check, and we are not responsible for any loss, cost or expense that you incur as a result.

14. CHECK CONVERSION

From time to time, you may authorize a merchant or service provider to use one of your checks as a source of account information in order to initiate an electronic fund transfer ("EFT") from your account. If you authorize such a transaction, the merchant or service provider will use certain information from your check, along with other information concerning the transaction (such as the amount), to initiate an EFT from your account over the ACH network or another network. The merchant or service provider only uses the check as a source document for the information it needs to initiate an EFT. The funds will be debited from your account and deposited into the merchant or service provider's account. A description of the transaction containing the serial number of the check used to initiate it will appear on your monthly statement. However, because the merchant or service provider does not forward the check to us, it will not be included with your statement or otherwise be available to us. If you authorize a merchant or service provider to use one of your checks to initiate this type of transaction, the transfer is governed by the Electronic Funds Transfer Act and is not subject to the rules for normal check transactions.

If we return a check you give a merchant because of insufficient or uncollected funds, the merchant may, instead of representing the check, use information from the check to initiate an EFT to your account for the amount of the check. In order to do this, the merchant must give you a notice (before accepting your check) that information from your check may be used to initiate an EFT if the check is returned. A description of the transaction containing the serial number of the check will appear on your monthly statement from us. However, because the merchant uses the check to initiate an EFT (and does not seek payment on the check), the check will not be included with your statement.

15. ATM SAFETY NOTICE

When you use an automated teller machine to access your account, particularly during hours of darkness you should (i) be alert and aware of your surroundings and defer transactions if circumstances cause you to be apprehensive for your safety; (ii) close the entry door after entering any ATM facility that has a door; (iii) place withdrawn cash securely upon your person before exiting any ATM facility; (iv) be accompanied by another person; (v) refrain from displaying cash, place your cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as your car or home; (vi) use another ATM or return at a later time if anything suspicious is noticed; (vii) cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an ATM; and (viii) immediately report all crimes to the operator of the ATM and to local law enforcement officials. If you have a complaint about the security of an ATM, please contact the operator of the ATM or, for ATMs located in New Jersey, the New

Jersey Department of Banking and Insurance at (800) 446-7467. For ATMs that we operate, you may contact us at (800) 385-8664.

C. PROVISIONS APPLICABLE TO ALL INTEREST CHECKING, OPTION SAVINGS, STATEMENT SAVINGS AND MONEY MARKET ACCOUNTS

1. SEVEN DAY NOTICE

If your account is an interest checking, statement savings or money market account, we reserve the right to require you to give us seven days advance written notice of any withdrawal or transfer of any funds. If at any time we decide to require the seven day notice, and that notice is not given by you, we may return the check, item or debit unpaid without incurring any liability of any kind because of such nonpayment and return.

2. LIMITS ON MONEY MARKET ACCOUNT TRANSACTIONS

If your account is a money market account, you may make no more than twelve (12) transfers and withdrawals, or a combination thereof, per calendar month or statement cycle (or similar period) of at least four weeks, to another account of yours with us, or to a third party, by means of (a) a preauthorized or automatic transfer, (b) a telephonic (including data transmission) agreement, order or instruction; (b) a check, draft, debit card, or similar order made by the depositor and payable to third parties; or (c) a preauthorized or automatic transfer from an account with the Bank for payments on residential mortgage loans serviced by the Bank.

3. LIMITS ON SAVINGS ACCOUNT TRANSACTIONS

If your account is a statement savings account, you may make no more than twelve (12) transfers and withdrawals, or a combination thereof, per calendar month or statement cycle (or similar period) of at least four weeks, to another account of yours with us, or to a third party by means of (a) a preauthorized or automatic transfer; (b) a telephonic (including data transmission) agreement, order or instruction; or (c) a preauthorized or automatic transfer from an account with the Bank for payments on residential mortgage loans serviced by the Bank. A savings account cannot be accessed by a check, draft or similar order payable to a third party or by debit card.

4. LIMITS ON OPTION SAVINGS ACCOUNTS

If your account is an Option Savings account, you will not have the right to make withdrawals from the account for seven days after the account is opened. If you make a withdrawal after this time but before the account matures, you will be assessed a penalty as set forth in our applicable fee schedule.

D. NOTICE REGARDING SUBSTITUTE CHECKS AND YOUR RIGHTS IF YOUR ACCOUNT IS USED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES

1. WHAT IS A SUBSTITUTE CHECK?

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

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

2. WHAT ARE 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 also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

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

3. HOW DO YOU MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling or writing using the number or address shown on your periodic statement. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

E. ARBITRATION PROVISION

THIS ARBITRATION PROVISION MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY AND KEEP IT FOR YOUR RECORDS.

1. NATURE OF ARBITRATION PROVISION

Arbitration is a method of deciding disputes outside the court system. This Arbitration Provision governs when and how any disputes you and we may have will be arbitrated instead of litigated in court. If you have any questions about this Arbitration Provision, please feel free to call us at (800) 385-8664 and speak with one of our Customer Service Representatives. To the extent you receive an extension of credit as defined by the Military Lending Act under this Agreement and are a covered military borrower, then this Arbitration Provision does not apply to you.

2. YOUR RIGHT TO REJECT THIS ARBITRATION PROVISION

You have a one-time right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will have no effect on any of the other Rules, the terms of the deposit account covered by these Rules (the "Account") or any prior account or any other services we may offer. For you to reject this Arbitration Provision, we must receive from you a signed writing stating that you reject the Arbitration Provision ("Rejection Notice") within 30 days after Account opening or 30 days after amendment of this provision in accordance with Section E.16. The Rejection Notice must include your name, address and Account number and must be mailed to us at the Notice Address or faxed to us at (717) 581-3260. You may send the Rejection Notice to us in any manner you choose (for example, by regular mail or by messenger service) so long as we receive it at the specified address or fax number by the specified date. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf.

3. EFFECTIVENESS OF ARBITRATION PROVISION IF NOT REJECTED

If you do not reject this Arbitration Provision, it will become effective when you sign a signature card, complete other account opening documents, request an account, open an account, transact on an account or maintain an account.

4. CERTAIN DEFINITIONS

Certain words used in this Arbitration Provision have special meanings: "we," "us," "our" and similar terms do not mean just Fulton Bank, N.A. (the "Bank"). These terms also include: (a) predecessors and any potential successors of the Bank; (b) the Bank's parent company, Fulton Financial Corporation (the "Parent Company"); (c) all companies owned or controlled by the Parent Company or the Bank; (d) any prior issuer of the Account, if we have acquired the Account; and (e) all of the employees, officers, directors, agents and representatives of these companies. Finally, if either you or we elect to arbitrate any Claim you bring against us, these terms include any other person or company against whom you make a Claim in the same proceeding. "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration, another arbitration provider shall be selected by the parties or by a court with jurisdiction provided that the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the Class Action and Multi-Party Waivers set forth below in Section E.7 captioned CLASS ACTION AND MULTI-PARTY WAIVERS.

5. DEFINITION OF "CLAIM"

"Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this agreement, your account, any ATM Card, debit card, check card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), formal overdraft protection arrangements and informal overdraft services, including any overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft items, and the advertising, disclosures, practices, procedures and agreements related to the foregoing, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. "Claim" includes disputes arising from actions or omissions prior to the date of this agreement (or prior to the time this Arbitration Provision becomes part of the agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, Section E.7, captioned "CLASS ACTION AND MULTI-PARTY WAIVERS" (the "Class Action Waiver"), the final sentence in Section E.14, captioned "CONTINUED EFFECT OF ARBITRATION PROVISION; SEVERABILITY," and/or

this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term “Claim” includes any dispute about the validity or enforceability of this agreement as a whole. Claim does not include an individual action brought in small claims court. If an individual action originally brought in small claims court is transferred, removed, or appealed to a different court, it is then eligible for arbitration at either party’s request.

6. JURY TRIAL WAIVER

IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

7. CLASS ACTION AND MULTI-PARTY WAIVERS

IF YOU OR WE ELECT TO ARBITRATE OR REQUIRE ARBITRATION OF A CLAIM, YOU WILL NOT HAVE THE RIGHT: (a) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (b) TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (c) TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION WITH CLAIMS INVOLVING ANOTHER PERSON’S ACCOUNT. These agreements are referred to as the “Class Action and Multi-Party Waivers.” The arbitrator shall have no authority to hear any arbitration in conflict with the Class Action and Multi-Party Waivers. For the avoidance of doubt, the terms of this Section shall have no impact upon the applicability of the terms and conditions in Section E. 8 and upon the rights that Section E. 8 confers upon us to arbitrate, in a coordinated fashion, any Claim(s) that fall within the scope of a Mass Arbitration.

8. MASS ARBITRATION

You and we also agree that, if twenty-five (25) or more Claim(s) arise against You or we regarding the same or substantially similar Claim(s) (a “Mass Arbitration”), such Claim(s) will be arbitrated in a coordinated fashion such that the arbitrator shall: (1) administer the arbitration demands together; (2) appoint one arbitrator for the coordinated demands; and (3) issue one set of case management, hearing and administrative fees due per side, one procedural calendar, and one hearing (if any) in a place to be determined by the arbitrator. For the avoidance of doubt, the AAA Mass Arbitration Supplementary Rules shall apply to any Mass Arbitration undertaken pursuant to this paragraph to the extent they are not inconsistent with this paragraph. To the extent that You or We disagree on the application of the provisions of this paragraph, the disagreeing party shall advise the arbitrator, and the arbitrator shall stay the arbitrations pending a determination of the applicability of this section and process by a court of competent jurisdiction. In such a proceeding, the prevailing party may recover its reasonable attorneys’ fees and costs in connection therewith, if permitted under applicable law.

9. STARTING OR REQUIRING ARBITRATION

You or we can give written notice of an intention to initiate arbitration of a Claim or to require arbitration of the other party’s Claim. This notice can be given by a party even if the other party has begun a lawsuit, and a party who has asserted a Claim in a lawsuit may still elect arbitration with respect to any other Claim in the lawsuit. If an arbitration notice is given, any Claim will be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator, including the Consumer Arbitration Rules, and if applicable, the Mass Arbitration Supplementary Rules, that are in effect at the time the Claim is filed. Counsel initiating an arbitration shall certify that each demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with pre-arbitration requirements set forth in Section E.15. The arbitrator must be a lawyer with more than 10 years of experience or a retired judge.

10. ARBITRATION LOCATION AND COSTS

Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. The AAA will decide each party’s share of arbitration fees and costs for arbitration based on the law and its rules. A party is entitled to recover its reasonable attorney fees and costs, arbitrator

compensation, and AAA administrative fees if the other party brings or defends a Claim for purposes of harassment or that is frivolous. The parties agree that the provisions of Federal Rule of Civil Procedure 68 shall apply to any Claim and shall be enforced by the arbitrator.

11. GOVERNING LAW

This Arbitration Provision is governed by the Federal Arbitration Act (the “FAA”), 9 U.S.C. §1, *et seq.*, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, statutes of limitations and claims of privilege. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

12. OBTAINING INFORMATION

In addition to the parties’ rights under the Administrator’s rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion after allowing either party opposing the request the opportunity to object.

13. EFFECT OF ARBITRATION AWARD

Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s decision will be final and binding, except for any appeal right under the FAA and except for Claims involving more than \$50,000 (or Claims involving requests for declaratory or injunctive relief that could cost the defendant more than \$50,000). For these Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator. That panel will consider all over again any part of the initial award that is appealed. The decision of the panel will be by majority vote and will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal’s costs, regardless of the outcome. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees and will pay those fees if required by applicable law and/or to the extent necessary for this Arbitration Provision to be enforced.

14. CONTINUED EFFECT OF ARBITRATION PROVISION; SEVERABILITY

Once in effect, this Arbitration Provision will remain in force no matter what happens to you or your Account. For example, this Arbitration Provision will remain in force if: (a) you close your Account or withdraw your entire Account balance; or (b) you become bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun, to the extent consistent with applicable bankruptcy law. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator’s rules or the remaining Rules, this Arbitration Provision will govern. If any portion of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply, provided that this entire Arbitration Provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class, representative or multi-party basis if the Class Action and Multi-Party Waivers are held to be invalid, subject to any right to appeal such holding. If you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claim for monetary relief will be arbitrated. In such case, the parties will ask the court to stay the Claim for public injunctive relief until a court has entered an arbitration award as to individual relief.

15. NOTICE OF CLAIM; RIGHT TO RESOLVE; SPECIAL PAYMENT

Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the party asserting the Claim (the “Claimant”) shall give the other party (the “Defendant”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and account number and must be sent

to the Notice Address (see Section A.1 captioned BASIC TERMS), Attention: Legal Department. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. We may send a Claim Notice to you at any address we have for you in our records. The Claimant and Defendant must try to resolve the Claim on an individual basis and without filing an arbitration or a lawsuit for at least 30 days (the "Pre-Filing Period"). During the Pre-Filing Period, either party may request that the parties participate personally in a meeting (a "Meet-and-Confer") which may occur in person, virtually, or by conference call to attempt in good faith to resolve the Claim. The Meet-and-Confer is limited to Claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives. Notwithstanding the foregoing, Claimant may commence an arbitration or, if appropriate, a lawsuit seeking only temporary injunctive relief prior to the expiration of the Pre-Filing Period.

The Claimant may not start an arbitration or lawsuit until the Claimant complies in full with this requirement. The Claim Notice shall not apply to claims that are asserted only as counterclaims. The statute of limitations for any Claim will be tolled for 60 days following service of a proper Claim Notice.

You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the Defendant reasonably requests. If: (a) you submit a Claim Notice in accordance with this Section E.15 on your own behalf (and not on behalf of any other party); (b) we refuse to provide the relief you request; and (c) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$5,100 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled under this Arbitration Provision or applicable law).

16. AMENDMENT; TERMINATION.

Notwithstanding any language in these Rules the contrary: (a) We will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision. (b) We will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.