

TERMS AND CONDITIONS – ACCOUNT AGREEMENT

AGREEMENT – These terms, together with any applicable rules and Bank policies, all of which may be amended from time to time, govern the operation of your account unless modified or supplemented in writing. By signing the signature card when opening an account and through the continued use of the account, you agree to be bound by the terms and conditions set forth herein and any and all applicable rules and Bank policies as may be amended from time to time. As used in this form, the words “we,” “our,” or “us” mean the Bank and the words “you” or “your” mean the account holder(s). Notice from us to any one of you is notice to all of you. This account may not be transferred or assigned without our prior written consent.

APPLICABLE LAWS – Much of our relationship with our deposit customers is regulated by state and federal law, including the law regarding negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

PURPOSE – The purpose of this Agreement is to:

(1) Summarize the rules applicable to the more common transactions;

(2) Establish rules to govern transactions or circumstances which the law does not regulate; and

(3) Establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

In the event that any provision of this Agreement is held to be invalid for any reason, such holding shall not affect the enforceability of any other provision.

If there is a conflict between information stated in any Bank agreement or document (including this one) and something said by one of our employees, the Bank will adhere to the written information and the terms of this Agreement shall govern.

We may permit some variations from this standard Agreement, but any such variations must be agreed to by us in writing either on our signature card for the account or in some other written form.

RESPONSIBLE PARTIES – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed from time to time. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this Agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another person authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys’ fees.

DEPOSITS – Any items, other than cash, accepted for deposit (including items drawn “on us”) will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at our internal exchange rate). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are

not responsible for transactions initiated by mail or outside depository boxes until we actually record them and all deposits are subject to later verification, count and adjustment by us. All transactions received on a day in which we are not open for business, will be treated and recorded as if initiated on the following business day that we are open.

WITHDRAWALS – Unless otherwise clearly indicated on the account records, any one of you who signs this Agreement (including current and subsequently authorized signers) may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this Agreement to endorse any item payable to you or your order for deposit to this account or any other transaction with us. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days’ written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and method of your withdrawal.

You agree not to issue incomplete, postdated or conditional checks or present such items for deposit to your account. Also, we have no duty to discover, comply with or have any liability for accepting any incomplete, postdated, conditional checks or checks more than six months old, even if you have provided us with notice describing this check.

DEATH/INCOMPETENCE – Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay checks signed by you, to accept deposits or to collect items deposited until we receive written notice of your death or declared incompetence and have a reasonable chance to act. Even after we receive notice, we may pay checks drawn by you before your death or declared incompetence for up to ten (10) days or any longer period permitted under applicable law.

CHECK AND FORMS/PROTECTION OF DOCUMENTS – You agree to maintain adequate safeguards to ensure the authorized use of the checks you retain, and agree to notify us immediately if you become aware that any checks are lost or stolen. We are not responsible for losses you may suffer due to improper printing on forms not obtained through or approved by us, your failure to maintain adequate safeguards against

unauthorized use, or your failure to issue checks in a manner so as to prevent unauthorized completion, alteration or addition.

ACH AND WIRE TRANSFERS – This Agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Section 4A-403(e) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. International ACH originations are prohibited.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account signature card. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. You expressly acknowledge and agree that any provision that appoints us as an agent is not subject to and is not to be construed in accordance with the provisions of 20 Pa.C.S.A. Section 5601 et seq. By exercising any of our rights under this Agreement, we do so for our sole benefit. **Individual Account** – is owned by one person. **Joint Account – With Survivorship (And Not As Tenants In Common)** – is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release all or any part of the account to any owner as well as honoring withdrawal requests (including checks) from any owner. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Any notice requesting us not to honor a withdrawal request (including checks) must be in writing from an owner and will be effective only after we have reasonable time to review and act upon request. After we receive such a notice, we may require the written authorization of any or all joint owners for any further payments or deliveries. **Revocable Trust Account** – If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. Any such beneficiary may

withdraw all or any part of the account balance. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time. **Corporate, Partnership, and Other Organizational Accounts** – We will usually require a separate authorization form designating the person(s) permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until we receive and record a written amendment or termination from the governing body of such organization. *Authorized Signers for Business/Organizational Accounts:* You agree that each eligible signer as may be designated by you from time to time is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of and to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.

In addition, each eligible signer is authorized to act for and on behalf of the business in any matter involving any designated account of the business, including the authority to instruct us to close the account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, electronic banking, funds transfer agreements or safe deposit agreements.

REVIEW OF YOUR STATEMENTS – You must examine your statement of account with “reasonable care and promptness.” If you discover any inconsistencies, unauthorized signatures, forgeries, or alterations, you must promptly notify us in writing of the relevant facts. As between you and us, if you fail to do either of these duties you will bear the entire loss. Your loss could include items on the statement, or other items with unauthorized signatures or alterations by the same wrongdoer, which we pay before we receive written notice from you. You agree the time that you have to examine the statement and report to us will not exceed 30 days from the earlier of the date the statement is made available to you by mail or electronically.

Refer to the Electronic Fund Transfers Act Disclosure, under separate cover, for your responsibility regarding electronic transaction disputes.

OVERDRAFT PRACTICES – Under our standard Automated and Non-Automated Overdraft Protection Programs, the Bank may, at its discretion, authorize and pay certain overdraft items when you do not have sufficient available funds in your account. The Overdraft Protection Programs are not lines of credit. We do not guarantee that we will always pay any type of transaction and payment of an overdraft does not mean that future overdrafts will be paid. If we pay an overdraft, you agree that

the total amount of the overdraft (including the amount of overdraft fees and other applicable fees) is due and payable on demand and that you are liable as set forth in this agreement and under applicable law. For consumer accounts, we may not pay overdrafts for ATM and everyday debit card transactions unless you authorize us to do so. You may authorize us to pay these items by contacting your local branch or calling 1-800-388-4679.

Under our Automated Program, eligibility requirements and dollar limitations, including limits on the amount of overdraft items paid on your behalf will apply.

Subject to certain notification requirements, overdraft and other applicable fees are subject to change. Bank may limit the number of overdraft fees that can be applied per day. The order in which transactions are processed, as set forth in our Overdraft Practices, can affect the total amount of fees incurred. Bank reserves the right to process transactions in any order, as permitted by state and federal law. Overdraft limits, current fees, daily fee limits, and transaction processing order are disclosed in the Bank's Overdraft Practices document (as amended from time to time) which is available in our branches or on our website.

If you do not wish to participate in our Automated Program or you no longer wish to authorize coverage for ATM and everyday debit card transactions under our program, you may contact your local branch or call 1-800-388-4679. If we do not pay an overdraft, your transaction will generally be returned or declined and certain fees may still apply. You may change your authorization at any time.

In general, we post transactions received on a daily basis in the following order: (1) all deposits received are posted; (2) withdrawals are grouped by transaction type and then processed. Items within each group are processed either in sequential order (i.e., check number order), or by dollar amount, with the lowest dollar amount transactions being processed before higher dollar amount transactions.

STOP PAYMENTS – A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. You agree that “reasonable opportunity” depends on the circumstances but that we will have acted within a reasonable time if we make your stop payment request effective by the end of the business day on which we receive your stop payment request. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop payment.

LIMITS TO LIABILITY - You agree that we shall be relieved of and you release us from any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices. The Bank may refuse to follow any depositor instructions which we believe will expose us to potential liability under law. We may require adequate security to protect

the Bank from any loss and expense incurred in following such instructions. You agree that we shall not be liable for indirect, special or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. If we improperly fail to stop payment on an item, or improperly pay an item bearing an unauthorized signature, forged drawer's signature or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the item.

We are only responsible for providing services that are stated in this Agreement and do not assume fiduciary obligations on your behalf. There is no guarantee that access to our services will be available at all times and we shall not be liable for interruption in service or loss, or for our failure or delay to perform our obligations, caused by matters beyond our control such as, among others, natural disasters, acts of war, fire, terrorist attack (or threat thereof), strikes, computer failures, or losses of power, communications or transportation facilities.

DIRECT DEPOSITS – If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SUB-ACCOUNTS -For accounting purposes, all checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted and a holding sub-account into which available balances above a preset level are transferred daily. Funds will be re-transferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period. Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information (i.e., your statements), tax reporting, fees, etc.

TEMPORARY ACCOUNT AGREEMENT – If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO SET-OFF; SECURITY INTEREST – You each agree that we may, to the maximum extent permitted by applicable law, without prior notice or demand, apply or set off the funds in this account or any of your other accounts against any debt or liability (including fees or service charges) you owe us or any of our affiliates now or in the future, and you grant us a security interest in each account and all funds and other property in each such account to secure such debt as it may arise. We have this right even if the account(s) we withdraw money from is a joint account and the debt we apply it to is owed by only one of you. Likewise, we can withdraw money from an account owned by only one person and apply it to reduce the joint debt of that person or another person.

If the debt arises from a note, the set off amount includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the

note. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of the exercise of our right of set-off.

This right of set-off may not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity.

USE OF FACSIMILE SIGNATURES AND COMPUTER SYSTEMS – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money that are drawn on us regardless of by whom or by what means a facsimile signature(s) may have been affixed. Also, if you utilize an automatic check writing service, on-line banking, payment or other software systems, which may operate through the use of a computer or other internet device, you agree that you shall have the sole responsibility for maintaining security of any such computer or device. You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability or expense (including attorney's fees) that you or we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such device, computer, or software, any facsimile signature, computerized check, or misuse of access codes.

RESTRICTIVE LEGENDS – We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by one of our officers. Examples of restrictive legends include, but are not limited to, "must be presented within 90 days" or "not valid for more than \$1,000."

TWO-SIGNATURE ACCOUNT RESTRICTIONS – We do not offer accounts on which two signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any account purports to require two or more signers on items drawn on the account, such a provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, you agree that we can honor checks signed by any authorized signer, even if there are two or more lines on the items for your signature and two signatures are required.

FOREIGN CURRENCY – Actively engaging in foreign exchange trading for profit or hedging purposes is strictly prohibited and may result in forfeiture or subsequent adjustments.

AMENDMENTS AND TERMINATION – We may change the terms of this Agreement from time to time as permitted by law. Your continued use of the account or continuation of the account for 30 days (or other required period) following the change will be deemed to be acceptance of the change by you. Rules governing changes in interest rates have been provided separately. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail.

UNLAWFUL INTERNET GAMBLING -In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification

is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

WAIVER – The omission by us to require strict performance of any term or condition under this Agreement in any one or more instances shall not operate as a waiver of our right to insist upon strict performance of that or any other term or condition in the future. All waivers granted by us must be in writing and signed by us to be effective.

JURY TRIAL WAIVER – SUBJECT TO APPLICABLE LAW, YOU AND WE AGREE TO WAIVE AND GIVE UP OUR RIGHTS TO A TRIAL BEFORE A JURY.