

APPLIED BANK® DEPOSIT AGREEMENT

Updated 01/2024

Welcome to your new Applied Bank Deposit Account. By maintaining your Deposit Account you agree to be bound by Applied Bank's (hereinafter referred to as the "Bank", "we", "us", or "our") Deposit Agreement (hereinafter referred to as "Agreement") and the changes that may be made periodically. In this Agreement "you", "your(s)" and "Customer" refer to the person(s) who open this Deposit Account or who subsequently become jointly responsible for the Account. Notice of any change (except changes to the interest rate and annual percentage yield as described in this Agreement) that may adversely affect your Deposit Account will be mailed to you 30 calendar days before the effective date of such change.

The funds deposited in your Deposit Account (hereinafter referred to as the "Account," unless otherwise indicated), are subject to all applicable federal and state laws, including banking regulations. Please keep this Agreement in a safe place for future reference.

Important Information about Procedures for Applying for or Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. What this means for you: When you apply for or open an Account, we will ask for your name, address, date of birth and other information that will allow us to verify your identity. We may also ask you to provide government issued identification. Additionally, you authorize the Bank to confirm your identity through alternative sources when necessary (such as when applying for a new Account on the Internet).

Sharing of Information

By requesting the Bank to open an Account for you, you authorize the Bank to check your credit and employment history. You will also be provided with our Privacy Policy Notice containing information on the Bank's confidentiality and information security practices with respect to information we may have about you.

Customer Liability

If the Account is for more than one person, each of you individually and all of you together agree to the terms of this Agreement for yourself and for any person you represent. You authorize the Bank to deduct its fees and charges from your Account balance and you agree to

immediately pay any Account deficit resulting from charges or overdrafts, whether caused by you or any other person who is authorized to use your Account. To the extent permitted by law, you must pay any costs that the Bank incurs to collect the deficit, including reasonable attorney's fees. If you ask the Bank to undertake special services in connection with your Account, the Bank may charge you a reasonable fee for such services and deduct this fee from your Account balance.

FDIC Insurance

Your deposits are insured by the Federal Deposit Insurance Corporation (FDIC). The amount of insurance coverage provided to you at the Bank is at least \$250,000, including interest and principal. Funds you hold in different ownership categories are insured separately from each other. Each of these ownership categories (i.e., single, joint, revocable trust, irrevocable trust, corporation, partnership, unincorporated association, retirement, and public unit) has specific requirements that must be met in order to receive separate insurance under the category. For further information on FDIC insurance coverage, please visit the FDIC website at www.fdic.gov. Any non-deposit investment products such as mutual funds, annuities, stocks and bonds and the contents of a safe deposit box that you may have with the Bank are not covered by FDIC insurance.

Deposits

Deposits may be made in person at any branch of the Bank; by mail sent to Applied Bank, P.O. Box 15060, Wilmington, DE 19850-5060, by electronic fund transfers, by messenger or by wire transfer. The Bank reserves the right to limit the amount accepted for deposit into any interest-bearing Account. You agree to fully cooperate and assist in the reconstruction and proof of loss of any non-cash items included in deposits that are lost or stolen in transit, either before or after we have received and accepted the deposit. The sole liability of the Bank in the event of destruction or loss of any non-cash items included in deposits from whatever cause, including its own negligence, is limited to reimbursement for reasonable out-of-pocket costs necessary to obtain replacement items from the makers, including stop-payment costs.

Deposits by Minors

Deposits by minors and Accounts in the name of minors are permitted generally. However, the Bank reserves the right to refuse any deposit or withdrawal made by or in the name of a minor without the permission of the minor's parent or guardian.

Erroneous Deposits

The Bank may withdraw from your Account and/or use any other legal remedies to recover any amount incorrectly deposited into your Account. You agree not to withdraw, and to immediately repay, any amount incorrectly deposited into your Account from any source and for any reason, whether in connection with a direct deposit plan or otherwise.

Checks

You are required to use the forms of checks the Bank provides to you directly or through the Bank's authorized vendors. The Bank reserves the right to reject checks that you purchase through an unauthorized vendor if they fail to meet the Bank's check processing specifications. You must report lost or stolen checks to the Bank immediately.

Restrictive Legends

We are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages or expenses that result from your placement of these or other special instructions on your checks.

Automated Clearing House

You may from time to time be a party to an Automated Clearing House ("ACH") entry that may be credited or charged to your Account. You agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules then in effect for any ACH transactions. You agree that we may rely on the representations and warranties of the originator of the ACH transaction set forth in the NACHA operating rules in debiting or crediting your Account. We will notify you of the receipt of any ACH entry only in your Account statement, and you may confirm receipt by calling us at (800) 616-4605. You agree that payment of ACH entries will be processed on the basis of the identifying number, even if the identifying number identifies a person or entity different from the named party in the transaction. If you receive an unauthorized transaction posted to your Account, you must notify us within fifteen (15) days of the Statement mailing date of the Statement in which the unauthorized transaction was listed in order for us to return the item as unauthorized. We will not be able to return the item after that time without the cooperation and agreement of the originating financial institution and the originating company. Any other action must be conducted between you and the originator of the transaction.

Overdraft Protection

Savings and money market deposit Accounts or lines of credit may be used to provide Overdraft Protection in connection with a checking Account pursuant to the Bank's policies. The savings or money market deposit Account balance or the available credit of a line of credit must be sufficient to cover the full overdrawn balance plus any applicable fees.

Set-Off

You agree that, to the extent that any person allowed to withdraw funds from your Account owes the Bank a debt that is due and payable, without prior notice and when permitted by law, the Bank may set off any funds in your Account against the debt. In other words, the Bank may apply the funds in your Account to repayment of the debt. If a deposit is made to the Account from a source that, by law, cannot be used to offset your obligations to the Bank, such as a Social Security payment, you agree that, once the funds are deposited into the Account, they will lose their special protected character and will be subject to set-off in the same manner as other funds. However, within five (5) days after any such special deposit, you may call the Bank's Customer Service Center and direct the Bank to reverse its set-off. In such an event, the Bank will return to you the amount of your deposit and terminate the Account. You will still be obligated to pay the Bank the amount of any deficit in the Account.

Definitions of "Business Days" and "Deposit Dates"

"Business Days" are Monday through Friday, except New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Monday after any New Year's Day, Memorial Day, Independence Day, Veterans' Day and Christmas Day falling on a Sunday. The "Deposit Date" is the date a deposit is made at a Bank office on a business day before 3:00 PM. Otherwise, the "deposit date" is the next business day.

Electronic Funds Transfer

The following terms and conditions and disclosures are made to you to explain how electronic banking works on your Account. They govern the funds transfer to your Account that you preauthorize, such as direct deposits and automatic payments to your Account, if such transfers are made electronically.

(CONSUMER ACCOUNTS ONLY)

The Electronic Fund Transfer ("EFT") Act disclosure detailed below applies to the use of your Applied Bank debit card and/or Applied Bank ATM card (collectively referred to as "Consumer Card") as well as to the use of EFT services. Examples of EFT services

include but are not limited to direct deposits to your account, automatic regular payments made from your account to a third party, and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure and agreement also apply to the use of your Consumer Card at automated teller machines (ATMs) and any networks described below. Please read this disclosure carefully and retain it for future reference.

Consumer General Liability. Tell us at ONCE if you believe your Consumer Card or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your Consumer Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your Consumer Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Consumer Card or PIN and we can prove we could have stopped someone from using your Consumer Card or PIN without your permission if you had told us, you can lose as much as five hundred dollars (\$500). Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.

Electronic Check Conversion.

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

Transfer Types & Limitations.

You may use your Consumer Card to:

1. Withdraw cash from your checking or savings account.
2. Make deposits to your checking or savings account.
3. Transfer funds between your checking and savings accounts whenever you request.
4. Pay for purchases at places that have agreed to accept the Consumer Card.
5. Pay bills directly from your checking or savings account in the amounts and on the days you request.

Some of these services may not be available at all terminals.

Limitations on Frequency of Transfers.

1. For security reasons and for your protection, there are limits to the number of cash withdrawals at ATMs made with the Consumer Card each day.
2. For security reasons and for your protection, there are limits to the number of point-of-sale transactions made with the Consumer Card each day.

Limitations on Dollar Amounts of Transfers.

1. For security reasons, there are limits to the total dollar amount of cash withdrawals at ATMs made with the Consumer Card and/ or PIN each day.
2. For security reasons, there are limits to the total dollar amount of point-of-sale transactions made with the Consumer Card each day.

Financial Institution's Liability.

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions about Your Electronic Transfer, Unauthorized Transfers or Lost or Stolen Debit Cards, Personal Identification Numbers (PIN), and Security Codes.

If you think your statement or receipt is wrong, if you need more information about a transfer listed on your statement or receipt, If you believe that your Debit Card ("card"), PIN or Security Code has been lost or stolen or that someone has transferred or withdrawn or may transfer or withdraw money from your Account without your permission call us immediately at (888) 839-7952 or write to us as soon as you can at:

Applied Bank
P.O. Box 15060
Wilmington Delaware 19850-5060

Also, if your statement shows transfers that you did not make, tell the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed or delivered to you, you may not get back any money you lost after the 60 days if the Bank can prove that the Bank could have stopped someone from taking the money if you had told the Bank in time. At present, however, you have zero liability for any fraudulent transactions made with a Visa branded Debit Card although federal regulation permits such liability as described above.

Include the following information when you contact us:

- Your Name
- Your Account Number
- Describe the error or the transfer you are unsure about
- Explain as clearly as you can why you believe it is an error or why you need more information
- Include the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Automated Teller Machine (ATM) Transactions

Generally, ATMs that the Bank owns or operates are either attached to one of the Bank's branches or prominently display the Bank's name and logo (the "Bank ATMs").

A Personal Identification Number (PIN) is a unique number issued to you or selected by you that ensures that only you or someone to whom you provide the PIN to can access your Account by using your Debit Card. You must use your PIN to perform transactions at an ATM. If you disclose your PIN to any person who subsequently uses it to perform a transaction in your Account, that person is authorized by you to perform such transactions, unless you notify the

Bank in writing that subsequent transactions by that person are no longer authorized and your PIN is changed.

A Security Code is a three (3) digit number printed on the signature panel on the back of your Debit Card. It may from time to time be requested to ensure that the card is in the possession of the user. This usually occurs for Internet, mail order, or telephone order transactions.

Certain transaction services are only available at Bank ATMs inside or outside of the United States. Some services may not be available at certain ATMs. ATM services only apply to the deposit Accounts you have listed on your application form and have designated as the primary Account of each type, or any other primary Accounts that are added later at your written request. There are limits on the amount and number of withdrawals and transfers you can make using ATMs but we do not disclose these limits for security reasons. In addition, certain ATMs not owned or operated by the Bank may have different cash withdrawal limits.

Set forth in the Schedule of Fees are the fees the Bank charges for certain transactions including ATM and other electronic fund transfer transactions. Fees are subject to change. The owners of ATMs you use may also charge fees (commonly called surcharges) for ATM transactions, even if the ATM is owned or operated by one of the Bank's affiliates.

CURRENCY CONVERSION

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

IMPORTANT ADDITIONAL FEE NOTICE. Visa® charges an International Service Assessment Fee (ISA Fee) on ALL international transactions; including internet transactions made in the U.S. but with a merchant that processes the transaction in a foreign country. Therefore, ALL international transactions completed with your Visa ® card will be subject to an International Service Assessment (ISA) Fee of 1.0% of the transaction amount.

Internet and Telephone Banking Services

The Bank offers (1) Online Banking and (2) Telephone Banking. The Online Banking service allows you to pay bills, make transfers and obtain information on your Bank Accounts safely, quickly, and conveniently by using our secure Online Banking system. The Telephone Banking

service allows you to pay bills directly from your checking Account in the amounts and on the days you request by using your Telephone Banking code. This service also allows you to move money between Accounts that are owned by the same persons. The Bank may charge a fee, as set forth in the Schedule of Fees, for these services.

Interest Rate and Annual Percentage Yield

Your interest rate and Annual Percentage Yield ("APY") may change. The Bank may change the interest rate on your Account at any time at our discretion without notifying you. The Annual Percentage Yield Earned ("APY-E") reflected on your Statement is the actual yield earned during that particular statement period (based on the number of days in the Account cycle). The interest credited to your Account in relationship with average daily balance determines the APY-E. The APY is calculated and earned on the assumption that there are no withdrawals and that the interest rate remains unchanged. We use the simple interest method to calculate the interest on your Account each day.

This method applies a daily periodic rate to the balance in the Account each day. You earn interest on the entire balance in your Account each day your Account balance is at least the minimum balance required for that Account. No interest will be paid for any day your daily balance is less than that minimum balance, unless otherwise specified. The interest is not compounded each day.

You may obtain current rate information by contacting our Customer Service Department at (800) 616-4605.

Crediting and Accrual of Interest

Interest accrues daily on your Account balance and credited monthly to your Account on the statement cycle closing date, after which it will be available for withdrawal. Once the interest is credited to your Account it is compounded in subsequent calculations of interest. No interest will accrue for the day funds are withdrawn. Interest is not paid on deposited checks that are returned unpaid. You may terminate your Account at any time and for any reason. If you terminate your Account, we need not pay you interest that has accrued but has not been credited. Interest earned on your Account may be subject to withholding for federal income tax if we receive notice from the IRS or you fail to provide us with your correct taxpayer ID number or signed W9 certification.

Stop Payments

Stop Payment orders are permissible, subject to applicable law, in person, by mail, by telephone, or through online banking on any check or Automated Clearing House (ACH) debit transaction that has not cleared your Account and is received at such time as to give the Bank a reasonable opportunity to act. To request a stop payment, you must precisely identify the type (check or ACH debit), the check number, date of check or anticipated ACH transfer, the exact amount of the item, and the payee. Only the person who initiated the stop payment may make a release of the stop payment request.

Oral stop payment orders are binding for fourteen (14) days only, unless you confirm the order in writing and we receive it within the fourteen-day period. When a stop payment request form is properly signed and returned, the order is effective after the latest date the form is received, accepted, and recorded on your Account. The order will not expire unless you withdraw the stop payment request, or, the return of the debit entry. When the stop payment applies to more than one debit entry relating to a specific authorization involving a specific originator, the order will not expire until the return of all the debit entries. The Bank will not be liable for any reasonable delay in accepting and recording a stop payment to your Account. A Stop Payment Fee will be charged to your Account (please refer to Schedule of Fees). The Bank will not be liable should any check or other item be paid under a stop payment request due to inaccurate information provided by you.

Statements

The Bank will provide you with a monthly periodic statement showing your Account transactions, fees charged, APY earned, any interest earnings credited during the Account cycle, and the length of the Account cycle. The Bank will mail statements to the most current address you have provided for our records. You will be held responsible for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Bank within 60 days of the mailing date of the earliest statement containing those items. We will not be liable if items were forged or altered so cleverly that the fraud could not be detected by a reasonable institution. The Bank will not include your checks with your Account statements for personal and business checking Accounts, money market deposits, and other such Accounts. The Bank will store image copies and provide you with copies upon request and upon payment of the applicable charges set forth in the Schedule of Fees.

Availability of Funds

Federal Reserve Regulation CC provides guidance for the availability of deposited funds as follows:

Description of Deposit	When Funds Can Be Withdrawn
Direct Deposits or Cash	The day we receive the deposit
Wire transfers; cashier's, certified, teller's, or government checks; a Treasury, Federal Reserve Bank, or Federal Home Loan Bank check, or a US Postal Service Money Order, and the first \$225.00 of a day's deposit of other checks	The first business day after the day of deposit
Other Check Deposits	The second business day after the day of deposit

Longer Delays May Apply

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

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

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

Money Markets and Savings

If you deposit a check, funds will be made available for withdrawal on the fifth (5th) business day after the day of deposit.

New Accounts

If you are a new Customer, any check funds deposited into a new Account will become available on the seventh (7th) business day after the day of deposit. As an exception, if you are a new Customer the first \$5,525 of funds deposited to a New Account on any deposit date made in cash, wire transfer, cashier's, certified, teller's, government, treasury, Federal Reserve or Federal Home Loan Bank check, or a US Postal Service Money Order, will be made available for withdrawal the first business day after the day of your deposit. The excess over \$5,525 will be

available on the seventh business day after the day of your deposit. The new Customer status will remain on your Account for 30 days.

Schedule of Fees

The Bank may charge the following fees for servicing your Account. More than one fee may apply to any one transaction per monthly Account cycle:

Excessive Transaction Fee (per item)	\$25.00
Minimum Balance Fee	\$10.00
Return Item Fee	\$35.00
Paid NSF / Uncollected Charge	\$35.00
Returned Deposit Fee (per item)	\$15.00
Stop Payment Order Fee (per item)	\$25.00
Levy/Court Order Fee (per item)	\$100.00
Statement Copy Fee (per copy)	\$5.00
Copy of Canceled Check Fee (per copy)	\$7.00
Official Check Fee (per check)	\$25.00
Dormant Account Fee	\$10.00
Account Research Fee (per/hour, 1 hour minimum)	\$15.00
Incoming Wire Fee (except to open the Account)	\$3.00
Outgoing Wire Fee (per wire)	\$20.00
Express Mail Handling	\$20.00
Bill Payment Insufficient Funds	\$35.00
Bill Payment Next Day Fee	\$14.95
Bill Payment Same Day ACH Fee	\$9.95
Debit Card Replacement Fee	\$30.00
Debit Card Expedited Delivery Fee	\$35.00
Late Charge - Safe Deposit Rental Fee Payment	\$10.00
Online ACH Transfer	\$3.00
Online ACH Transfer – Next Day	\$5.00

Electronic Deposits

The Bank uses the term Electronic Deposits to include both wire transfers and ACH credit transfers. These funds will be available no later than the business day following the day the funds are received. Once these funds are available, you can withdraw the funds in cash and the Bank will use the funds to pay checks that you have written or to make electronic payments or transfers.

Large Withdrawals

Due to security and operating requirements, the Bank reserves the right to require you to provide the Bank with up to 48 hours prior written notice of your intent to withdraw more than \$5,000 in one day by cash withdrawal from the Bank's staffed teller stations, wire transfer, treasurer's or official bank check, or any combination of these withdrawal methods. If you anticipate the need to make such a withdrawal, you should contact the Bank for a further explanation of this requirement.

Substitute Checks and Your Rights

The "Check Clearing for the 21st Century Act" ("Check 21 Act") is a federal law designed to improve the efficiency of the payment system in the United States. The Check 21 Act does this by permitting financial institutions to process transactions using digital images of checks, rather than the original checks. As a result, these digital images of checks may post to Accounts much more quickly than before. If you request a copy of your check, and your check was processed using a digital image, these digital images will then be converted to a "substitute check" and identified as a legal copy of the original.

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 use the original check." You may use a substitute check as proof of payment just like the original check. If you request a copy of a check, the check that you receive back from us may be a substitute check. This notice describes rights you have when you receive substitute checks. There may be a fee for such copies as described in the Schedule of Fees. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned 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) no 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.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at (888) 839-7952, or write to us at:

Applied Bank
P.O. Box 15060
Wilmington, DE 19850-5060

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:

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

If you have questions about the Check 21 Act and how it may affect your Account with us, please stop by any of our branch offices or call us at (888) 839-7952.

Inactivity/Escheat/Dormant Accounts

An Account is considered inactive if you do not make a deposit or withdrawal (including writing a check) for 24 consecutive months. At that time, the Bank will attempt to contact you in order to reactivate your Account. The Bank's inability to make contact with you within thirty (30) days, will deem the Account dormant. Unclaimed funds in dormant Accounts will be escheated as abandoned property to the appropriate government entity.

Transaction Limitations

Transaction Limitations apply to Money Market and Savings Accounts. There is a limit of six (6) authorized transfers or withdrawals or other drafts to third parties in each monthly Account cycle. The number of withdrawals made payable to you, whether made in person, by mail, or through an ATM are not limited.

A check is considered paid when it is cleared by the Bank and not when it is written. If you exceed the preceding limitations, you will be charged an Excessive Transaction Fee (please refer to the Schedule of Fees). Pursuant to federal regulations on transaction limitations, if you exceed the preceding limitations, the Bank may terminate your Account and either mail a check for your Account balance to the address of the account involved or transfer your Account balance to another Applied Bank transaction Account that is yours. The Bank reserves the right not to pay checks presented that violate this rule. The Bank reserves the right at any time to require seven (7) or more days prior written notice for all Large Withdrawals.

Cut-Off Times

Transactions received after the cut-off time will be posted to your Account the following business day as follows:

- Incoming/Outgoing wires - 2:00 PM ET
- Check Deposits - 3:00 PM ET

Post-Dated, Stale-Dated, and Conditional Checks

The Bank may pay any check or other item drawn on an Account even though: it is paid by us before its date; it is presented to us for payment more than six months after its date; a stop payment request has expired; or it contains language that intends to make it void after a stated time; or it contains other language that intends to establish conditions under which it may be paid, unless we otherwise agree in writing. We will not be liable for paying a check or other item under any of these circumstances.

Endorsements

You should endorse checks deposited to your Account in the designated area on the back of the check. The Bank will not be liable for any losses or expenses that result due to a delay in returning a check because your endorsement is obscured by other material on the back of the check. You agree to indemnify us against any such losses and expenses that may occur.

Account Termination

You or the Bank may terminate your Account at any time. We will make an attempt, by means determined by us, to notify you of the Account termination. Termination does not release you from payment of accrued fees or liability for checks in process. You are entitled to the return of the balance in your Account less any appropriate debit items. If your Account is interest-bearing and it is terminated by us due to violations of this Agreement before interest is credited, we need not pay you interest that has accrued but has not been credited.

Deposit Account Ownership - Joint Accounts

If more than one person signs the forms for opening the Account or subsequently signs such forms, you have created a joint tenancy with the right of survivorship and not a tenancy in common (a form of ownership). In the event of the death of any owner, interest in your Account automatically passes, by way of law, to the remaining owner(s). Each owner must have his or her signature on file with the Bank in order to withdraw funds from the Account or to provide written instructions to us regarding the Account. Any owner may make deposits. Any owner may withdraw all funds from the Account without the knowledge and consent of the other owner(s). When the Bank acts upon instructions given by one or all owners, you agree to release us from all liability. Once a joint Account is established, one owner cannot remove another from the title of the Account without the written consent of the individual being removed. The addition of an owner to the Account requires the written consent of all existing owners.

Death or Incompetence of the Depositor

If you die or are declared incompetent, neither event revokes the authority of the Bank to accept, pay, or collect items until we know of either event and have a reasonable opportunity to act. Even with knowledge, we may, for ten days after receipt of the death certificate, pay checks drawn before death, unless ordered to Stop Payment by the personal representative of the estate.

Custodial Accounts

An Account that is opened by an adult as custodian for a minor is made pursuant to the applicable Uniform Gifts to Minors Act and is a custodial Account. Only one custodian and only one minor may be named in the title to a custodial Account. A successor custodian may be named upon the Bank's receipt of a written instruction of the current custodian. Funds deposited in a custodial Account may only be used for the benefit of the minor in a manner permitted by appropriate law. We will not be liable for any action or inaction taken by us in good faith of the requirements of the applicable Uniform Gift to Minors Act. The Bank may require all signatures on any instructions to be notarized. Upon the minor attaining the age of the majority, the custodian (not the Bank) is legally required to release the funds to the former minor. You must be at least 18 years or older to establish an Account with the Bank.

Beneficiary (In Trust For) Accounts

An "In Trust For" Account is one opened in the name of one or two individuals described in the Account title as trustee(s) for the benefit of (i.e., in trust for) up to three (3) individuals. It is not an Account opened pursuant to a will, deed of trust, or other instrument that establishes a trust. Until the death of the trustee(s), the trustee(s) whose signatures appear on the New Account Form have full control over the Account and can make any changes the trustee(s) desire; however, any instructions must be in writing and the Bank may require signatures to be notarized. Upon receipt of satisfactory proof of death of the trustee (if there is only one trustee) or both trustees, the Bank will pay all funds in the Account to the named beneficiary or beneficiaries, as required by law.

Corporations, Partnerships and Unincorporated Associations

Any deposit Account opened in the name of a business requires the following documentation:

- If the Account owner is a corporation, a resolution in a form acceptable to the Bank, which is duly and properly adopted by a majority of the corporation's board of directors and satisfactorily authenticated by its secretary;
- If the Account owner is a partnership, an agreement in a form acceptable to the Bank, which is signed by all general partners and notarized;
- If the Account owner is an unincorporated association, an authorization in a form acceptable to the Bank, which is signed by all current and duly authorized officers of the association and notarized.

The Bank may refuse to honor any instrument affecting the Account that is presented to us if (i) we do not have on file a resolution that authorizes the signer of the item to exercise control

over the Account, (ii) we have received notice of a dispute concerning the validity or continued effectiveness of any such resolution, or (iii) we receive notice of a resolution revoking the signer's authority to exercise control over the Account.

You agree to notify and provide the Bank with any resolution revoking any signer's authority to exercise control over the Account. You agree to indemnify and hold us harmless of any loss, liability, and costs, including attorneys' fees, in the event that any business that is authorized or conducted by you with regard to the Account is claimed or determined to be beyond your authority as granted by the organization or entity which owns the Account. Unless the Bank is provided with a resolution to the contrary, the signature of any authorized signer is sufficient to authorize any activity, including any payments or withdrawals, regarding the Account.

Attachments and Levies

The Bank may receive writs of attachment issued at the request of one of your creditors or levies issued by the Internal Revenue Service or other governmental organizations. In such an event, we will deduct from your Account the applicable fee set forth in the Schedule of Fees.

Miscellaneous Account Items

In order to conduct wire transactions, you will be required to submit signed authorization for any transfer requests. Only items payable through United States financial institutions and denominated in United States dollars will be accepted. The Bank reserves the right to refuse, limit, or return any wire transfer. You authorize the Bank to report any information concerning your Account to any third-party reporting agency.

Telephone Monitoring

You consent and authorize us, and any of our affiliates, servicing companies, or associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of those companies.

Your Information

You agree to provide us with accurate and updated information necessary to communicate with you and to send you information about your Account. Your Statements and any other notices will be sent to you at the address of the Account. If you change your name, address, telephone numbers or e-mail address, you must notify us promptly to change your Account(s) information. We may at our option accept corrections or updates to your personal information from the post office and others. You agree that in the event that we do not have valid personal information on your Account we may obtain such information from a third party. You can notify

the Bank by sending your request to: Applied Bank, P.O. Box 15060, Wilmington, DE 19850-5060.

We May Transfer Your Account

We may at any time, and without notice to you, transfer, assign or sell your Account, any sums due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

Confidentiality

We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency orders, or (iv) if you give us your written permission.

ARBITRATION

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 may be arbitrated instead of litigated in court. The Arbitration Provision shall be effective unless prohibited by law, rule or regulation.

Certain Definitions. Certain capitalized words used in this Arbitration Provision have special meanings:

- In this Arbitration section "We," "us," and "our" do not mean just Applied Bank (the "Bank"). These terms also include (1) any parent company of the Bank, all companies owned by, or controlled by, or under common ownership or control with the parent company or the Bank, including but not limited to Applied Card Systems, Inc.; (2) any prior issuer of the Accounts; (3) any company to which we transfer our rights under this Agreement; and (4) all of the employees or other individuals who manage or own these companies. Finally, if either you or we elect to arbitrate any Claim you bring against us, these terms include any other persons or companies who you make Claims against in the same proceeding.
- "Claim" means any dispute between you and us that cannot be resolved without a judicial or arbitration proceeding and arises as a result of or has anything at all to do with: (1) your Account; (2) the events leading up to your becoming an Account holder; (3)

this Agreement (including this Arbitration Provision); (4) any prior Account or agreement relating to such Account; or (5) your relationship with us. This includes disputes relating to any products, insurance or other services offered to you as an Account holder. This includes disputes about whether this Arbitration Provision is valid or binding; about whether or when it applies; and whether a dispute is arbitrable. It includes disputes relating to constitutional provisions; statutes; ordinances; regulations; court decisions; compliance with the Agreement or a related contract; and wrongful acts of every type (whether intentional; fraudulent; reckless; or just negligent). It includes requests for money, for orders requiring you or us to take certain actions (which are sometimes referred to as "injunctive relief"), for declarations of legal rights and for any other kind of relief. This Arbitration Provision applies to Claims that arise prior to the effective date of this Arbitration Provision. Notwithstanding the foregoing, any dispute concerning the validity or effect of the part of this Arbitration Provision captioned "NO CLASS ACTIONS OR SIMILAR PROCEEDINGS" shall not be subject to this Arbitration Provision and shall be resolved by a court and not an arbitrator.

- "Administrator" means the American Arbitration Association ("AAA"), 335 Madison Avenue, New York, NY 10017, www.adr.org, or, in the event that AAA is not available as a forum for arbitration of a Claim, such alternative forum which administrates arbitration of a Claim in accordance with the Federal Arbitration Act, 9 U.S.C. §§1 et seq. and the Administrator's Rules. You can select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim. If you do not select the Administrator on time, we will select one. If for any reason the Administrator you or we select is unable or unwilling to serve or continue to serve as Administrator, you will have 20 days to select a different Administrator.

Starting Arbitration.

- You or we can give written notice of an intention to begin arbitration of a Claim or Claims or to require arbitration of the other party's Claim or Claims. This notice can be given by one party even if the other party has begun a lawsuit. If such a notice is given, any Claim will be resolved by arbitration under this Arbitration Provision and the Administrator's Rules that are in effect at the time the Claim is filed with the Administrator. The arbitrator must be a lawyer with more than 10 years of experience or a retired judge, unless you and we agree otherwise. A copy of the Claim form may be obtained from the Administrator or from us. A party who has asserted a Claim in a

lawsuit may still elect arbitration with respect to any Claim that is later asserted in the same lawsuit by any other party. All doubts about whether to arbitrate a Claim shall be resolved in favor of arbitration.

- We will not elect to arbitrate an individual Claim that you bring against us in "small claims" court (or the equivalent court in your state). However, we may elect to arbitrate a "small claims" court Claim that is later transferred, removed or appealed to any different court.

Important Limitations

- If you or we elect to arbitrate a Claim, neither you nor we will have the right to pursue that Claim in court or have a jury decide the Claim. Also, the ability of a party to obtain information from the other party and to appeal is more limited in an arbitration than in a lawsuit. Other rights that you or we would have in court may also not be available in arbitration. The fees charged by the administrator may be higher than the fees charged by a court.

No Class Actions or Similar Proceedings

- If you or we elect to arbitrate a Claim: (1) neither you nor anyone else on your behalf can pursue that Claim in court or in an arbitration proceeding on a class-wide or representative basis; and (2) Claims brought by or against one Account holder (or joint Account holders) may not be brought together with Claims brought by or against any other Account holder. The arbitrator shall have no authority to hear or decide arbitration on a class-wide or representative basis. However, any language contained in this Agreement, which by its express wording or by its practical effect prohibits prosecution of cardholder claims through class action, is not applicable to cardholders residing in the State of California.

Arbitration Location and Costs

Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence. In the event that you file a Claim against us and you cannot afford to pay the fees charged by the Administrator and the arbitrator or if you believe that such fees are too high, and you cannot obtain a fee waiver, we will consider any reasonable written request by you for us to advance the fees. We will pay any fees or expenses we are required to pay by law. The arbitrator will decide who will be ultimately responsible for paying those fees. In the event that you file a Claim against us, in no event will you be required to reimburse us for any

arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. In the event that we file a Claim against you, the arbitrator will decide who is responsible for paying all costs for arbitrating the Claim.

Governing Law: Arbitration

This Agreement involves interstate commerce and this Arbitration Provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§1 et seq. The arbitrator must follow: (1) the FAA; (2) the substantive law, consistent with the FAA, related to any Claim; (3) statutes of limitations; and (4) claims of privilege recognized at law. Upon the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. The arbitrator will determine the rules of procedure and evidence to apply, consistent with the FAA, the Administrator's Rules and this Arbitration Provision. The arbitrator shall not apply federal, state or local rules of procedure and evidence or state or local laws concerning arbitration proceedings.

Obtaining Information

- After an arbitration has been started, in addition to a party's right to obtain information from the other party under the Administrator's Rules, either party may request the arbitrator in writing to allow that party to obtain more information from the other party. A copy of such request must be provided to the other party. That party will then have the chance to object in writing. The objection must be sent to the arbitrator and the other party. The arbitrator will decide the issue, in his or her sole discretion.

Effect of Arbitration Award

- Any appropriate court 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 that involve requests for monetary relief exceeding \$100,000 or requests for injunctive or declaratory relief that could cost any party more than \$100,000. For these large 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 any party asserts was incorrectly decided. 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 fees charged by the Administrator and the arbitrators for such an appeal will be paid by the appealing party, regardless of who

wins the appeal. However, we will consider any reasonable written request by you for us to pay such fees. All other provisions of this Arbitration Provision shall apply to any appeal to a three-arbitrator panel and any reference in this Arbitration Provision to a single arbitrator shall apply to the three-arbitrator panel.

Continued Effect of Arbitration Provision

- This Arbitration Provision governs, notwithstanding any prior arbitration provision between you and us. This Arbitration Provision will remain in force no matter what happens to you or your Account. For example, it will remain in force even if: (1) your credit privileges are ended or put on hold; (2) you terminate your Account; (3) you repay your entire Account balance; (4) we begin a lawsuit to collect amounts we think you owe; or (5) you become bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Provision cannot be enforced for any reason, the rest of this Arbitration Provision will continue to apply. However, if the part of this Arbitration Provision captioned "No Class Actions Or Similar Proceedings" is struck in a proceeding brought as a class action or representative action, the entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that we and you retain the right to contest through appeal or further available judicial proceedings any determination with respect to this part of the Arbitration Provision. In the event of any conflict or inconsistency between this Arbitration Provision, on the one hand, and the Administrator's Rules or other provisions of this Agreement, on the other hand, this Arbitration Provision will govern.

Rejection of Arbitration Provision

- You may reject this Arbitration Provision, (and any prior arbitration provision between you and us) by sending us a notice ("Rejection Notice") that we receive within thirty (30) days after you open your Account. Any Rejection Notice must include your name, address and telephone number and must be signed by you. You must mail your Rejection Notice or send it by messenger service (such as Federal Express) to us at our Legal Department at Applied Bank, 2200 Concord Pike, Suite 102, Wilmington, DE 19803. In the event of any dispute concerning whether you have provided a timely Rejection Notice, you must provide a signed receipt as confirmation. This is the only method you can use to reject this Arbitration Provision.

Right to Offset

The Bank reserves the right to deduct all or any part of your Account balance to satisfy any claims we may have against you, without prior notice and to the extent permitted by law. You agree to reimburse the Bank for any attorneys' fees and expenses incurred.

In the event that legal proceedings are instituted against your Account, whether by a third party or by the Bank, you agree to reimburse the Bank for our attorneys' fees and related expenses. If the Bank receives notice of an adverse claim against funds in your Account, we may restrict access to the funds in your Account for a reasonable amount of time. The time frame for this restriction may be extended if we receive a court ordered directive or if we receive a bond that is satisfactory to us and that indemnifies us for any losses that we may sustain in connection with honoring the claim.

Your Account may not be transferred or assigned by you without the Bank's prior written consent. Information regarding your Account will be given only to those authorized to receive it.

Documentation Requests

The Bank will not return original checks or other paper items presented on your Account. We will provide you with a copy of any item requested and charge the appropriate fee listed in the Schedule of Fees.

Waiver of Rights

The Bank may from time to time waive the enforcement of any of the provisions of this Agreement. If we do, this will not affect our ability to enforce that provision in our dealings with other Customers or in our future dealings with you, nor will it be considered an amendment of this Agreement.

Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Delaware Law

This Agreement is subject to the laws of the State of Delaware.

Applied Bank®

Wilmington, DE

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