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DISCLOSURES AND ADDITIONAL  
IMPORTANT INFORMATION

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## TABLE OF CONTENTS

<b>PRIVACY POLICY</b> .....	1
<b>TERMS AND CONDITIONS OF YOUR ACCOUNT – Personal (Consumer) Accounts</b> .....	3
<b>TERMS AND CONDITIONS OF YOUR ACCOUNT – Business (Non-Consumer) Accounts</b> .....	9
<b>ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES – Personal (Consumer) Accounts</b> .....	14
<b>SUBSTITUTE CHECKS AND YOUR RIGHTS – Personal (Consumer) Accounts</b> .....	16
<b>YOUR ABILITY TO WITHDRAW FUNDS</b> .....	17
<b>TRUTH-IN-SAVINGS DISCLOSURE – Personal (Consumer) Accounts</b> .....	18
Simply Free Checking Account .....	18
Simply Free Non-Interest Checking Account .....	18
Flex Money Market Account .....	18
Simple Savings Account .....	18
My Savings Account .....	18
Certificate of Deposit.....	18
Individual Retirement Account Fixed Rate or Roth.....	19
Club Savings Account .....	19
Educators Club Account .....	19
<b>SPECIFIC ACCOUNT DETAILS – Business (Non-Consumer) Accounts</b> .....	20
Business Interest Checking Account and Cash Management Interest Checking Account .....	20
Free Business Checking Account and Cash Management Checking Account .....	20
IOLTA Checking Account .....	20
Cash Management Non-Profit/Government Checking Account.....	20
Business Money Market Account .....	20
Business Savings Account .....	20
Sub Escrow Savings Account .....	20
Certificate of Deposit .....	20
<b>COMMON ACCOUNT FEATURES</b> .....	21
<b>RATE INFORMATION</b> .....	21
<b>VISA® CHECK CARD/ATM CARD DISCLOSURE STATEMENT AND CARDHOLDER AGREEMENT</b> .....	23
<b>VISA® BUSINESS CHECK CARD AUTHORIZATION AND AGREEMENT</b> .....	27
<b>FEE SCHEDULE</b> .....	32



## FACTS WHAT DOES MID PENN BANK DO WITH YOUR PERSONAL INFORMATION?

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

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

- Social Security number
- Income
- Account balances
- Payment history
- Transaction history
- Credit history

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

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

**To limit our sharing**

- Call Toll-free 1-866-642-7736 - our menu will prompt you through your choice(s)
- Visit us online: <https://midpennbank.com/information-privacy-opt-out/>

**Please note:**  
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.  
However, you can contact us at any time to limit our sharing.

**Questions?** Call toll-free 1-866-642-7736 or go to [www.midpennbank.com](http://www.midpennbank.com)

What We Do	
<b>How does Mid Penn Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Mid Penn Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Apply for a loan</li> <li>● Use your credit or debit card</li> <li>● Make deposits or withdrawals from your account</li> <li>● Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Our affiliates include:</i> <ul style="list-style-type: none"> <li>● <i>Financial companies such as: MPB Financial Services Group LLC and MPB Risk Services LLC.</i></li> </ul> </li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Mid Penn Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include Securities broker-dealers, insurance companies, and companies that perform marketing services.</i></li> </ul>
Other Important Information	
<p><b>For Alaska, Illinois, Maryland and North Dakota Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p><b>For California Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p><b>For Massachusetts, Mississippi and New Jersey Customers.</b> We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p><b>For Vermont Customers.</b></p> <ul style="list-style-type: none"> <li>● We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.</li> <li>● Additional information concerning our privacy policies can be found at <a href="http://www.midpennbank.com">www.midpennbank.com</a> or call 1-866-642-7736.</li> </ul>	

# TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state or commonwealth of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**In New Jersey**, As used in this agreement, "party" means a person who has a present right, subject to request, to payment from the account. A P.O.D. payee or beneficiary of a revocable trust account is a party only after the account becomes payable to them by reason of their surviving the original payee or trustee. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee (of a trust created by a separate agreement) of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless they have a present right of withdrawal. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Pennsylvania"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**LIABILITY** - You agree, 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. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**In Pennsylvania, Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

**In New Jersey, Notice of withdrawal** - We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**In Pennsylvania, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (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. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**In New Jersey, ALL PERSONAL ACCOUNTS** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

**Individual Account** - is an account in the name of one person.

**Multiple-Party Accounts (joint accounts, trust accounts, and pay-on-death accounts)** - A multiple-party account is one with more than one party, or a trust or pay-on-death (P.O.D.) account. Any party to this agreement may withdraw all or any portion of the account balance unless otherwise indicated on the account records. Such accounts are subject to the Multiple Party Deposit Account Act, New Jersey Statutes Annotated (NJSA) § 17:161-1 et seq. (P.L. 1979 c. 491), and we will not be liable because of any payments made pursuant to the Act. We may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, 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 to 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. The financial institution is not required to determine net contributions. Each party owns their net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is owned by two or more parties. Upon the death of a party: (a) where there is only one surviving party, the entire account will belong to the survivor; (b) where there are two or more surviving parties, each party will continue to own their proportionate share as joint tenants with survivorship and not as tenants in common. The portion of the account owned by the deceased party will be shared equally by the survivors.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more parties, but none of you intend (merely by opening this account) to create any right of survivorship in any other party. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries or P.O.D. payees cannot withdraw unless: (1) all parties creating the account die, (2) the beneficiary/P.O.D. payee is then living, and (3) we are not otherwise required by New Jersey law to make payment to a parent, custodian, or guardian. If two or more beneficiaries/P.O.D. payees are named and survive the death of all parties creating the account, such beneficiaries/P.O.D. payees will own this account in equal shares, without right of survivorship. The party(ies) creating either of these account types reserves the right to: (1) change beneficiaries/P.O.D. payees, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**In Pennsylvania, NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent.

**In New Jersey, NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the 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 available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. 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 our exercise of our right of setoff.

**In Pennsylvania, AUTHORIZED SIGNER** - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

**In New Jersey, AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, 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. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

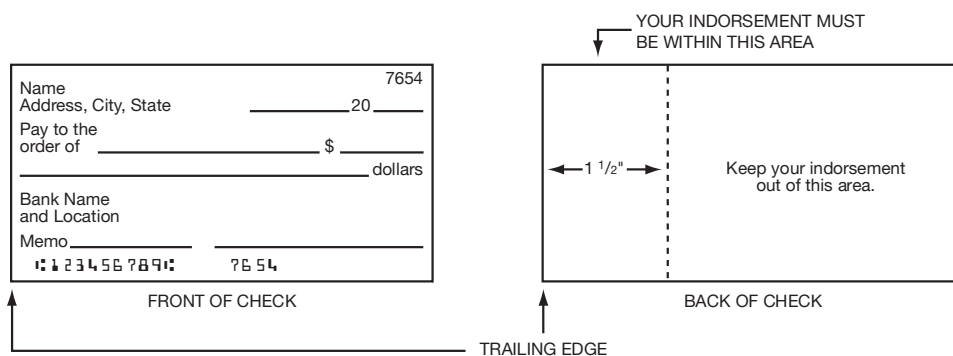
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**ACCOUNT SECURITY** -

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted 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 Article 4A-403(a) 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. Credit entries may be made by ACH. If we receive a payment order to credit 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.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve 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.

**HEALTH SAVINGS ACCOUNTS (HSA)** - For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns – for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state or commonwealth of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**In New Jersey**, As used in this agreement, "party" means a person who has a present right, subject to request, to payment from the account. A P.O.D. payee or beneficiary of a revocable trust account is a party only after the account becomes payable to them by reason of their surviving the original payee or trustee. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee (of a trust created by a separate agreement) of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless they have a present right of withdrawal. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Pennsylvania"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**LIABILITY** - You agree, 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. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### WITHDRAWALS -

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**In Pennsylvania, Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

**In New Jersey, Notice of withdrawal** - We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**In Pennsylvania, NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent.

**In New Jersey, NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the 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 available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. 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 our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, 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. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

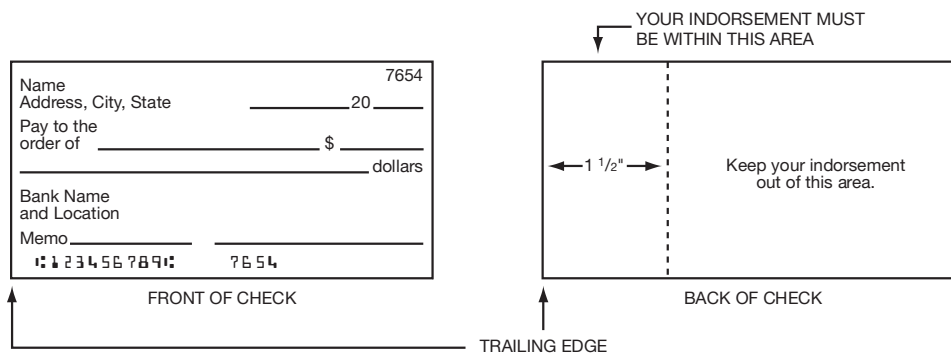
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted 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 Article 4A-403(a) 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. Credit entries may be made by ACH. If we receive a payment order to credit 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.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve 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.

# ELECTRONIC FUND TRANSFERS

## YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference. If applicable, you will receive an additional Electronic Funds Transfers (EFT) disclosure when you open a Check Card/Debit Card or apply for On-Line Banking, which are specific to these services.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits (such as Social Security, Armed Services Retirement, Railroad Retirement, or Veterans Administration Payments) to be accepted into your checking, savings or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**TeleBanker Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 1-888-643-7366 using your personal identification number, touch tone phone and account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- get information about:
  - the account balance of checking, savings, loans, IRA, HSA and CD account(s)
  - deposits to checking, savings, loans, IRA, HSA and CD accounts
  - withdrawals from checking, savings, loans, IRA, HSA and CD accounts

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-866-642-7736 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking and money market accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** 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 you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system 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.

**CONFIDENTIALITY** We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code 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 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limit on Liability for Visa®-branded Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, 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 (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

MID PENN BANK  
ELECTRONIC BANKING DEPARTMENT  
894 N. RIVER RD.  
HALIFAX, PA 17032  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 1-866-642-7736  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST



## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 12:00 P.M. EST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 12:00 P.M. EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, 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 \$6,725 on any one day.

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 or communications equipment.

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

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

## TRUTH-IN-SAVINGS DISCLOSURE Consumer Accounts

### SIMPLY FREE CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### SIMPLY FREE NON-INTEREST CHECKING ACCOUNT

Please refer to the Common Account Features section for account details.

### FLEX MONEY MARKET ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### SIMPLE SAVINGS ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every three (3) months. Interest will be credited to your account every three (3) months.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### My SAVINGS ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every three (3) months. Interest will be credited to your account every three (3) months.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### CERTIFICATE OF DEPOSIT

**Rate Information** - The interest rate and annual percentage yield in effect April 24th, 2026, will continue to be paid until the first maturity following this date.

**Compounding frequency** - The compounding frequency in effect April 24th, 2026, will continue until the first maturity following this date. Certificates automatically renewing after April 24th, 2026, with compounded interest, will compound the interest at maturity for terms six months or less. For terms seven months or greater, the interest will be compounded semiannually.

**Crediting frequency** - The interest rate and annual percentage yield in effect April 24th, 2026, will continue to be paid until the first maturity following this date. Certificates automatically renewing after April 24th, 2026, with compounded interest, will credit the interest at maturity for terms six months or less. For terms seven months or greater, the interest will be credited semiannually.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Transaction limitations:

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time requirements** - Your maturity date will not change.

**Early withdrawal penalties** - The early withdrawal penalty in effect as of April 24th, 2026, will remain the same until the first maturity following this date.

Certificates renewed after April 24th, 2026, will be subject to the early withdrawal penalties as listed in the Early Withdrawal Penalties section of this document.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**Minimum required penalty** - If you withdrawal monies within six days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the amount withdrawn.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Renewal policy** - If automatic renewal, the account renews at maturity for the same term and at the prevailing interest rate. Certificates renewing outside our standard terms will renew at maturity for the same term. The interest rate will be the prevailing interest rate of the next shorter, standard term, non-promotional certificate of deposit we offer on new certificates of deposits as of the maturity date. You will have ten calendar days after maturity to withdrawal the funds without a penalty.

If single maturity, the account will not automatically renew, and interest will cease upon maturity.

### INDIVIDUAL RETIREMENT ACCOUNT FIXED RATE OR ROTH

**Rate Information** - The interest rate and annual percentage yield in effect April 24th, 2026, will continue to be paid until the first maturity following this date.

**Compounding frequency** - The compounding frequency in effect April 24th, 2026, will continue until the first maturity following this date. Interest will be compounded annually on accounts automatically renewing after April 24th, 2026.

**Crediting frequency** - The crediting frequency in effect April 24th, 2026, will continue until the first maturity following this date. Interest will be credited annually on accounts automatically renewing after April 24th, 2026.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You cannot withdraw interest from your account before maturity.

**Time requirements** - Your maturity date will not change.

**Early withdrawal penalties** - The early withdrawal penalty in effect as of April 24th, 2026, will remain the same until the first maturity following this date.

Accounts renewed after April 24th, 2026, will be subject to the early withdrawal penalties as listed in the Early Withdrawal Penalties section of this document.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Minimum required penalty** - If you withdraw monies within six days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the amount withdrawn.

**Renewal policy** - If automatic renewal, the account renews at maturity for the same term and at the prevailing interest rate. Accounts renewing outside our standard terms will renew at maturity for the same term. The interest rate will be the prevailing interest rate of the next shorter, standard term, non-promotional Individual Retirement Account we offer on new Individual Retirement Accounts as of the maturity date. You will have ten calendar days after maturity to withdraw the funds without a penalty.

If single maturity, the account will not automatically renew, and interest will cease upon maturity.

### CLUB SAVINGS ACCOUNT

**Rate Information** - The interest rate and annual percentage yield in effect April 24, 2026, will be applied to the account until maturity.

**Compounding frequency** - The compounding frequency in effect April 24th, 2026, will continue until the first maturity following this date. Interest will be compounded annually on accounts automatically renewing after April 24th, 2026.

**Crediting frequency** - The crediting frequency in effect April 24th, 2026, will continue until the first maturity following this date. Interest will be credited annually on accounts automatically renewing after April 24th, 2026.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - The accrual of interest on noncash deposits in effect April 24th, 2026, will continue until the first maturity following this date. Interest begins to accrue on the business day you deposit noncash items (for example, checks) on accounts renewing after April 24th, 2026.

**Transaction limitations:**

You may make unlimited deposits into your account.

You may make withdrawals of principal from your account before maturity only if we agree at the time, you request the withdrawal.

You cannot withdraw interest from your account before maturity.

**Time requirements** - Your maturity date will not change. We will mail you a check within 7 days after maturity. Please notify Mid Penn Bank of any address change. If you have authorized a direct deposit instead of receiving a check, your account balance will be automatically deposited within 7 days after maturity, into the checking account or savings account you designated.

**Automatically renewable time account** - This account will automatically renew at maturity. The maturity date for the new term will be September 30th, 2027. Subsequent renewals will be for a one-year term. There is no grace period following the maturity of this account to withdraw funds without penalty.

### EDUCATORS CLUB ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding frequency** - The compounding frequency in effect April 24th, 2026, will continue until the first maturity following this date. Interest will be compounded annually on accounts automatically renewing after April 24th, 2026.

**Crediting frequency** - The crediting frequency in effect April 24th, 2026, will continue until the first maturity following this date. Interest will be credited annually on accounts automatically renewing after April 24th, 2026.

**Effect of closing an account** - If you close your account before interest is credited prior to the first maturity following April 24th, 2026, you will receive the accrued interest. If you close your account before interest is credited after the first maturity following April 24th, 2026, you will not receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations**

You may make unlimited deposits into your account.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal.

You cannot withdraw interest from your account before maturity.

**Time requirements** - Your maturity date will not change. We will mail you a check within 7 days after maturity. Please notify Mid Penn Bank of any address change. If you have authorized a direct deposit instead of receiving a check, your account balance will be automatically deposited within 7 days after maturity, into the checking account or savings account you designated.

**Automatically renewable time account** - This account will automatically renew at maturity. The maturity date for the new term will be June 30th, 2027. Subsequent renewals will be for a one-year term. There is no grace period following the maturity of this account to withdraw funds without penalty.

**Early withdrawal penalties** - Accounts renewed after April 24th, 2026, will be subject to the early withdrawal penalty of \$20.00 for each withdrawal before maturity.

## SPECIFIC ACCOUNT DETAILS Non-Consumer Accounts

### BUSINESS INTEREST CHECKING ACCOUNT and CASH MANAGEMENT INTEREST CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### FREE BUSINESS CHECKING ACCOUNT and CASH MANAGEMENT CHECKING ACCOUNT

Please refer to the Common Account Features section for details on this account.

### IOLTA CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, the accrued interest will be posted to remit to the appropriate IOLTA Fund.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### CASH MANAGEMENT NON-PROFIT/GOVERNMENT CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### BUSINESS MONEY MARKET ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### BUSINESS SAVINGS ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every three (3) months. Interest will be credited to your account every three (3) months.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### SUB ESCROW SAVINGS ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit noncash items (for example, checks).

### CERTIFICATE OF DEPOSIT

**Rate Information** - The interest rate and annual percentage yield in effect April 24th, 2026, will continue to be paid until the first maturity following this date.

**Compounding frequency** - The compounding frequency in effect April 24th, 2026, will continue until the first maturity following this date. Certificates automatically renewing after April 24th 2026, with compounded interest, will compound the interest at maturity for terms six months or less. For terms seven months or greater, the interest will be compounded semiannually.

**Crediting frequency** - The interest rate and annual percentage yield in effect April 24th, 2026, will continue to be paid until the first maturity following this date. Certificates automatically renewing after April 24th, 2026, with compounded interest, will credit the interest at maturity for terms six months or less. For terms seven months or greater, the interest will be credited semiannually.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time requirements** - Your maturity date will not change.

**Early withdrawal penalties** - The early withdrawal penalty in effect as of April 24th 2026, will remain the same until the first maturity following this date.

Certificates renewed after April 24th, 2026, will be subject to the early withdrawal penalties as listed in the Early Withdrawal Penalties section of this document.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**Minimum required penalty** - If you withdrawal monies within six days after the date of deposit, the minimum required penalty is seven (7) days' simple interest on the amount withdrawn.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Renewal policy** - If automatic renewal, the account renews at maturity for the same term and at the prevailing interest rate. Certificates renewing outside our standard terms will renew at maturity for the same term. The interest rate will be the prevailing interest rate of the next shorter, standard term, non-promotional certificate of deposit we offer on new certificates of deposits as of the maturity date. You will have ten calendar days after maturity to withdrawal the funds without a penalty.

If single maturity, the account will not automatically renew, and interest will cease upon maturity.

**COMMON ACCOUNT FEATURES**

The enclosed Fee Schedule describes fees which may be assessed against your account.

**Checking Account Notice:**

Mid Penn Bank may make a change in your checking account that will not affect your available balance, interest earnings, FDIC insurance, or bank statement. This account change will consist of creating a checking sub account and a savings sub account. The bank may periodically transfer funds between these two sub accounts. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty.

**Early Withdraw Penalties - Certificates of Deposit and Individual Retirement Accounts:**

EARLY WITHDRAWAL PENALTIES		
TERMS OVER	TERMS UP TO AND INCLUDING	EARLY WITHDRAWAL PENALTY
	3 Months	All Interest earned
3 Months	6 Months	3 Months loss of interest
6 Months	1 Year	6 Months loss of interest
1 Year	1½ Year	7 Months loss of interest
1½ Year	2 Years	8 Months loss of interest
2 Years	2½ Years	9 Months loss of interest
2½ Years	3 Years	10 Months loss of interest
3 Years	4 Years	12 Months loss of interest
4 Years	5 Years	14 Months loss of interest
5 Years	6 Years	16 Months loss of interest
6 Years	7 Years	18 Months loss of interest
7 Years	8 Years	20 Months loss of interest
8 Years	9 Years	22 Months loss of interest
9 Years	10 Years	24 Months loss of interest

**RATE INFORMATION**

Effective as of February 27, 2026

**SIMPLY FREE CHECKING ACCOUNT**

Tier 4 - If your daily balance is \$10,000.00 or more, the interest rate paid on the entire balance in your account will be .05% with an annual percentage yield of .05%.

Tier 3 - If your daily balance is more than \$4,999.99 but less than \$10,000.00 the interest rate paid on the entire balance in your account will be .03% with an annual percentage yield of .03%.

Tier 2 - If your daily balance is more than \$999.99 but less than \$5,000.00 the interest rate paid on the entire balance in your account will be .01% with an annual percentage yield of .01%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$1,000.00 the interest rate paid on the entire balance in your account will be .01% with an annual percentage yield of .01%.

**FLEX MONEY MARKET ACCOUNT**

Tier 5 - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be 1.24% with an annual percentage yield of 1.25%.

Tier 4 - If your daily balance is more than \$499,999.99, but less than \$1,000,000.00 the interest rate paid on the entire balance in your account will be 1.00% with an annual percentage yield of 1.00%.

Tier 3 - If your daily balance is more than \$249,999.99, but less than \$500,000.00 the interest rate paid on the entire balance in your account will be .75% with an annual percentage yield of .75%.

Tier 2 - If your daily balance is more than \$99,999.99, but less than \$250,000.00 the interest rate paid on the entire balance in your account will be .60% with an annual percentage yield of .60%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$100,000.00 the interest rate paid on the entire balance in your account will be .50% with an annual percentage yield of .50%.

**SIMPLE SAVINGS ACCOUNT**

The interest rate for your account is .01% with an annual percentage yield of .01%.

**MY SAVINGS ACCOUNT**

The interest rate for your account is .01% with an annual percentage yield of .01%.

**BUSINESS INTEREST CHECKING ACCOUNT and CASH MANAGEMENT INTEREST CHECKING**

Tier 3 - If your daily balance is \$10,000.00 or more, the interest rate paid on the entire balance in your account will be .03% with an annual percentage yield of .03%.

Tier 2 - If your daily balance is more than \$4,999.99, but less than \$10,000.00 the interest rate paid on the entire balance in your account will be .02% with an annual percentage yield of .02%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$5,000.00 the interest rate paid on the entire balance in your account will be .01% with an annual percentage yield of .01%.

**IOI TA CHECKING ACCOUNT**

Tier 3 - If your daily balance is \$10,000.00 or more, the interest rate paid on the entire balance in your account will be 1.49% with an annual percentage yield of 1.50%.

Tier 2 - If your daily balance is more than \$4,999.99, but less than \$10,000.00 the interest rate paid on the entire balance in your account will be 1.49% with an annual percentage yield of 1.50%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$5,000.00 the interest rate paid on the entire balance in your account will be 1.49% with an annual percentage yield of 1.50%.

**CASH MANAGEMENT NON-PROFIT/GOVERNMENT CHECKING ACCOUNT**

Tier 3 - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be .05% with an annual percentage yield of .05%.

Tier 2 - If your daily balance is more than \$24,999.99 but less than \$100,000.00 the interest rate paid on the entire balance in your account will be .03% with an annual percentage yield of .03%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$25,000.00 the interest rate paid on the entire balance in your account will be .02% with an annual percentage yield of .02%.

**BUSINESS MONEY MARKET ACCOUNT**

Tier 5 - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be 1.24% with an annual percentage yield of 1.25%.

Tier 4 - If your daily balance is more than \$499,999.99, but less than \$1,000,000.00 the interest rate paid on the entire balance in your account will be 1.00% with an annual percentage yield of 1.00%.

Tier 3 - If your daily balance is more than \$249,999.99, but less than \$500,000.00 the interest rate paid on the entire balance in your account will be .75% with an annual percentage yield of .75%.

Tier 2 - If your daily balance is more than \$99,999.99, but less than \$250,000.00 the interest rate paid on the entire balance in your account will be .60% with an annual percentage yield of .60%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$100,000.00 the interest rate paid on the entire balance in your account will be .50% with an annual percentage yield of .50%.

**BUSINESS SAVINGS ACCOUNT**

The interest rate for your account is .01% with an annual percentage yield of .01%.

**SUB ESCROW SAVINGS ACCOUNT**

Tier - If your daily balance is \$2,500,000.00 or more, the interest rate paid on the entire balance in your account will be 1.24% with an annual percentage yield of 1.25%.

Tier 5 - If your daily balance is more than \$999,999.99, but less than \$2,500,000.00 the interest rate paid on the entire balance in your account will be 1.24% with an annual percentage yield of 1.25%.

Tier 4 - If your daily balance is more than \$499,999.99, but less than \$1,000,000.00 the interest rate paid on the entire balance in your account will be 1.00% with an annual percentage yield of 1.00%.

Tier 3 - If your daily balance is more than \$249,999.99, but less than \$500,000.00 the interest rate paid on the entire balance in your account will be .75% with an annual percentage yield of .75%.

Tier 2 - If your daily balance is more than \$99,999.99, but less than \$250,000.00 the interest rate paid on the entire balance in your account will be .60% with an annual percentage yield of .60%.

Tier 1 - If your daily balance is \$.01 or more, but less than \$100,000.00 the interest rate paid on the entire balance in your account will be .50% with an annual percentage yield of .50%.

**VISA® CONSUMER CHECK CARD/ ATM CARD  
DISCLOSURE STATEMENT AND CARDHOLDER  
AGREEMENT**

By signing the VISA® (VISA) Check Card application or by use of such card, the applicant(s) ("you" or "your") agree with Mid Penn Bank ("us" or "we") in consideration for being issued a VISA Check Card. The purpose of this disclosure statement is to inform you of certain rights which you have under the Electronic Funds Transfer Act.

VISA Check Card Purchase Transactions. You may use the VISA Check Card at any retail establishment ("Merchant") where VISA Cards are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your Primary Transaction Account. When you make a purchase using the VISA Check Card you will be requesting us to withdraw funds from your selected Primary Transaction Account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Any Purchase refund made by a Merchant will be posted to your Primary Transaction Account.

You agree to sign your Mid Penn Bank VISA Check Card immediately upon receipt of the card. The card must be signed to be valid.

**1. VISA Check Card Services.** You may use your VISA Check Card with your Personal Identification Number ("PIN") at any PLUS Automated Teller Machine ("ATM") to conduct any of the following transactions for each of the accounts you have requested to be accessed by your VISA Check Card. You may use your card to:

- a. Withdraw cash from: Your Checking or Savings Account (including Money Market Account)
- b. Make deposits to: Your Checking or Savings Account (including Money Market Account)
- c. Transfer funds between: Your Checking or Savings Account (including Money Market Account)
- d. Pay for purchases: At places that have agreed to accept the card. However, if your Primary Transaction Account linked to your VISA Check Card is a Money Market or Savings account, you will **not** be able to use your card to pay for purchases.
- e. Pay bills directly: By telephone from your Checking or Savings Account (including Money Market Account) in the amount and on the days you request. (Restrictions apply to Money Market and Savings Account transactions.)
- f. Obtain the available balance(s) from: Your Checking or Savings Account (including Money Market Account)
- g. Access lines of credit: You can use your card to access credit balances if your designated deposit account has a linked line of credit.
- h. Access linked "transfer in" account balances: You can use your card to access linked account balances, such as a savings account, if your designated deposit account has a linked transfer in account.

Some Automated Teller Machines ("ATMs") may only provide access to the account that you have designated as your Primary Transaction Account. These are the present services available at PLUS® and VISA ATMs, but other services may be provided in the future as they are developed. The above transactions are only applicable to the accounts which you listed on your VISA Check Card Application form or such other accounts, which are added later at your request.

**2. PLUS Services.** You may use the VISA Check Card with your PIN at any PLUS automated teller machine ("PLUS ATM") located throughout the United States, the Commonwealth of Puerto Rico, Canada, Great Britain, and those foreign countries that may be added at a later date to conduct any of the following transactions that are available at the PLUS ATM. You may use your card to:

- a. Withdraw cash from: Your Checking or Savings Account (including Money Market Account)
- b. Make deposits to: Your Checking or Savings Account (including Money Market Account)
- c. Transfer funds between: Your Checking or Savings Account (including Money Market Account)
- d. Obtain the available balance(s) from: Your Checking or Savings Account (including Money Market Account)
- e. Access lines of credit: You can use your card to access credit balances if your designated deposit account has a linked line of credit.

**3. Other ATM/Network Access.** From time to time, we may make arrangements with other ATM networks to grant access to VISA Check Cards. We shall inform you when such arrangements are made and describe the services which are made available to you and the charges therefore at that time. This information will be displayed on Mid Penn Bank ATM terminal screens.

**4. Limitations on the Use of Your VISA Check Card.** We have the ability to set certain limits on the use of your VISA Check Card each day. For security reasons, there are limits on the number of transactions you can make using our terminals and point-of-sale transfer service.

- a. You may withdraw up to \$520 from our terminals per day (including surcharge fees) each time you use the card.
- b. You may purchase up to \$2,000 worth of goods or services per day each time you use the card in our point-of-sale transfer service. (Lower limits may apply to minors at the Bank's discretion.)

The total amount of your cash withdrawals and purchase transactions each day may not exceed \$2,520 combined. Furthermore, purchase refunds will be posted to the available balances in your Primary Account up to the purchase limit. Deposits made through an automated teller machine (ATM) are subject to our verification.

The daily card withdrawal and purchase limits start at 12:00 a.m. Eastern Time and end at 11:59 p.m. Eastern Time the same day.

You will be denied the use of the VISA Check Card if you (1) exceed the daily withdrawal or purchase limit, (2) do not have adequate funds available in your account, (3) do not enter the correct PIN. The receipt provided by the Automated Teller Machine or Merchant Terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in your card being restricted. The number of attempts that result in a restriction on your VISA Check Card is not revealed for security reasons.

**5. Business Days.** For purposes of funds availability, our business days are Monday through Friday, excluding holidays.

**6. Authorizations.** If a merchant or other financial institution requests an authorization for a transaction that you want to conduct, we will place a hold on your account. As a result, you will not have access to the funds on hold, other than for the transaction authorized, for the period of the hold. If we post the transaction to your account before the hold expires, your available balance in the account may be reduced by both the amount of the hold and the amount of the transaction until the hold expires.

**7. Use of Personal Identification Number (PIN) with VISA Check Card.** You understand that an Automated Teller Machine is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the PIN which you use with the VISA Check Card is your signature, identifies the bearer of the card to the ATM and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate your directions to a human teller. You also understand that a Merchant which accepts the VISA Check Card for a Purchase transaction may have an electronic terminal (Merchant operated or self-service) which requires the use of your PIN and when your PIN is used at a merchant's terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us.

**8. Security.** You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the VISA Check Card is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN. You acknowledge that a PIN is not used in a VISA point of Sale Purchase, and therefore you agree to take all reasonable precautions that no one else has access to your VISA Check Card. IF YOU AUTHORIZE ANYONE TO USE YOUR PIN IN ANY MANNER THAT AUTHORITY WILL BE CONSIDERED UNLIMITED IN AMOUNT AND MANNER UNTIL YOU SPECIFICALLY REVOKE SUCH AUTHORITY BY NOTIFYING MID PENN BANK AND CHANGING YOUR PIN IMMEDIATELY. YOU AGREE THAT THE USE OF YOUR PIN HAS THE SAME EFFECT AS YOUR SIGNATURE AUTHORIZING TRANSACTIONS. YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS MADE BY SUCH PERSONS UNTIL YOU NOTIFY US THAT TRANSACTIONS AND ACCESS BY THAT PERSON ARE NO LONGER AUTHORIZED AND YOUR PIN IS CHANGED. IF YOU FAIL TO MAINTAIN OR CHANGE THE SECURITY OF THIS PIN AND THE BANK SUFFERS A LOSS, WE RESERVE THE RIGHT TO TERMINATE YOUR ELECTRONIC FUNDS TRANSFER AND ACCOUNT SERVICES IMMEDIATELY.

**9. To Report Lost or Stolen ATM Card/VISA Check Card or PIN.** Tell us immediately if you believe your card or PIN code 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 us is the best way to limit your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit) if you do not inform us timely.

**10. An Unauthorized Transfer Involving the Loss or Theft of an Access Device.** If you tell us within two business days after you learn of the loss or theft of your card or PIN code, your liability will not exceed \$50 OR the total amount of unauthorized transfers if less than \$50, if someone used your card or PIN code without your permission.

If you inform us more than two business days after you learn of the loss or theft of your card or PIN code, up to 60 calendar days after transmittal of the bank statement showing the first unauthorized transfer made with your access device, and we can prove we could have stopped someone from using your card or PIN code without your permission if you had told us, your liability shall not exceed the lesser of \$500 OR the sum of:

- a. \$50 or the amount of unauthorized transfers occurring in the first two business days, whichever is less; AND
- b. The amount of unauthorized transfers occurring after the close of two business days and before notice to the Bank, provided the Bank establishes that these transfers would not have occurred had you notified the Bank within the two-business-day period.

**11. An Unauthorized Transfer Not Involving Loss or Theft of an Access Device.** You must report an unauthorized electronic fund transfer within 60 calendar days after transmittal of the bank statement on which the unauthorized transfer first appears to avoid liability for subsequent transfers. You will not be liable for unauthorized transfers that occur within the 60 calendar days after the transmittal of the periodic statement on which the first unauthorized transfer appears. This includes electronic fund transfers made by card, PIN code or other means. If you notify the Bank more than 60 calendar days after the transmittal of the periodic statement on which the unauthorized transfer first appears, your maximum liability is unlimited for the unauthorized transfers occurring 60 calendar days after the periodic statement and before notice to the Bank, provided the Bank establishes these transfers would not have occurred had you notified the Bank within the 60 calendar day period.

If you believe your card or PIN code has been lost or stolen, call:

**1-866-642-7736 or 1-800-528-2273 (24 hours/day)**

or write

Mid Penn Bank Operations Center  
Attn: Electronic Banking Department  
894 North River Road  
Halifax PA 17032

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

If you believe your card or PIN code has been lost or stolen, a new card may be issued to you, and your old card will be closed. After such time, if you find your old card, you must notify us and return your old card to us or destroy it. If you attempt to use your old card it may be captured and retained by an Automated Teller Machine.

**12. Documentation.** At your request, you will receive a printed receipt for each Automated Teller Machine, PLUS ATM, or purchase transaction, which you make at the time of the transaction. You will get a monthly account statement (unless there are no electronic fund transfers in a particular month. In any case you will get the statement at least quarterly).

**13. Liability.** If you fail to notify us promptly of the loss or theft of your VISA Check Card or PIN, your liability for unauthorized electronic fund transfers will depend on how quickly you notify us and whether we can show that we could have prevented the unauthorized transfers had you notified us timely.

If you notify us at 1-866-642-7736 or 1-800-528-2273 (24 hours a day), your liability for unauthorized electronic fund transfers will be limited as described below.

#### **PIN-BASED TRANSACTIONS**

- a. \$50 liability if you report the loss or theft of the Card within two business days of discovery that the Card was lost, stolen or otherwise compromised, including unauthorized use.
- b. You could be liable for up to \$500 if you do not report the loss or theft of the Card within two business days of discovery that the unauthorized use of your card or PIN and the Bank can establish that it could have prevented additional losses had you provided timely notification to us.
- c. If your monthly statement shows unauthorized transfers or purchases and you do not contact us within 60 calendar days after the statement was mailed to you, you may be liable for unlimited liability of the unauthorized transfers after the 60 calendar days, if we can prove that your contact to us would have prevented those losses.

#### **SIGNATURE-BASED TRANSACTIONS**

- a. \$0 liability if you report the loss or theft of the Card within 48 hours of discovery that the Card was lost or stolen.
- b. \$50 liability if you report the loss or theft of the Card beyond 48 hours of discovery that the Card was lost or stolen.
- c. If your monthly statement shows transfers or purchases that you did not make and you do not contact us within 60 calendar days after the statement was mailed to you, you may not get back any money lost after the 60 calendar days, if we can prove that your contact to us would have prevented those losses.

**14. For other assertions of unauthorized Visa Transactions:**

There is \$0 liability if you provide proper notification of unauthorized Visa Transactions. However, we may require you to provide a written statement regarding claims of unauthorized Visa Transactions. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Check Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number, which are not processed by VISA, or to commercial check cards.

**15. Deposits and Funds Availability Information.** You agree that when you make a deposit at an ATM, the Bank has the right to verify the deposit before the Bank makes the funds available to you. If you deliver cash, checks or other items to an ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal. The availability of your deposit shall depend on the Bank's rules and regulations regarding the particular account in which you are making a deposit, the items you are depositing in accordance with the Bank's Funds Availability Policy which is contained in our disclosure statement required under the Expedited Funds Availability Act ("EFAA"), a copy of which has been previously provided to you or is available upon request, and whether the deposit is made at an ATM owned by Mid Penn Bank or another financial institution. You also understand and acknowledge that not all ATMs accept deposits, and some ATMs may limit the amount of funds that may be deposited and the Bank may not control these limits. You may not deposit any foreign currency or foreign checks.

The amount of funds you can withdraw from deposits is limited by your daily withdrawal limit. When all of the deposited funds become available, you may withdraw against the entire amount deposited, up to the daily withdrawal limit.

**16. In Case of Errors or Questions about Your Electronic Transfers, call or write us at:**

Call: 1-866-642-7736  
Mail: Mid Penn Bank Operations Center  
Attn: Electronic Banking Department  
894 N River Rd  
Halifax PA 17032

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent you the FIRST statement on which the problem or error appeared. You must do the following:

- a. Tell us your name, account number and VISA Check Card number;
- b. Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, 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 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (5 business days for VISA Check Card point-of-sale transactions) 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 provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new accounts (less than 30 calendar days old), we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

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.

If we conclude that no error has occurred and we provisionally credited your account with funds while investigating an error, you must repay those funds to us.

**17. Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers, or;
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or;
- c. In order to comply with government agency or court orders, or;
- d. If you give us your written permission.
- e. As explained in the separate Privacy Policy

**18. Our Liability for Failure to Complete an Electronic Funds Transfer Transaction.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the money in your account is subject to legal process or other claim restricting such transfer.
- c. If you have an overdraft line and the transfer would go over the credit limit.
- d. If the automated teller machine where you are making the transfer does not have enough cash.
- e. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- f. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- g. There may be other exceptions stated in this agreement and in other agreements with you.

**19. Negative Balances.** You promise to pay us immediately upon demand for any negative balance arising in your Account and the fee for processing the withdrawal against non-sufficient funds (NSF) in the Account accessed. The Bank may deduct the amount of the negative balance and the NSF fee from any other account you have with the Bank, except an Individual Retirement Account (IRA).

**20. Foreign Currency Card Transactions.** Since all transactions on U.S. issued debit cards are billed in US dollars, Visa converts any transaction amount made in non-US currency outside of the US, Puerto Rico, or the US Virgin Islands into US dollars and Visa applies a one percent (1%) processing fee, called an International Service Assessment (ISA) fee, to the transaction total. The Visa ISA fee of 1% includes Visa transactions conducted in or with foreign countries in United States (U.S.) dollars, even when no currency conversion is required. An ISA fee will appear as a separate line item, along with corresponding transaction details, on your account statement. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus the 1% Visa ISA fee for the currency conversion. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account.

**21. Illegal Transactions.** You are prohibited from using your VISA Check Card or PIN for illegal transactions, including, but not limited to, illegal Internet gambling. You agree to indemnify Mid Penn Bank for illegal transactions you conduct using your VISA Check Card.

**22. VISA Check Card Renewal.** For your protection, your VISA Check Card is issued with an expiration date. Upon expiration of your VISA Check Card, and if your account is active and in good standing, we may issue you a renewal Card. For security reasons, individual Mid Penn Bank VISA Check Cards within their expiration period but reflecting no activity for a period of six months or more will become inactive and will not be reissued after expiration.

- 23. Joint Accounts, Liability and Card Ownership.** If the Mid Penn Bank VISA Check Card is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and those of the deposit and overdraft credit line account(s) to which it may relate. Each depositor on a joint account must sign a separate Agreement to obtain an individual Mid Penn Bank VISA Check Card and PIN. You agree that if you make deposits to your account(s) with items other than cash and the Bank makes funds available to you from such deposits prior to collection, the Bank may deduct the amounts of such funds which are not collected from your account(s) or if the funds in your account(s) are not sufficient at such time, you will promptly pay the Bank any amount of such funds which are not collected. You agree that the Mid Penn Bank VISA Check Card is the Bank's property, and you will surrender it to the Bank upon request.
- 24. Amendment of this Agreement.** You agree that from time to time we may amend or change the terms of this Agreement including amendments or changes to add further VISA Check Card services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your first use of the VISA Check Card after the effective date of any such amendment or changes shall constitute your acceptance of and agreement to such amendment or change.
- 25. Ownership.** You agree that the VISA Check Card is the property of Mid Penn Bank, and you will surrender it to us upon our request. You agree that the VISA Check Card is non-transferable.
- 26. Refusal to Honor Card.** The Bank is not liable for the refusal or inability of any electronic terminal to honor the VISA Check Card or to complete a withdrawal from your Account, or for their retention of the VISA Check Card. We are also not responsible for the refusal of any merchant or financial institution to honor the VISA Check Card or for their retention of the VISA Check Card.
- We reserve the right to cancel, modify or restrict your VISA Check Card access upon proper notice, or without notice, if your Account becomes overdrawn, the Bank learns that your card has become compromised, the Bank learns of possible fraud on your linked card account, or if you have violated any terms of this or any Agreement you may have with us.
- 27. Termination of VISA Check Card by Customer.** If you ask us to terminate your account or the use of any VISA Check Card, you will remain liable for subsequent transactions performed by you or any authorized user.
- 28. Disclosures.** You hereby acknowledge receipt of this disclosure statement and cardholder agreement informing you of your rights under the Electronic Funds Transfer Act upon first use of your card.

#### FEE SCHEDULE

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Mid Penn Bank cardholders using Mid Penn Bank owned ATMs receive free transactions. Transactions are Withdrawals, Transfers, Deposits and Balance Inquiries.

**Charges for Transactions.** We reserve the right to change our Fee Schedule from time to time and to charge your account in accordance with the Fee Schedule that will be provided to you at least 30 days prior to assessment or change in assessment. You agree to pay the charges or transaction fees, which are charged by us for these services or for services which may later be offered.

(Limits and fees listed in the Fee Schedule are subject to change.)

#### ATM SAFETY TIPS

1. Be alert to your surroundings. If you observe or sense suspicious persons or circumstances, do not use the ATM at that time.
2. Close the door behind you when using an ATM with a door.
3. Commit your PIN to memory and never share it.
4. Immediately secure cash before leaving the ATM.
5. Report security concerns or request assistance by contacting Mid Penn Bank at 1-866-642-7736. In New Jersey, you can also report security concerns by the New Jersey Department of Banking at 609-292-7272 (for New Jersey cardholders).

#### SAFE ONLINE SHOPPING TIPS

1. Visit secure sites - Look for an "s" after the "http" in the web page address or URL of the online store you are visiting.
2. Keep your password secret - Some online stores require you to register a user name and password before making a purchase. Just as you keep your ATM code secret, keep your passwords and log in credentials secret.
3. Compare then buy - Check out products and prices in different online shops before you buy.
4. Protect your card details - Only give your card details when making purchases. Never reveal them for any other reason.
5. Check delivery and return policies - Before completing an online transaction, read the delivery and return policies on the online store's home page. Find out if you can return items and who bears the cost.
6. Never send payment information via email - Information that travels over the internet (such as email) is not fully protected from being read by outside parties. Most reputable merchant sites use encryption technologies that will protect your private data from being accessed by others as you conduct an online transaction.
7. Keep a record of your transactions - Just as you save store receipts, you should keep records of your online purchases. Back up your transaction by saving and/or printing the order confirmation.
8. Review your monthly account statement thoroughly - Monitor your monthly statements. Check all transactions, even the small ones, because criminals test out stolen accounts by buying inexpensive items rather than large ones.
9. Look for "micro deposits" on your account or monthly statements. Micro deposits are small temporary deposits, typically under \$1.00, used to verify bank account ownership. This process is commonly used when linking your bank account with another external account or payment platform. Typically, two small deposits are made, and the account holder must confirm the exact amounts on an external site/service to complete the verification process. Typically, the next day, the micro deposits are then debited back out of your account as one amount totaling both micro deposit credits. Micro deposits that you did not request or do not recognize should be reported immediately to the Bank to prevent any possible additional fraud from occurring.
10. Only open and respond to emails that pass some basic tests.
  - Is the email from somebody you know?
  - Have you received emails from this sender before?
  - Were you expecting the email with an attachment from this sender?
  - Does the email from the sender with the contents described in the subject line and the name of the attachment make sense?
  - Do you know that emails, email attachments and email links could contain virus?
  - Promptly notify the Bank of any suspicious email activities, especially if you opened an email that now seems suspicious.

Revised 12/25

# VISA® BUSINESS CHECK CARD AUTHORIZATION AND AGREEMENT

Applicant (hereafter referred to as "you" and "your") requests that Mid Penn Bank (also referred to as "we" and "our") provide a Visa® (Visa) Business Check Card (hereinafter referred to as "Business Check Card" or "Card") to the individual (hereafter referred to as "Cardholder") listed within this application and authorizes cardholder to make withdrawals from the business account(s) listed on your application using a Business Check Card.

You agree that this is a business account and shall not be used for individual personal consumer use. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree that each Business Check Card issued shall be used solely to access your account(s) for business purposes and authorize and direct us to effect transfers initiated by all cardholders on your account(s). The issuance of a Business Check Card to your duly authorized cardholder, and the first transaction originated by the cardholder activating the card, constitutes adequate security procedures. As a security feature, you agree that a Card and a PIN must be used together to obtain cash at designated ATMs. Once a card has been issued, it cannot be transferred to another person. Each cardholder must sign their card before it may be used. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure. You also agree to all security procedures identified in the Business Check Card Agreement. You are liable for the payment of Card transactions authorized by you or any authorized Cardholder.

You agree that if your account has insufficient funds to cover the Business Check Card transaction, your account will be overdrawn. You will promptly pay the overdraft and all fees and charges connected with it. The issuance and use of Business Check Card are subject to the fees described in our Fee Schedule. You hold Mid Penn Bank harmless from all damages including incidental and consequential damages suffered by you as a result of any overdraft resulting from the use of the Business Check Card.

Below are the types of transactions your Card will accommodate. You may access your account by ATM using your Card to:

1. Make deposits to your business checking account.
2. Get cash withdrawals from your Business Checking account.
3. Get cash withdrawals from your Business Savings account.
4. You may withdraw no more than \$520 per day.
5. Transfer funds from your Business Checking account to your Business Savings account.
6. Transfer funds from your Business Savings account to your Business Checking account.

Get information about:

1. The account balance of your Business Checking account.
2. The account balance of your Business Savings account.

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

You may access your Business Checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You agree that electronic funds transfers initiated with the Visa® trademark are subject to business transaction limits of up to a maximum of \$5,000 per day for point-of-sale transactions and up to a maximum of \$520 per day for cash withdrawals at ATMs. The day for withdrawal and purchase limits starts at 12:00 a.m. Eastern Time and ends at 11:59 p.m. Eastern Time. Approved card limits could be less than the maximum amounts stated. These amounts may be amended from time to time. If a purchase is planned in excess of your card's maximum daily limit, special temporary arrangements can be made with the Bank to increase the business point-of-sale transaction limit provided the Bank is notified in advance of the planned purchase. We may terminate your use of the Business Check Card at any time without prior written notice.

Our policy is to post and pay card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

**Change in Authorized Users.** Business Check Cards are issued for use by an assigned cardholder authorized by the company or organization. You agree to obtain the card from the cardholder and notify the Bank immediately if the individual is no longer authorized to use the card. The company or organization shall be liable for any authorized or unauthorized use of the card.

There are no fees currently assessed by Mid Penn Bank for use of a Business Check Card in conjunction with Mid Penn Bank ATMs. Transactions at ATMs not owned or operated by Mid Penn Bank may be subject to a fee assessed by the ATM terminal owner/operator and/or by an automated transfer network.

**Deposits and Funds Availability Information.** You agree that when you make a deposit at an ATM, the Bank has the right to verify the deposit before the Bank makes the funds available to you. If the amount contained in your deposit envelope differs from the amount you indicate, we will adjust your account(s) to reflect the amount we have received and advise you of any difference. If you deliver cash, checks or other items to an ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal. The availability of your deposit shall depend on the Bank's rules and regulations regarding the particular account in which you are making a deposit, the items you are depositing in accordance with the Bank's Funds Availability Policy which is contained in our disclosure statement required under the Expedited Funds Availability Act ("EFAA"), a copy of which has been previously provided to you or is available upon request, and whether the deposit is made at an ATM owned by Mid Penn Bank or another financial institution. You also understand and acknowledge that not all ATMs accept deposits and some ATMs may limit the amount of funds, which may be deposited and the Bank may not control these limits. You may not deposit any foreign currency or foreign checks. All items presented at a Mid Penn Bank ATM are removed by 12:00 p.m. noon each business day.

The amount of funds you can withdraw from deposits is limited by your daily withdrawal limit. When all of the deposited funds become available, you may withdraw against the entire amount deposited, up to the daily withdrawal limit.

**Foreign Currency Card Transactions.** Since all transactions on U.S. issued debit cards are billed in US dollars, Visa converts any transaction amount made in non-US currency outside of the US, Puerto Rico, or the US Virgin Islands into US dollars and Visa applies a one percent (1%) processing fee, called an International Service Assessment fee, to the transaction total. The Visa ISA fee of 1% includes Visa transactions conducted in or with foreign countries in United States (U.S.) dollars, even when no currency conversion is required. These fees may appear as a separate line item, along with corresponding transaction details, on your account statement. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus the 1% Visa ISA fee for the currency conversion. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account.

We reserve the right to institute additional fees, and to charge your account in accordance with the fee schedule to be provided to you at least 30 days prior to assessment or change in assessment.

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals.

**Retain Copies for Your Records.** You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements.** You will get a monthly account statement from us for your Business Checking account, which will also include a record of transactions made using your Card.

**Our Liability for Failure to Complete an Electronic Funds Transfer Transaction.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

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 money in your account is subject to legal process or other claim restricting such transfer.
3. If you have an overdraft line and the transfer would go over the credit limit.
4. If the automated teller machine where you are making the transfer does not have enough cash.
5. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
7. There may be other exceptions stated in this agreement and in other agreements with you.

**Additional Risk Associated with Use of Business Purpose Cards.** You may not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

**Your Liability for Unauthorized Transfers.** You are liable for Card transactions, conducted using a PIN, you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law. Tell us AT ONCE if you believe your Card and/or PIN code has been lost, stolen or otherwise used without your authorization or otherwise compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any applicable Overdraft protection funds. If your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and PIN will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 calendar days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise. With Visa's Zero Liability Policy, if you notify us of the loss or theft of your Visa Business Check Card, your liability for unauthorized Visa purchases or point-of-sale transactions is \$0. Visa's Zero Liability Policy does not apply to ATM transactions or to PIN transactions or other transactions not processed by Visa.

**Contact in Event of Unauthorized Transfers.** If you believe your Card and/or PIN code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us immediately at:

**Phone: 1-866-642-7736**

**or write: Mid Penn Bank Operations Center  
Attn: Electronic Banking  
894 N. River Rd  
Halifax, PA 17032**

**Consequential Damages.** We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

**Responsibility for Use of Card and PIN Number.** You warrant that all authorized Cardholders will:

1. Be designated in your Business Check Card Application, and
2. To the extent an authorized Cardholder is permitted to use the Card to engage in any activity, such authorized Cardholder will be considered an authorized signer on the account.

If you or any authorized user furnishes a Card to another person, you shall be deemed to have authorized all transactions that may be accomplished by the Card until you have given us actual written notice that further transactions are unauthorized.

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, any circumstance, exceed a total of 60 calendar days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 calendar days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 business days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law. Call or write us immediately with errors or questions about your electronic transfers at the telephone number listed below. If you tell us orally, we may require your complaint or question in writing within 14 business days. If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as possible under the circumstances. You may ask for copies of the documents that we used in our investigation.

**OUR CONTACT INFORMATION:  
Mid Penn Bank Operations Center  
894 N River Rd  
Halifax PA 17032  
Phone: 1-866-642-7736 (24 hours/day)**

Mid Penn Bank defines an "unauthorized transaction" to exclude either or both of the following:

1. Any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account.
2. Any transaction by a cardholder that exceeds the authority given by the Visa Business Check Card account owner.

**Verified by Visa Requirement.** To protect your Visa Business Check Card against unauthorized online purchases, you may be required to register your card in the Verified by Visa program in order to make an online purchase with any retailer that participates in the Verified by Visa merchant program. If you do not register your card in this program, you may not be able to make the online purchase with the participating Verified by Visa merchant. There is no fee to register your card and, for your protection, Mid Penn Bank encourages you to do so. Please refer to the separate disclosure regarding Mid Penn Bank's Verified by Visa Terms of Service.

**Illegal Transactions.** You are prohibited from using your VISA Business Check Card or PIN for illegal transactions, including, but not limited to, Internet gambling. You agree to indemnify Mid Penn Bank for illegal transactions you conduct using your VISA Business Check Card.

**VISA Check Card Renewal.** For your protection, your VISA Business Check Card is issued with an expiration date. Upon expiration of your VISA Business Check Card, and if your account is active and in good standing, we may issue you a renewal Card. For security reasons, individual Mid Penn Bank VISA Business Check Cards within their expiration period, but reflecting no activity for a period of six months or more, will become inactive and will not be reissued after expiration.

**Amendment of this Agreement.** You agree that from time to time we may amend or change the terms of this Agreement including amendments or changes to add further VISA Business Check Card services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your first use of the VISA Business Check Card after the effective date of any such amendment or changes shall constitute your acceptance of and agreement to such amendment or change.

**Ownership.** You agree that the VISA Business Check Card is the property of Mid Penn Bank and you will surrender it to us upon our request. You agree that the VISA Business Check Card is non-transferable.

**Refusal to Honor Card.** The Bank is not liable for the refusal or inability of any electronic terminal to honor the VISA Business Check Card or to complete a withdrawal from your Account, or for their retention of the VISA Business Check Card. We are also not responsible for the refusal of any merchant or financial institution to honor the VISA Check Card or for their retention of the VISA Business Check Card.

We reserve the right to cancel, modify or restrict your VISA Business Check Card access upon proper notice, or without notice if your Account becomes overdrawn, or if you have violated any terms of this or any Agreement you may have with us.

Termination of VISA Check Card by Customer. If you ask us to terminate your account or the use of any VISA Business Check Card, you will remain liable for subsequent transactions performed by you or any authorized user.

**Disclosures.** You hereby acknowledge receipt of this disclosure statement and cardholder agreement upon first use of your card.

#### FEE SCHEDULE

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Mid Penn Bank cardholders using Mid Penn Bank owned ATMs receive free transactions. Transactions are Withdrawals, Transfers, Deposits and Balance Inquiries.

**Charges for Transactions.** We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least 30 days prior to assessment or change in assessment. You agree to pay the charges or transaction fees, which are charged by us for these services or for services, which may later be offered.

(Limits and fees listed in this brochure are subject to change.)

#### TERMS AND CONDITIONS Apple Pay, Samsung Pay, Google Pay

Note: Items highlighted in **bold** reference to terminology defined in the appendix.

Thank you for being a Mid Penn Bank customer and requesting to use your Check Card with your eligible mobile communication device to enable you to make purchases on your Check Card through your device (the "Service").

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE BEGINNING THE SERVICE.** You enable your **Eligible Device** to make purchases by incorporating and storing your **Provisioned Check Card** network token on your **Eligible Device**.

When enabled, your **Eligible Device** becomes an **Enabled Device**. When you create, activate, or use your **Enabled Device**, you are agreeing to and are bound by these terms and conditions. If you do not want to agree and be bound by these terms and conditions, do not enable your **Eligible Device** and do not create, activate, or use the service on your **Eligible Device**.

In these Terms and Conditions, "you" and "your" refer to the **Cardholder** of the Check Card issued to the **Cardholder** by us. "We," "us," and "our" refer to Mid Penn Bank, the issuer of your Check Card.

Mid Penn Bank is not the provider of your **Eligible Device** nor do we provide the application software (app) that will enable your **Eligible Device** to become an **Enabled Device** that stored your **DPAN**. The app is provided by and available through a third party vendor. Your **Enabled Device**, when used in accordance with the instructions, should enable you to make a **Charge** to your **Provisioned Account**. We are not responsible to you for the operation of the **Program** and the operation may not be available at all times or be error free. You are responsible for the transactions conducted using your **Enabled Device**. You are responsible for the fees and charges associated with the **Service** and your use of your **Enabled Device** imposed by a **Payment Network** or your internet service, other wireless communication provider, or other third party, including, but not limited to, data transmission and usage fees.

Your **Provisioned Card** is subject to the same terms and conditions that governed your Check Card before it became a **Provisioned Card** and transactions successfully conducted using your **Enabled Device** are subject to the same rights and obligations as stated in your Visa Check Card/ATM Card Disclosure Statement and Cardholder Agreement (hereafter, referred to as "Cardholder Agreement"). Consult your Cardholder Agreement for further information.

You are responsible to safeguard your **Enabled Device** and to keep your login and your service authentication credentials secure. You agree to call us at once if you believe your **Enabled Device** or your authentication credentials have been lost, stolen, or compromised in any way or you believe an unauthorized person has used or may use your **Enabled Device** or your authentication credentials.

If you notice the loss or theft of your Check Card, Account number, PIN, or **Eligible Device**, or a possible unauthorized use of your Check Card or possible unauthorized use of your **Eligible Device** to make purchases on your Check Card, you should call us immediately at 1-866-642-7736. You will not be liable for any unauthorized use that occurs after you notify us. However, you may be liable for unauthorized use that occurs before your notice to us. Your liability, provided you notify the Bank within two (2) business days of learning that your Check Card or Eligible Device is missing, or the possible unauthorized use of your Check Card or Eligible Device, cannot exceed \$50. Your liability for failing to notify the Bank within two (2) business days of learning that your Check Card or **Eligible Device** is missing, or has possibly been used without your authorization, will not exceed \$500. Your liability may be lower in cases of VISA Check Card fraud in accordance with current VISA U.S.A., Inc. Operating Regulations and such liability may not apply when the Account and/or Check Card is used to make an electronic transfer. In the event a use of the Check Card, Account number of the Check Card, or **Eligible Device** constitutes an **Electronic Fund Transfer**, the terms and conditions of the Bank's Electronic Fund Transfers disclosure shall govern such transactions to the extent the Electronic Fund Transfers disclosure expands or amends this Agreement or your Cardholder Agreement.

If your Check Card or your **Account** is not in good standing with us, then your Check Card is not eligible to become a **Provisioned Card** on your **Eligible Device**. We reserve the right, at any time and at our discretion, to: (a) refuse to allow you to associate an **Eligible Card** with an **Eligible Device** (b) terminate your use of a **Provisioned Card** in an **Enabled Device**, and/or (c) block **Charges** intended to be made using your **Enabled Device**.

Privacy Policy. You are covered by our Privacy Policy. A copy of the Bank's Privacy Policy is available upon request by calling 1-866-642-7736. You authorize us to provide information about you your **Provisional Account**, and your **Provisioned Card** to third parties as we reasonably believe is required to allow your Check Card to become a **Provisioned Card** in your **Eligible Device**. Third parties to which we may provide such information hereunder include, but are not limited to, **Payment Networks** and software application providers. Information about you provided to third parties is covered by that particular party's privacy policy. We are not responsible and will not be liable to you for any breach of the obligation of confidentiality by any third party to whom we provide information in connection with the establishment or provision of the Service to you. This is provided that we did so in good faith and with your approval that you have provided by your creation, activation, or use of your **Enabled Device**. We may also use information about you and provide such information to others to improve our ability to provide the Service on condition that such information is not identifiable, directly or indirectly, as being about you.

You acknowledge that we are not the provider of the application software that enables your **Eligible Device** to become an **Enabled Device**. Use of your **Enabled Device** involves the electronic transmission of personal information through third parties. Because we do not control these third parties, we do not guarantee the privacy or security of the transmissions and shall not be responsible or liable to you for the performance or the non-performance of your **Enabled Device** or any third party not directly under our control. We do not represent or warrant that the **Service** will be available or error free.

We may process **Adjustments, Chargebacks, Merchandise Returns, and Claims** as provided in your Cardholder Agreement.

We can change these Terms and Conditions at any time, including adding or deleting provisions. Your continued use of the **Service** following such change is your agreement to the change. We may terminate the **Service** in whole or in part for use by you at any time. Our obligation to provide notice to you of any termination or any change shall be as required by **Applicable Law**. You may not change these Terms and Conditions and any change applicable only to you must be in writing and signed by us.

You consent to receive electronic communications and disclosures from us in connection with the **Service**, the **Program**, your **Provisioned Card**, your **Provisioned Account** and your **Enabled Device**. You agree that we may contact you by means of e-mail at any e-mail address you provide to us from time to time. In the event you change your e-mail address, you agree that we shall have a reasonable period of time to make the change on our systems. You agree to advise us promptly in the event your contact information changes. We may provide notices to you concerning these Terms and Conditions, your use of the **Service**, the **Program**, your **Provisioned Card**, your **Provisioned Account**, and your **Enabled Device** to any e-mail or mailing address we have on file for you.

These Terms and Conditions are governed by federal and applicable state law and subject to the law of the state governing your **Account**. Disputes arising out of or in any way related to the **Service** or your Check Card are subject to the dispute resolution procedures of your **Account** or your **Cardholder Agreement** if different from those governing your Account.

#### APPENDIX - Definitions of Terms:

1. **Account:** Any Check Card account you open with Mid Penn Bank under which a purchase, cash advance, or ATM withdrawal may be made by or to a Person (or any Person authorized by such Person) pursuant to your Cardholder agreement.
2. **Adjustment:** A Charge where the transaction amount is adjusted but not entirely reversed.
3. **Applicable Law:** All laws, rules, regulations, published standards, permits, judgments, writs, injunctions, rulings, published administrative guidance or other regulatory bulletins or published guidance, regulatory examinations or orders, and decrees and orders of any governmental authority.
4. **Card:** Any physical, digital, or virtual Check Card or other payment device accessing an Account issued or made available by Mid Penn Bank and offered on an applicable Payment Network.
5. **Cardholder:** A Person that has an Account with Mid Penn Bank or whose name appears on the Check Card.
6. **Charges:** Any payment, purchase, or cash advance made by means of a Check Card.
7. **Chargeback:** A Charge subject to reimbursement from a merchant to Mid Penn Bank other than Adjustments or Merchandise Returns, under the agreement between acquirers and Mid Penn Bank or applicable Payment Network.
8. **Claim:** Any claim (including counter or cross-claim) assertion, event, condition, investigation, proceeding, or examination not in the ordinary course, by any third party.
9. **DPAN:** Device Primary Account Number (also known as the "Digital" Primary Account Number) means the "network token" generated by the Payment Network or Mid Penn Bank that identifies the Provisioned Card that is associated with the Cardholder's FPAN. The DPAN is used by Mid Penn Bank to identify the same Check Card and Account on which to Charge purchase transactions or other transactions using an Enabled Device.
10. **Electronic Fund Transfer:** - A funds transfer initiated through an electronic terminal, telephone, computer (including on-line banking) or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.
11. **Eligible Card:** A Check Card offered by Mid Penn Bank from time to time on a Network or a Network Operated PN.
12. **Enabled Device:** A mobile communications device storing the Check Card credentials of a Cardholder.

13. **Eligible Device:** A mobile communications device, such as a cell phone, that is capable of becoming an Enabled Device by means of an application software available by download from a third party, such as Apple, Inc.
14. **FPAN:** (Funding Primary Account Number) means the number of the actual (primary) Checking or Savings Account appearing on the physical Check Card (or similar device) issued by Mid Penn Bank.
15. **Improper Charge:** Any Charge to an Account initiated by a Person who is not authorized to make the Charge, including a fraudulent Charge.
16. **Merchandise Return:** A Charge that is subject to reimbursement by the merchant to Mid Penn Bank arising from a merchandise return under agreement between acquirers and Mid Penn Bank or under applicable Network rules.
17. **Network:** VISA U.S.A., Inc. and any other operator of a Payment Network available through Mid Penn Bank.
18. **Network Operated PN:** Collectively the Payment Networks operated by Network.
19. **Payment Network:** Any one of VISA, MasterCard, Discover, American Express, or any other similar operator permitting a business or a consumer to engage in financial transactions using a credit, debit, or prepaid Check Card.
20. **Person:** Any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated association, governmental authority, or other entity.
21. **Program:** A remote payment transaction initiated through an Enabled Device.
22. **Provisioned Account:** An Account associated with a Provisioned Card.
23. **Provisioned Card:** An Eligible Card that is associated with an Enabled Device so that the Enabled Device may be used to make a Charge to the Provisioned Account of the Cardholder of the Check Card.

Revised 01-20

**FEE SCHEDULE**  
Effective February 24, 2026

**Checking & Savings Account Services:**

Checks/Deposit Tickets .....	Cost varies based on style
Endorsement Stamps .....	Cost varies
Check Copy (3 free copies per month) .....	\$0.25
Counter Check .....	\$1.00 each
Item Processing Fee of items improperly encoded or not machine readable .....	\$1.00 per item
(This fee does not apply if the checks are purchased through Mid Penn Bank's check vendor.)	
Item Processing Fee of items presented on a closed account and charged to another account .....	\$2.00 per item
Multiple Mailing .....	\$5.00 per cycle
Non-Sufficient Funds (NSF) Paid Item Fee-short \$10 or more (NSF Fee Charge) .....	\$40.00 per item
Non-Sufficient Funds (NSF) Returned Item Fee-short \$10 or more (NSF Fee Charge) .....	\$40.00 per item
(Non-Sufficient Funds Items include checks, withdrawals, ACH debits, transfers, electronic debits and any other fee or debit charged to the account, excluding ATM and one-time POS transaction.)	
Recurring Overdraft Fee (Overdraft Charge) .....	\$3.00 per day
(Assessed on the 5th calendar day and each day thereafter that an overdraft balance remains outstanding, excluding ATM and one-time POS transactions and excluding My Savings, Non-Profit, and Government Checking products. The recurring overdraft fee is not charged on Saturdays, Sundays, or federal holidays. If the 5th calendar day falls on a Saturday, Sunday, or federal holiday, the fee will be assessed on the preceding business day to ensure consistent posting.)	
Returned Check Resubmitted (Resubmitted Item Fee) .....	\$10.00 per item
Returned Check (Return Deposit Item Fee) .....	\$10.00 per item
Returned Canadian Check .....	\$10.00 plus costs per item
Special Handling Fee (For special services as agreed upon at request) .....	\$25.00 per cycle
Stop Payment .....	\$30.00

**IRA/SEP Accounts:**

External Transfer Out Fee .....	\$50.00
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**ATM Card/Check Card Services:**

Replacement Card Fee .....	\$5.00
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**Safe Deposit Boxes:**

Safe Deposit Boxes are available at a price range that varies depending on the size and location of the box.

Box Drilling Fee .....	Cost varies (minimum \$150.00)
Box Inventory/Delinquency (Attended by bank employee) .....	\$75.00
Annual Rental Late Payment Fee (After 30 days late) .....	\$10.00
Lost Key replacement (Plus box drilling fee if both keys are lost.) .....	\$15.00 per key

**Wire Transfers:**

Incoming .....	\$15.00
Incoming (Foreign) .....	\$25.00
Outgoing .....	\$30.00
Outgoing (Via Internet Banking) .....	\$25.00
Outgoing (Foreign) .....	\$50.00

**Miscellaneous Services:**

Visa Gift Card .....	\$3.50
Escheat Proceedings .....	\$50.00 per customer
Vinyl Zipper Bags .....	Cost varies
Official / Disbursement Check .....	\$10.00
Levy, Domestic Relations Freeze, Writ of Execution Processing Fee .....	\$200.00
Research Time & Account Reconciliation .....	\$25.00/hour, 1 hour minimum
Foreign Currency (Purchase or Redemption) .....	\$15.00 plus postage
Collection Item Fee .....	Cost Varies (\$25/min)

