WELCOME to spencer savings bank

BUSINESS CONVERSION GUIDE FOR MARINER'S BANK CUSTOMERS

SPENCER SAVINGS BANK SLA

About Spencer Savings Bank

ABOUT SPENCER SAVINGS BANK

Originally founded in 1893 as the Saddle River Township Building and Loan Association, Spencer Savings Bank's history and values are deeply rooted in the history and values of the neighborhoods in New Jersey. Over 100 years later, the bank maintains its distinct image of trust, security and commitment to its customers. Today, Spencer is a full service, mutually owned and operated community bank that is headquartered in Bergen County and operates 26 financial centers across the state. With about \$4 billion in assets and a team of nearly 300 dedicated employees who specialize in delivering premier business banking products and services, Spencer prides itself on being one of New Jersey's strongest community banks.

We're focused on helping businesses grow and prosper. Spencer is the local community bank that investors, entrepreneurs and business owners depend upon for strength, stability and service excellence. We provide lending solutions that span the entire state of New Jersey and meet the full range of business, commercial and municipal banking needs. Our broad menu of business banking products and services are on par with those of the larger banks while our highly experienced commercial lending team is focused on providing a high level of personal service and exceptional care, rarely found at larger banks.

To learn more about Spencer Savings Bank, visit our website at www.spencersavings.com.

COMMITMENT TO OUR COMMUNITIES

Spencer Savings Bank has deep roots in the community and is wholeheartedly committed to giving back at the local level. The bank supports a variety of local businesses, charitable organizations, and community groups to make the communities we call home a better place to live and work for all of us. We believe strongly in making a difference in the lives of our community members. Spencer has been recognized with numerous awards for its community service work, including the Financial Managers Society (FMS) Community Service Award (2021) and the NJBankers Community Service Award (2017, 2016 and 2013). Our team has been recognized as being leaders and visionaries who work tirelessly to inspire, help and create opportunities for our communities in New Jersey.

Letter From The CEO



Dear Valued New Customer,

Welcome to Spencer! We are excited to have you on board and truly look forward to serving you. This merger has combined two communityfocused banks that share a deep commitment to their customers and local communities. We're proud to have joined to create a better bank for you!

Spencer Savings Bank is one of New Jersey's strongest community banks, serving local communities with integrity and pride for over 100 years. With about \$4 billion in assets, a team of almost 300 dedicated employees, 26 financial centers and an expanding footprint, we provide greater access and resources to business customers looking to grow their business and achieve their financial goals.

America is small business. At Spencer, we believe in providing great care and service to our business customers. We offer business owners communityfocused banking with big bank capabilities - that's exceptional service combined with high-quality banking products and services. As a Spencer business customer, you will now enjoy an expanded business lending capacity, fast and reliable access to working capital, a full suite of cash management services and much more. We also understand the unique banking needs of municipalities and provide a full array of banking solutions for state and local government and related entities.

In March, we are undergoing the conversion process. At that time, your accounts will be seamlessly transitioned to Spencer, and you should see little to no difference in how you bank. Please review this guide which will provide you with helpful information regarding the conversion process. We truly appreciate your business and loyalty and look forward to serving your business for many years to come!

Sincerely,

José B. Guerrero Chairman and CEO, Spencer Savings Bank

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Important Conversion Dates

MARCH 25, 2022

- The final customer statement from Mariner's Bank will be mailed.
- Mariner's Bank Online Banking, Mobile Banking and Mobile Deposit will be permanently disabled. Please be sure to log in and save any e-Statements needed prior to this date.
- Mariner's Bank Online Bill Pay will be disabled.
 Please make arrangements to schedule all payments prior to this date. Future dated and recurring payments should be confirmed once your access is moved to Spencer Online Bill Pay.
- All former Mariner's Bank Financial Centers will close at the end of business, March 25, to perform the system conversion to Spencer Savings Bank and reopen for business on March 28.

MARCH 27, 2022

 If you currently have a Mariner's Bank Visa® Debit Card, it will remain active until March 27. Effective March 28, you will need to begin using your Spencer Savings Bank Visa® Debit Card, which you received in the mail.

MARCH 28, 2022

- All former Mariner's Bank Financial Centers will reopen as Spencer Savings Bank. Former Mariner's Bank customers can now access and use any of the 26 Spencer financial center locations located throughout New Jersey.
- Your new Spencer Savings Bank Visa® Debit Card will be mailed to you on March 14. Upon receipt, you should activate your new card by calling 1-800-992-3808. Effective March 28, your Mariner's Bank Visa® Debit Card will be deactivated and you should begin using your new Spencer Savings Bank Visa® Debit Card.
- Customers can begin using Spencer Savings Bank's Online Banking by visiting spencersavings. com to access account information and using your existing username and temporary password (last 6 digits of your social security number).
- Access to Spencer Savings Bank's Online Bill Pay will be available. Bank-By-Phone will also be available by calling 1-877-402-2265.
- You can access Spencer Savings Bank's Mobile Banking by downloading the app from the App Store or Google Play using your mobile device. Once downloaded, customers can sign in with their existing username and temporary password (last 6 digits of your social security number).

MARCH 31, 2022

 The first checking statement for business customers will be mailed by Spencer Savings Bank which reflects all transactions from March 28 - March 31. After this time, each statement cycle will end based on the product you have.

CHECKS

You can continue to use Mariner's Bank checks after the conversion. Once you run out of your existing supply, you can order additional checks by visiting our website, visiting your local financial center or calling Spencer's Customer Service Center at 1-800-363-8115.



IMPORTANT CONVERSION DATES

Important Details About The Conversion

ACCOUNT NUMBERS

Your account numbers will remain the same unless otherwise notified. Also, Spencer acquired Mariner's Bank routing number, therefore, customers can continue to use the same routing number for all debits and credits.

BANK-BY-MAIL

The mailing address for Bank-By-Mail will be:

Spencer Savings Bank Customer Service Center 611 River Drive Elmwood Park, NJ 07407

BANK-BY-PHONE

On March 28, you can use Spencer's Bank-By-Phone service. You can access your accounts by dialing 1-877-402-2265. Your password will automatically be set to the last 4 digits of your social security number.

BUSINESS CHECKING ACCOUNT STATEMENTS

You will receive a final Mariner's Bank statement which will include account activity from March 1 - March 25. You will then receive a statement from Spencer Savings Bank, reflecting activity from March 28 -March 31. Going forward, you will receive your monthly statement based on the product you have.

CHECKS

You can continue to use Mariner's Bank statement checks after the conversion. Once you run out of your existing supply, you can order additional checks by visiting your local financial center, calling Spencer's Customer Service Center or by visiting our website.

COMMERCIAL LOANS

If you currently have a commercial loan serviced by Mariner's Bank, the rate, terms and conditions of your loan will not change. However, you will have a new payment mailing address beginning on March 28. Please see the Loan Service Notice on page 15 for loan payment instructions.

DEBIT CARDS

If you have a Mariner's Bank Visa® Debit Card, you will receive a Spencer Savings Bank Visa® Debit Card as a replacement. Upon receipt, you will be able to activate your new card by calling 1-800-992-3808. On March 28, you will be able to start using your new Spencer Savings Bank Visa® Debit Card to access your Spencer accounts.

DIRECT DEPOSITS AND WITHDRAWALS

If you are enrolled in direct deposit or automatic withdrawals, your transactions will continue to post as they normally do. You will not experience any changes.

E-STATEMENTS

If you receive e-Statements from Mariner's Bank, you will automatically be converted to paper statements and will be required to re-enroll to receive e-Statements from Spencer Savings Bank. Mariner's Bank e-Statements will no longer be available after March 25. Please make arrangements to download and archive your e-Statements prior to this date to ensure you will always have access to your past statements. To sign up, please visit spencersavings.com and log into Online Banking. Select "Additional Services" from the top header, followed by e-Statements. Step-bystep instructions will follow to get you enrolled.

FDIC COVERAGE DURING AN ACQUISITION

Spencer Saving Bank is a member of the Federal Deposit Insurance Corporation (FDIC). Your deposit accounts from Mariner's Bank will continue to be separately insured for six months following the acquisition date and longer in the case of some Certificate of Deposit (CD) accounts.

The acquisition date of Mariner's Bank by Spencer Savings Bank was November 17, 2021. This means that Checking, Money Market, Savings and Club accounts will be separately insured until May 17, 2022 and CD accounts (including IRA CD accounts) will be separately insured as follows:

Mariner's Bank CDs that mature after May 17, 2022 are separately insured until the first maturity date after May 17, 2022.

Mariner's Bank CDs that mature between November 17, 2021 and May 17, 2022 are renewed for the same term and in the same dollar amount (either with or without accrued interest) continue to be separately insured until the first maturity date after May 17, 2022.

If a Mariner's Bank CD matures between November 17, 2021 and May 17, 2022 and is renewed on any other basis (the term or dollar amount are different), it would be separately insured only until May 18, 2022.

MOBILE BANKING & MOBILE DEPOSITS

After March 25, Mariner's Bank Mobile Banking and Mobile Remote Deposit will be disabled. On March 28, you will be able to access the Spencer Savings Bank Mobile Banking and Mobile Remote Deposit with your current username and temporary password (last 6 digits of your social security number). Our Mobile Banking app is free to download for both iPhone devices and iPads throughout the App store and for Android phones and tablets through Google Play.



ONLINE BANKING

On March 25, Mariner's Bank Online Banking will be disabled. On March 28, you will be able to access Spencer Savings Bank Online Banking system at spencersavings.com. You will be able to use your existing username and a temporary password. For assistance, please contact Spencer's Customer Service Center at 1-800-363-8115.

ONLINE BILL PAY

All Bill Pay payees will carry over and be automatically transferred with your new registration. Your access to the Spencer Savings Bank Online Bill Payment system will be available on March 28.

Please note that your payees history, scheduled recurring payments and e-Bills to external billers will NOT carry over automatically and will require you to manually reset them. If you have any questions, please feel free to call our Customer Service Center at 1-800-363-8115.

All payments after this date will be processed and debited from your account according to the following schedule:

PAYMENT METHOD	EARLIEST PAYMENT CAN BE RECEIVED	WHEN YOUR ACCOUNT IS DEBITED
Electronic (most common)	1 to 2 business days after scheduling*	Date payment is received by payee
Paper Check	5 to 7 business days after scheduling*	Date check is cashed by payee

*A business day is any day that the bank is open



If you download your Mariner's Bank financial information into your Quicken or QuickBooks personal finance software, you may continue to do so with Spencer Savings Bank's Online Banking Webconnect.

TAX REPORTING

Spencer Savings Bank will be reporting and issuing 1098 and 1099 IRS forms for the full year of 2021.

Product Conversion Charts

MARINER'S FREE COMMERCIAL CHECKING

This account will remain active for all customers who currently have this product. However, no new accounts will be opened after the end of business March 25, 2022.

MARINER'S BUSINESS AND PREMIER BUSINESS CHECKING BECOME BUSINESS <i>EDGE</i> ® CHECKING	
This business account is built for owners looking for a basic checking account with low volume activity!	
Interest	Non-Interest-Bearing
Transaction Limits	500 free debits per month \$0.25 per item over 500 Unlimited deposits & deposit items
Monthly Service Charge	\$15
Minimum Daily Balance to Avoid Service Charge	\$500

MARINER'S BUSINESS INTEREST CHECKING BECOMES SPENCER BUSINESSEDGE® PLUS CHECKING

This interest-bearing business checking is designed for businesses with low activity and higher balances.

Interest	Interest-Bearing
Transaction Limits	300 free debits per month \$0.25 per item over 300 Unlimited deposits & deposit items
Monthly Service Charge	\$25
Minimum Daily Balance to Avoid Service Charge	\$10,000

MARINER'S BUSINESS MONEY MARKET & BUSINESS RATE CHASER MONEY MARKET BECOME BUSINESSEDGE® MONEY MARKET

This account is designed for businesses that prefer to earn a higher rate of interest while still maintaining a level of liquidity.

Interest	Competitive tiered interest on balances of \$5,000 or more
Interest	Interest is compounded and credited monthly
Monthly Service Charge	\$15
Minimum Daily Balance to Avoid Service Charge	\$5,000
Transaction Limits	None



Build your business and its capital by earning interest while you save.

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CONVERSION CHARTS

MARINER'S BUSINESS STATEMENT AND ACCELERATOR SAVINGS BECOME BUSINESSEDGE® SAVINGS

	Competitive tiered interest on balances of \$100 or more.
	Interest is compounded daily and credited monthly
ervice Charge	\$3
Daily Balance to Avoid arge	\$100
n Limits	None

MARINER'S ATTORNEY TRUST CHECKING BECOMES SPENCER ATTORNEY TRUST CHECKING

This specialized account targets lawyers and their clients.

	Non-Interest-Bearing
n Fees	\$0.15 per check fee \$0.25 per deposit fee \$0.10 per deposited item fee
ervice Charge	\$10
Daily Balance to Avoid	\$100

MARINER'S IOLTA CHECKING BECOMES SPENCER IOLTA CHECKING

This specialized account is available only for Attorney Trust accounts approved by the NJ State IOLTA Bar.

	Interest-Bearing
n Limits	None
ervice Charge	\$25.00 analyzed against monthly interest paid

Transaction Fees

MARINER'S MUNI CHECKING BECOMES SPENCER MUNI CHECKING

This interest-bearing checking account is targeted towards municipalities, boards of education, and government agencies.

None

	Interest-Bearing
n Fees	\$0.15 per check fee \$0.25 per deposit fee \$0.10 per deposited item fee
ervice Charge	\$12
Balance	\$100



Business Products & Services

SMALL BUSINESS LENDING

Spencer is focused on helping businesses grow and prosper. We know business owners, like you, are busy and need a bank that delivers real solutions fast. Your business will receive fast, reliable access to working capital. Our BusinessEdge[®] Express suite provides several small business lending options - with simplified applications, expedited approvals and local decisions.

BUSINESSEDGE® EXPRESS LINES OF CREDIT

Give your business access to liquid capital, fast. If you need a small business loan, our BusinessEdge® Express Line of Credit will get you what you need faster than ever before. Enjoy competitive rates with dedicated local service and rapid decision-making. Manage your seasonal cash flow and expand your buying power with the working capital you need to reach your business goals. Loan amounts are available up to \$300,000.

BUSINESSEDGE® EXPRESS TERM LOANS

When you're ready to invest in your business, it's wise to work with a bank that's ready to invest in you with a quality business loan. Our BusinessEdge® Express Term Loan will get you the funds needed to make that critical machinery or equipment purchase. This product, offers loan amounts up to \$300,000, fixed monthly payments, 3-Year to 5-Year term options and more.

BUSINESSEDGE® EXPRESS REVOLVING LINES **OF CREDIT**

When it comes time to invest in smaller equipment purchases or to boost your working capital, our BusinessEdge® Express Revolving Line of Credit will help get you there. This product offers loan amounts up to \$300,000, monthly interest and principal payments, a competitive variable rate and more. We know busy business owners, like you, need real solutions fast.

BUSINESS DEPOSIT ACCOUNTS

Our business customers span a wide range of industries, but they all share the same need for convenient, hasslefree business banking that lets them focus on running their companies. Our tailored business products offer competitive pricing, convenient services and a high level of personal attention and care. We pride ourselves on being the private banker for your business needs.

BUSINESSEDGE® CHECKING

Our BusinessEdge® Checking account offers unique benefits and makes it easy to avoid monthly service fees. We offer the support and digital technologies to help take your business to the next level.

COMMERCIAL CHECKING

For businesses that keep high balances and have a lot of activity, we offer our commercial checking account. Save more money by offsetting fees with an earnings credit based on the average daily investable balance and apply that credit against monthly service charges. This account is the perfect checking solution for your business banking needs, including our signature level of superior service and convenience.

ATTORNEY TRUST ACCOUNT

This specialized checking account is available to all attorneys that receive and disburse client funds. The attorney has the option of establishing a single trust account and commingling client funds or establishing sub-accounts for each client, which are linked to the attorney disbursement account. Spencer is also approved to accept IOLTA deposits.

TENANT SECURITY ACCOUNT

Spencer works closely with landlords and managing agents to maintain their Tenant Security Accounts. Tenant rent security deposits are managed by linking interest-bearing tenant accounts with a master checking account. The landlord is responsible for passing along the interest earned on the account to the tenant. This grouping of accounts is used for apartment complexes and multiple dwellings with a minimum of 10 units.



BUSINESSEDGE® SAVINGS

Build your business and its capital by earning interest while you save. With a low minimum balance and competitive interest rate, use this account to save and spend more time on what's most important, growing your business.

BUSINESSEDGE® MONEY MARKET

This account is designed for businesses that prefer to earn a higher rate of interest while still maintaining a level of liquidity. Tiered interest rates allow higher balances to grow faster. With a Business*Edge*[®] Money Market account, you can put your excess funds to work and still rest easy knowing that your money is safe and available when you need it.

SERVICES

PRODUCTS &

BUSINESS SERVICES

ONLINE & MOBILE BANKING

Whether at home or out, we strive to make your business banking experience easy and convenient! Enjoy securely accessing your business account information anytime and anywhere with Spencer Online Banking and Mobile Banking. We've combined the latest digital banking technologies with exceptional service. Check your business account balances, transfer money, open an account, view transactions, approve ACH files, transfer funds and much more!

ONLINE BILL PAY

Enjoy the flexibility of paying one, several or all of your business bills online from one simple secure site. Set up recurring payments so you never have to think about them again. With convenient e-Statements, go paperless and simplify your monthly business banking. Pay your bills without the hassles of writing checks and buying stamps. Online Bill Pay also provides you with the convenience of receiving, viewing and managing your bills at the same online location. Receive bills electronically, set up a payee list, stay on top of monthly expenses with email reminders, run payment reports, create customized payment records to track monthly spending habits and more!

CASH MANAGEMENT SERVICES

Spencer moves at the speed of business, providing a full suite of cash management services designed to simplify, streamline and safeguard your finances. We offer the latest technology needed to keep your business moving forward, while ensuring your dayto-day operations run smoothly. Our suite of cash management services is designed to help manage your cash flow. Services include Remote Deposit Capture, Online Wire Transfers, ACH Originations, Positive Pay, Remote Official Check Printing and Deposit Escrow Service. Let Spencer keep your business running smoothly with powerful Cash Management Services!

MERCHANT SERVICES

Merchant Services from Spencer is a payment solution, custom-tailored for you. By combining our banking expertise with Global Payment's premier payment processing network, you can enjoy a one-stop solution for all of your payment processing needs. From point-of-sale to point-of-settlement, every electronic payment transaction is secured and verified, minimizing your risk and satisfying your customers.

BUSINESS CREDIT CARDS

From low rates to great rewards, Spencer has the right credit card option for you. Our suite of credit card options can help you manage daily expenses, build credit and more. You will also enjoy worldwide acceptance, secure chip-enhanced technology, zero liability protection against fraud and the 24-hour support that comes with the Visa® name.

MORTGAGE INVESTMENT PROPERTIES

Spencer offers a wide array of mortgage products. Whether you are a first-time buyer with rental real estate or a seasoned landlord looking to add to your growing rental portfolio, we will provide you with several niche financing solutions to suit your borrowing needs. Our mortgage experts take the time to get to know you, so we can match you with the right mortgage for your unique situation. Let Spencer secure your rental property financing and help you get started on the road to building your real estate portfolio today!

BUSINESS ENTITY MORTGAGE

This unique mortgage loan option is available for business entities (Partnership, LLC, S Corp) providing a great vehicle to help you achieve all of your investment property goals, while protecting your personal assets. The product features a borrowing limit of \$3 million, unique loan types (cash out refinance eligible), a variety of terms available and more. This is for 1-4 family homes and mixed-use properties up to 4 units.

INVESTMENT PROPERTY MORTGAGE

Grow your rental property portfolio with an Investment Property Mortgage with competitive rates from Spencer. As experts in the local market, we pair serious know-how with attractive investment property mortgage rates. This product features a borrowing limit of up to \$3 million (personally deeded properties), fixed and adjustable-rate options, no prepayment penalties and more.





COMMERCIAL & INDUSTRIAL LENDING

Let our commercial and industrial lending specialists help you secure the loan that's right for your business and future goals. Our various product lines and creative financing solutions will drive long term growth and serve all your lending needs!

OWNER-OCCUPIED MORTGAGES

Financing or refinancing your commercial property with Spencer has never been easier with an owneroccupied mortgage. Enjoy the benefits of property ownership including controlling operating costs, no landlord restrictions and real estate appreciation. Financing is available for multi-family, office, industrial, retail and mixed-use properties. Commercial property ownership is a viable goal thanks to Spencer. The loan can be structured to meet your needs, helping to ensure your success.

LINES OF CREDIT

The liquidity of a line of credit allows you the flexibility of managing your seasonal cash flow with consistent buying power. Lines are available up to \$10 million with flexible repayment terms. This is a great solution to have on hand so that you can take advantage of your working capital to meet your cash flow needs.

TERM LOANS

Term Loans provide a specific amount of credit to purchase assets or meet specific financing needs. The loan is paid based on a predetermined schedule or monthly principal and interest payments. This loan is great for financing machinery, equipment or company vehicle purchases. Our term loans can cover your longterm financing needs, with loan amounts available up to \$10 million.

REVOLVER-TO-TERM LOANS

This revolving loan can help with the financing of machinery, equipment or company vehicle purchases. Interest-only is paid for the first year, allowing lower monthly payments to give your business a head start. Following this period, the loan revolves into a fixed rate term loan, which can be tailored to your company's needs.

COMMERCIAL REAL ESTATE LENDING

Spencer offers flexible financing solutions for investment property-owners and real estate developers. Our seasoned real estate professionals will design a customized financing solution to meet your objectives with local decision making and timely execution of your transaction.

COMMERCIAL MORTGAGE

Spencer offers financing for multi-family and commercial properties. We provide investment property financing

for acquisitions as well as refinancing of existing investment property loans. Our team works with real estate owners and developers in New Jersey, New York City and Eastern Pennsylvania to provide permanent commercial mortgages - loan amounts ranging from \$1-\$20 million and terms from 5-10 years. Financing is available for multi-family, medical office, industrial, retail and mixed-use properties.

CONSTRUCTION LOANS

Spencer specializes in construction financing and will work with you to custom tailor your construction loan. We work with real estate developers to provide construction loans - financing amounts up to \$15 million and terms from 6 months-2 years. Financing is available for multi-family properties.

BRIDGE LOAN

As a business owner, you need capital to operate and grow your business. If you are looking for interim financing, a bridge loan may be just the right fit! You can count on a quick closing while taking advantage of this short-term opportunity in order to secure long term financing. We work with real estate owners and developers to provide bridge loans - financing amounts up to \$5 million and terms from 6-12 months. Financing is available for multi-family, industrial, retail and mixed-use properties. Let Spencer help you bridge the gap!

LOAN SERVICING NOTICE

As a result of the Spencer Savings Bank merger of the Mariner's Bank loan portfolio, loan servicing was moved to Spencer Savings Bank on November 17, 2021.

New Servicer: Spencer Savings Bank 611 River Drive Elmwood Park, NJ 07407

Take note that the transfer of servicing for your loan does not affect any term or condition of the loan other than terms directly related to the servicing of the loan. The loan number/account number will remain the same.

Until our computer systems merge, which is scheduled to occur on March 28, 2022, please continue to make your monthly loan payments at the same location and via the same method as payments you have made in the past.

You have a 60 day grace period from the effective date of the transfer of loan servicing to send your payment to the new Spencer Savings Bank payment address provided above. During this time period, you will not be assessed any late fee and your payment will not be reported as late if you sent the payment to the Mariner's Bank payment address before your payment due date. It is best to start sending your payments to the new servicer's (Spencer Savings Bank) address effective March 28, 2022.

As your new servicer, Spencer Savings Bank will collect your payments going forward. We will start accepting payments received from you on March 28, 2022. From that date forward, please send all payments to the address listed on your loan billing statement.

Payments can also be made in person at any Spencer Savings Bank Financial Center. Those of you that have authorized auto drafts from your deposit account to satisfy a monthly loan payment obligation should see no change to this process as a result of this transfer of servicing. If you have any questions, you may continue to use your first point of contact, the Edgewater corporate office at 201-224-9110 or if needed, the Customer Service Center at Elmwood Park at 1-800-363-8115.



Corporate & Financial Center Locations



CORPORATE HEADQUARTERS

611 River Drive Elmwood Park, NJ 07407 1-800-363-8115



CUSTOMER SERVICE CENTER

611 River Drive Elmwood Park, NJ 07407 1-800-363-8115

Hours of operation are Monday to Friday, 8:00 AM - 8:00 PM, and Saturday, 8:00 AM -2:00 PM. Speak with a bank representative, at our corporate headquarters, by calling 1-800-363-8115 to:

- Open a new account
- Access information on all types of accounts, loans and lines of credit
- Receive help with online banking
- Renew a maturing CD
- Request a loan application

26 FINANCIAL CENTER LOCATIONS

spencersavings.com/locations

Cliffside Park 1 Towne Centre Drive, Suite 1006 (201) 282-5475

Clifton (2 locations) 437 Piaget Avenue (Rt. 46) (973) 478-4663

908 Van Houten Avenue (973) 916-1892

Cranford 213 South Avenue (908) 653-1720

Cresskill 10-1 Madison Avenue (201) 569-1610

Dumont 562 Washington Avenue (201) 244-7585

Edgewater 2 Pembroke Place (201) 224-9110

Elizabeth 618 Bayway Avenue (908) 289-8050

Elmwood Park 680 River Drive (201) 791-3192

Ewing 200 Campus Town Circle (609) 643-0767

Garfield (2 locations) 34 Outwater Lane (973) 772-6700

104 Passaic Street (973) 472-2190

Hackensack 240 Essex Street (201) 490-4455 **Lodi** 107 South Main Street (973) 472-1581

Lyndhurst 230 Ridge Road (201) 460-8530

North Caldwell 9 Bloomfield Avenue (973) 228-1992

Nutley 375 Franklin Avenue (973) 661-1200

Paramus 242 Oradell Avenue (201) 977-4296

Parsippany 1699 Littleton Road (973) 829-0004

Saddle Brook (2 locations) 140 Market Street (201) 843-3046

487 Market Street (201) 843-2556

Union 1350 Galloping Hill Road (908) 289-1770

Wallington 219 Maple Avenue (973) 365-2516

Wayne 183 Hamburg Turnpike (973) 942-6004

Westfield 240 North Avenue West (908) 889-6390

Wood-Ridge 177 Valley Boulevard (201) 531-1280



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ERMS AND CONDITIONS

Terms And Conditions Of Your Account

Spencer Savings Bank establishes deposit accounts with business entities that are located in the state of New Jersey. Spencer Savings Bank is a community bank. We maintain a policy under which business entities must be located in the State of New Jersey to open an account with us, and under exceptional circumstances allows outof-state business entities to open deposit accounts with us. Exceptional circumstances for out-of-state business entities may apply for an existing customer, a borrower who maintains a commercial lending relationship with us, or for business entities that had an existing business account at a financial institution that we acquired, unless the acquired institution had a similar policy. We apply this policy also to trusts and other arrangements under which the account is established for the benefit of individuals. Under this policy we instruct our personnel to decline to open accounts for business entities or trusts when the entity does not meet our policy. We close accounts if the account opening did not conform to our policy. For information on the termination of accounts, please see "Amendments and Termination".

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 that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of New Jersey 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 document 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 document 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 document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "vou" 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 document 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 document should be construed so the singular includes the plural and the plural includes the singular.

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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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

GENERALLY

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.

NOTICE OF WITHDRAWAL

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account,

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES GENERALLY

penalty. See your notice of penalty for early withdrawal.

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.

DETERMINING YOUR AVAILABLE BALANCE

We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

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-ofcredit 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 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. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

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 financial centers.

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 for information on when different types of deposits will be made available for withdrawal. For those accounts 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.

A TEMPORARY DEBIT AUTHORIZATION HOLD AFFECTS YOUR ACCOUNT BALANCE

On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

PAYMENT ORDER OF ITEMS

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process ACH, ATM, Point-of-Sale first, in the order they are received on the day they are processed. We process Checks and Drafts second, smallest to largest on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

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 stop-payment orders are handled by computers, 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.

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 this Agreement at any time. Rules governing changes in interest rates are provided separately in the Truth-in- Savings disclosure or in another document. We may make changes without prior notice unless otherwise required by law. When we change this Agreement, the term-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in the Agreement. When we change this Agreement we will provide you notice by the method specified in the Notice section below, which you agree is sufficient. We may close your account at any time with or without cause. We may notify you in advance of the account closure if it is reasonable for us to do so, but we are not obliged to do so. If we close your account, we will notify you personally or by mail and tender to you a check for the account balance. The account balance, if any, will be charged with applicable account fees and charges owed to us. If your account balance is insufficient to pay applicable account fees and charges, you will continue to be liable to us for the unpaid amount and interest on the unpaid balance until it is paid in full. If we close your interest-bearing account prior to the stated maturity of the account, we will credit your account balance with interest through the maturity date, unless the account was opened by deception or with the intent to evade our policies. Your account will be terminated upon our notice to you. You may close your account at any time but the account is subject to the terms set forth in this agreement and any other documents related to your account. Your obligations for fees and charges incurred and transactions conducted prior to account closure will survive the closing of the account and the termination of this agreement. Items presented for payment after the account is closed may be dishonored. 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. 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 term(s).

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 it in time to have a reasonable opportunity to act on it. If the 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. When we inform you of changes in this Agreement, we do so by delivering notice to you when such delivery is required by federal or New Jersey law. When not so required by law, you agree that by making a notice of changes to this Agreement available to you in our banking offices or on our website, we have provided notice of such to you. When we are obligated by law to deliver notice to you or we chose to do so, we may mail the notice to you at the address we currently show for your statements or, if you have registered for electronic statements, we may provide it to you electronically at the address you have provided to us, or we may provide a notice as a message on your statement or as an insert with your statement. If a notice of a change to this Agreement is returned to us as being undeliverable, you understand that the notices are available to you through our banking offices. You agree to these methods of delivery and that changes covered in these notices are still effective and binding on you even when the notice is returned to us. A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners.

STATEMENTS

Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

YOUR DUTY TO REPORT UNAUTHORIZED SIGNATURES, ALTERATIONS AND FORGERIES Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to

do either of these duties, 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). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries 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 exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

YOUR DUTY TO REPORT OTHER ERRORS OR PROBLEMS

In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

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.

ACCOUNT TRANSFER

This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS

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 legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT

If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. 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

ERMS AND CONDITIONS

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.

CHECK PROCESSING

We process items mechanically by relying solely 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 such 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.

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 internal 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 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.

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.

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.

CASH TRANSACTION REPORTING

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION

Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY

DUTY TO PROTECT ACCOUNT INFORMATION AND METHODS OF ACCESS

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) 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 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.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE 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. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using 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.

This consent is regardless of whether the number we use to contact you is 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 further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses 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 everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure 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.

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.

CHECKING ACCOUNT ORGANIZATION

Your account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. 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. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

FUNDS TRANSFERS

The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in TERMS AND CONDITIONS

which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

FUNDS TRANSFER

A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

AUTHORIZED ACCOUNT

An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

ACCEPTANCE OF YOUR PAYMENT ORDER

We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

CUTOFF TIME

If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

PAYMENT OF YOUR ORDER

If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

SECURITY PROCEDURE

As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT

You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time vou have to notify us will depend on the circumstances. but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice vou will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

IDENTIFYING NUMBER

If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

RECORD OF ORAL OR TELEPHONE ORDERS

You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancelation.

NOTICE OF CREDIT

If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

PROVISIONAL CREDIT

You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

REFUND OF CREDIT

You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

AMENDMENT OF FUNDS TRANSFER AGREEMENT

From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

CANCELLATION OR AMENDMENT OF PAYMENT ORDER You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

INTERMEDIARIES

We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

LIMIT ON LIABILITY

You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

ERRONEOUS EXECUTION

If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

OBJECTION TO PAYMENT

If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment



unless you notify us of your objection to the payment within 60 days of our notice to you.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. 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 2:30 P.M. 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 2:30 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

SAME-DAY AVAILABILITY

Funds from the following deposits will be available on the day we receive the deposit:

Cash. Electronic direct deposits. Wire transfers. Checks drawn on us.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. ERMS AND CONDITIONS

OTHER CHECK DEPOSITS SUBJECT TO SECOND-DAY AVAILABILITY

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

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.

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

LONGER DELAYS MAY APPLY

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You 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 deposits made by cash, wire transfer or electronic direct deposit will be available on the day we receive the deposit. The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks and postal money orders will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on the fifth business day after the day of your deposit.

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Check deposits made at ATMs that are owned or operated by Spencer will be subject to the above schedule. Cash deposits made at Spencer ATMs will receive next day, not same day, availability.

Funds from any deposit (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

All ATMs that we own or operate are identified as our machines.



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