

TERMS AND CONDITIONS OF YOUR CONSUMER ACCOUNT AGREEMENT

Spencer Savings Bank, as a New Jersey chartered savings association whose deposits are insured by the FDIC, is subject to a variety of federal and state laws which govern its obligations with respect to customers. Among these laws are the Bank Secrecy Act, the Truth in Savings Act, the Expedited Funds Availability Act and the Electronic Funds Transfer Act, to name a few. One of the purposes of these Retail Banking Division Policies is to complement and facilitate its ability to comply with the various laws governing its customer relationships. Spencer's obligations with respect to compliance with these laws as well as other statutes and regulations are described in its comprehensive compliance policies. Notwithstanding these policies, Spencer has an overriding obligation to assure it meets the requirements of these various laws and regulations.

Spencer Savings Bank is a community bank. With limited exceptions, Spencer Savings Bank establishes and maintains consumer deposit accounts with only individuals who live in -- i.e., are primary residents of -- the state of New Jersey ("New Jersey Resident(s)"). Consumer account customers must also be U.S. citizens, Legal Permanent Residents or have a specific valid U.S. Visa that is acceptable to Spencer. Spencer will treat former NJM Bucks County Depositors who currently maintain an existing deposit account and who live in -- i.e., are primary residents of -- Bucks County Pennsylvania ("NJM Bucks County Depositors") as New Jersey Residents ("Residency Policy").

To open and maintain a retail deposit account, except in limited circumstances, consumer customers will be required to provide the bank with documentary proof that they are New Jersey Residents or NJM Bucks County Depositors. At any time after the deposit account opening, customers may be required to provide documentary evidence that they currently reside in New Jersey or Bucks County and therefore, are eligible to maintain deposit accounts at the Bank. If a customer refuses, does not respond, or does not provide adequate documentary evidence within 30 calendar days from the request for documentation, the deposit accounts will be subject to closure. Spencer also reserves the right to verify any proofs submitted by a customer with respect to his/her residency status. The decision as to whether proofs submitted are sufficient is a decision made by the Bank in its sole discretion.

Spencer will also allow out of state joint owner(s) or authorized signer(s) to be added to a new or existing deposit account where the tax-id/primary owner stated on the account is a New Jersey Resident or NJM Bucks County Depositor. However the out-of-state joint owner must be a parent, grand parent, spouse, child (including legally adopted child), grandchild, great grandchild, stepchild (does not include a step grandchild or great-step grandchild), mutually acknowledged child, civil union partner, a domestic partner, brother or sister, spouse of surviving spouse of a child or civil union partner of a child of the deposit account owner ("Class A or Class C Beneficiary"). The out-of-state joint owner must be a legal resident of the U.S. The out-of-state joint owner will not be permitted to open new deposit accounts in his or her name. If the tax-id/primary owner dies or otherwise is removed from the account, the out-of-state joint accountholder will have thirty days to establish the requisite New Jersey or Bucks County nexus, or the account will be closed.

Spencer will allow a person, who meets these Terms and Conditions, to open a new deposit account as a Custodian under the Uniform Transfers to Minors Act ("UTMA") for an individual under 21 years of age who is an out of state resident and is a "Class A or C Beneficiary" of the Custodian. Upon reaching the age of 21 the funds held in the account become the property of the former minor. If at that time the former minor does not meet Spencer's Residency Policy, or otherwise is not eligible to establish or maintain a retail deposit account under these Terms and Conditions, he or she will not be permitted to open a new deposit account in his or her name and the account will be closed. Spencer also applies this policy 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 individuals or trusts when the individuals do not meet our policy. We close accounts if the account does not or no longer conforms to our policy. For information on the termination of accounts, please see "Amendments and Termination".

Spencer will allow a fiduciary, such as an Attorney in Fact (P.O.A.), Administrator or Executor, Guardian, Representative Payee, or Trustee, who is not a New Jersey Resident or NJM Bucks County Depositor, to be added to an existing deposit account but the out-of-state fiduciary will not be allowed to open any new personal or business deposit accounts outside of its fiduciary capacity. The original deposit account owner (e.g. deceased testator, intestate decedent, testamentary settlor, inter vivos grantor etc.) must be: i. a New Jersey Resident; or ii. an established New Jersey entity (e.g. Trust or Estate) where the grantor, in the case of a trust or deceased in the case of an estate, is or was a New Jersey Resident or NJM Bucks County Depositor.

Spencer Employees living outside of New Jersey during their employment or former employees in retirement status, are not subject to the Residency Policy as stated above. Upon resignation or termination, for reasons other than retirement, the former out-of-state employee will have 30 calendar days to close all deposit accounts if they do not meet the Residency Policy.

Former directors or employees of companies that Spencer Savings Bank, SLA acquires who held consumer and/or business deposit account relationship(s) at the time of the execution of the acquisition agreement and continue to be held in good standing, will be allowed to open and/ or maintain deposit accounts. Good standing is defined as an account being maintained consistent with the terms and conditions of the account agreement with minimal returned items and overdrafts.

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, and other information that will allow us to identify you and determine whether or not you comply with the Residency Policy.

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

This agreement is subject to applicable federal laws, the laws of the state 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 agreement is to:

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

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

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

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 to 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 -

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

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

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

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

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

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

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

Notice of withdrawal - We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See the section titled Certificate of Deposit/IRA in the Truth in Savings Disclosure portion of this document.

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

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

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

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 ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or 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-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as “everyday”) debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid. However, the bank will only charge you an NSF/UNC fee on the initial presentment. If you believe you were charged more than once for the same item, contact the bank so it can review its records and validate your concern. If it is found that you were erroneously charged an NSF/UNC fee more than once for the same item, the bank will process a refund to your account for the overcharged amount.

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

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

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 one or more transactions are 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, which may result in one or more overdraft or NSF fees. 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. Note that items may not be processed in the order they are received.

If one or more checks, items, or transactions are 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, which may result in one or more overdraft or NSF fees. 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.

ALL PERSONAL ACCOUNTS - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

Multiple-Party Accounts (joint accounts, trust accounts, and pay-on-death accounts) - A multiple-party account is one with more than one party, or a trust or pay-on-death (P.O.D.) account. Any party to this agreement may withdraw all or any portion of the account balance unless otherwise indicated on the account records. Such accounts are subject to the Multiple Party Deposit Account Act, New Jersey Statutes Annotated (NJSA) § 17:16I-1 et seq. (P.L. 1979 c. 491), and we will not be liable because of any payments made pursuant to the Act. We may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The financial institution is not required to determine net contributions. Each party owns their net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will.

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

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

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

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

order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

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

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

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

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

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you. 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 financial centers 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 choose 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 financial centers. 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 - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these

duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

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

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

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

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

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

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

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

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

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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

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

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

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

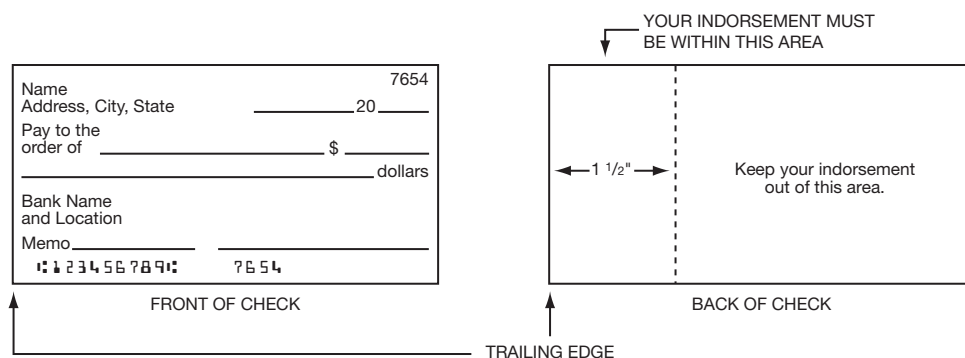
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine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

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

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver’s license number, etc.) must fall within 1½” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½” of that edge.



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

These indorsement guidelines apply to both personal and business checks.

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

adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

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

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

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

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

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

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

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

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

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

FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a

reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding inactive accounts, and if we charge a fee for inactive accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. Under UTMA rules, a minor is classified as an individual who has not reached the age of 21. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority, 21 years of age. We will notify you 60 days prior to the minor turning 21 to transfer the funds to a new individual or joint account. If you do not take action, your account will be closed when the minor turns 21. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

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

ACCOUNT SECURITY -

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

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full

use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

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

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

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

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

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

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

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

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.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

ELECTRONIC DISCLOSURES AND NOTICES

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or statement savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

QuickBanking Telephone Transfers - types of transfers and dollar limitations - You may access your account by telephone 24 hours a day at 1-877-402-2265 using your personal identification number, a touch tone phone, your account numbers, and your social security number, to:

- transfer funds between checking and statement savings
- make payments from checking or statement savings to loan accounts with us
 - you may transfer no more than the exact amount of payment due
- get information about:
 - the account balance of checking or statement savings accounts

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM Card and personal identification number or Visa Debit Card and personal identification number, to:

- make deposits to checking or statement savings account(s)
- get cash withdrawals from checking or statement savings account(s)
 - you may make no more than 10 withdrawals per calendar day
 - you may withdraw no more than \$1,000.00 per calendar day
- transfer funds between checking and statement savings account(s)
- get information about:
 - the account balance of your checking or statement savings accounts

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

Types of Visa Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, by phone or online), pay for services (in person, by phone or online), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$1,500.00 in transactions per calendar day
- you may make no more than 20 transactions per calendar day

Currency Conversion and International Transactions. When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Spencer Visa Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Visa Account Updater Notice of Right to Opt Out. Your Spencer VISA Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 1-800-363-8115. You must include your name, address, account number, and card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may

opt in the same way(s) that you can opt out. When calling our Customer Service Center to change your Opt Out/In status we will ask you to provide us with information to validate your identity.

Spencer Online Computer Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at www.spencersavings.com and using your user ID and password, to:

- transfer funds between checking and statement savings
- make payments from checking or statement savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- get information about:
 - the account balance of checking or statement savings account(s)
 - deposits to checking or statement savings accounts
 - withdrawals from checking or statement savings accounts

Mobile Banking Transfers - types of transfers - You may access your account(s) through the browser on your mobile device at www.spencersavings.com or by downloading our mobile banking app and using your user ID and password, to:

- transfer funds between checking and statement savings
- make payments from checking or statement savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- get information about:
 - the account balance of checking or statement savings account(s)
 - deposits to checking or statement savings accounts
 - withdrawals from checking or statement savings accounts
- deposit checks remotely using the mobile deposit capture service
 - please refer to the separate mobile deposit capture agreement for additional information

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

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

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

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

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-363-8115 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking or savings accounts.

For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the merchant you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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

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

CONFIDENTIALITY

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

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

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

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

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

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

• *Additional Limits on Liability for Visa® Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

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

ERROR RESOLUTION NOTICE

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SPENCER SAVINGS BANK, SLA
DEPOSIT OPERATIONS
611 RIVER DRIVE
ELMWOOD PARK, NEW JERSEY 07407
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 1-800-363-8115

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

ADDITIONAL TERMS AND CONDITIONS: You may not stop payment on an ATM Card or Debit Card purchase transaction. For this reason you should inquire about a merchant's return or refund policy before entering into a POS/Debit Card transaction. You are responsible for resolving all disputes concerning the quality of goods or services purchased from a merchant that accepts the cards. Merchandise purchased using your ATM Card or Debit Card that is subsequently returned will be reflected as a credit on your primary account statement. Each time you use your Debit Card to conduct a Debit Card transaction, we have the right to place a hold on a corresponding amount of funds in your primary checking, NOW, MMDA, or Statement Savings Account until that transaction is posted against the account or 3 business days from the transaction authorization date, whichever comes first. Authorization requests for certain merchants may include an amount in excess of the transaction amount (e.g., for gratuities at restaurants or additional services at hotels), in which case we will place a hold on the authorized amount, though your account will only be debited for the actual transaction amount. You agree not to withdraw or write checks against funds that are needed to pay Debit Card transactions that have not yet been posted against your account (such as by writing checks or obtaining ATM withdrawals).

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Close the door of any ATM equipped with a door.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to the operator of the facility and the local law enforcement officials immediately. Direct complaints concerning ATM security to the operator or the Department of Banking at (609) 292-7272.

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 \$275 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.

Traveler's checks.

The first \$275 of a day's deposit of other checks.

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.

Other Check Deposits

Subject to Second-Day Availability

The first \$275 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, \$275 of the deposit is available on Tuesday. The remaining \$425 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 \$6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the ninth 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 \$6,725 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 \$6,725 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 and cash deposits made at ATMs that are owned or operated by Spencer will be subject to the above schedule.

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.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

What is a substitute check?

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

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

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Spencer Savings Bank
Customer Service Center
611 River Drive
Elmwood Park, NJ 07407
1-800-363-8115

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

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

SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.

(3) *051000033*
10/28/2020
3112003355102116

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[121000374] 10/28/2020
0025671467874451

(4)



(2)

(1) Pat Payor
101 Your Street
Your City, USA 10101

68-4567/123

DATE OCT 28, 2020 **4321**

PAY TO THE ORDER OF ABC Company \$ 147.50

One hundred forty-seven and ⁵⁰/₁₀₀ DOLLARS

Your Financial Institution
Your City, USA 10101

Memo School supplies Pat Payor MP

⑥

③ ④ ⑤ ⑥

These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.
- 2 A substitute check is the same size as a standard business check.
- 3 The information in asterisks relates to the “reconverting bank”—the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the “truncating bank”—the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the “4” at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a “5” if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

TRUTH-IN-SAVINGS DISCLOSURE

KASASA CASH ACCOUNT

This disclosure contains the rules that govern your deposit account.

Account Overview - Kasasa Cash: A variable rate checking account with no minimum balance that rewards accountholders with interest and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

Purpose and Expected Use of Account - This account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. For example, five debit card transactions, each for a dollar, conducted at a convenience store, two days before the end of the cycle period would not be considered by our institution as normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will not count toward earning the account's rewards.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Termination of Account - We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Spencer Savings Bank check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash account, any optional add-on products / services associated with this account will also be terminated at the same time.

Interest Rate & Annual Percentage Yield (APY)

- **Compounding & Crediting** - Interest will be compounded on a monthly basis. Interest will be credited to your Kasasa Cash account on the last day of the current Statement Cycle. If you close your account before the interest is credited, you will not receive the accrued interest. Interest begins to accrue on the day you deposit noncash items (for example, checks).

"Statement Cycle" means the period of time for which Spencer Savings Bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. Contact one of our financial center service representatives for specific Statement Cycle dates.

- **Balance Computation Method** - We use the daily balance method to calculate the interest in your Kasasa Cash account. This method applies a periodic rate to the principal in the account each day for the period. The period we use is the Statement Cycle.
- **Interest Rate & Annual Percentage Yield** - When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, daily balances up to and including twenty five thousand dollars (\$25,000.00) in your Kasasa Cash account earn an interest rate of _____ % resulting in an APY of _____ %; and daily balances over twenty five thousand dollars (\$25,000.00) earn an interest rate of _____ % on the portion of the daily balance over twenty five thousand dollars (\$25,000.00), resulting in a range from _____ % to _____ % APY depending on the account's daily balance.

When Kasasa Cash qualifications are not met, ATM withdrawal fees are not refunded and the interest rate earned on the entire daily balance in the account will be _____ % resulting in an APY of _____ %.

APY = Annual Percentage Yield. APY Range calculations are based on an assumed balance of \$125,000 in your Kasasa Cash account and an assumed statement cycle of thirty-one (31) days.

Qualification Information - To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash account during each Monthly Qualification Cycle:

- At least one (1) ACH credit or ACH payment transaction(s)
- At least twelve (12) debit card purchases
- Be enrolled in and have agreed to receive eStatements rather than paper statements

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our bank. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) banking day prior to the first day of the current Statement Cycle through one (1) banking day prior to the last business day of the current Statement Cycle.

Contact one of our financial center service representatives for specific Monthly Qualification Cycle dates.

“Banking Day” means any business day on which an office of the bank is open to the public for the purpose of carrying out substantially all of its banking functions.

“Business Day” means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, June 19, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

“Statement Cycle” means the period of time for which our bank provides a summary of the financial activities and transactions that post and settle to the accountholder’s account. Contact one of our financial center service representatives for specific Statement Cycle dates.

Reward Information - When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, daily balances up to and including twenty five thousand dollars (\$25,000.00) in your Kasasa Cash account earn an interest rate of % resulting in an APY of %; and daily balances over twenty five thousand dollars (\$25,000.00) earn an interest rate of % on the portion of the daily balance over twenty five thousand dollars (\$25,000.00), resulting in a range from % to % APY depending on the account’s daily balance.

You will also receive reimbursements up to an aggregate total of twenty five dollars (\$25.00) for nationwide ATM withdrawal fees incurred within your Kasasa Cash account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash qualifications are not met, the interest rate earned on the account’s entire daily balance will be % resulting in an annual percentage yield of % and ATM withdrawal fees are not refunded.

Interest will be credited to your Kasasa Cash account on the last day of the current statement cycle.

Nationwide ATM withdrawal fee reimbursements will be credited to your account on the last day of the current statement cycle.

Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account’s rewards, however a one hundred dollar (\$100) minimum deposit is required to open the account. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account’s rewards during your account’s first two statement cycles. If the account is closed before rewards are credited, you will forfeit the rewards.

Additional Information - Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. Refer to our Consumer Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, eStatements) and log-ons may be required to meet some of the account’s qualifications. Limit of two (2) Kasasa account(s) per person. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. Contact one of our financial center representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Member FDIC. Kasasa and Kasasa Cash are trademarks of Kasasa, Ltd., registered in the U.S.A.

Cycle Date Information - The following dates apply to your Kasasa Cash account. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account’s rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Cash account with these Monthly Qualification Cycle dates. (See Chart)

KASASA CASH BACK ACCOUNT

This disclosure contains the rules that govern your deposit account.

Account Overview - Kasasa Cash Back: A variable reward checking account with no minimum balance that rewards accountholders with cash back on their debit card purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account’s Monthly Qualification Cycle.

Purpose and Expected Use of Account - This account is intended to be the accountholder’s primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account’s debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. For example, five debit card transactions, each for a dollar, conducted at a convenience store, two days before the end of the cycle period would not be considered by our institution as normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account’s rewards and thus will not count toward earning the account’s rewards.

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Termination of Account - We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Spencer Savings Bank check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products/services associated with this account will also be terminated at the same time.

Qualification Information - To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash Back account during each Monthly Qualification Cycle:

- At least one (1) ACH credit or ACH payment transaction(s)
- At least twelve (12) debit card purchases
- Be enrolled in and have agreed to receive eStatements rather than paper statements

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our bank. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) banking day prior to the first day of the current Statement Cycle through one (1) banking day prior to the last business day of the current Statement Cycle.

Contact one of our financial center service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any business day on which an office of the bank is open to the public for the purpose of carrying out substantially all of its banking functions.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, June 19, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. Contact one of our financial centers service representatives for specific Statement Cycle dates.

Reward Information - When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive five percent (5%) cash back on up to a total of two hundred dollars (\$200.00) of debit card purchases that post and settle to the account during that cycle period. That means that a maximum of ten dollars (\$10.00) cash back payments may be earned per Monthly Qualification Cycle.

You will also receive reimbursements up to an aggregate total of twenty five dollars (\$25.00) for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded.

Cash back payments and nationwide ATM withdrawal fee reimbursements will be credited to your Kasasa Cash Back account on the last day of the current statement cycle.

Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards, however a one hundred dollar (\$100) minimum deposit is required to open the account. Rewards less than a penny cannot be distributed. You will automatically qualify for the account's rewards during your account's first two statement cycles. If the account is closed before rewards are credited, you will forfeit the rewards.

Additional Information - Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. Refer to our Consumer Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, eStatements) and log-ons may be required to meet some of the account's qualifications. Limit of two (2) Kasasa account(s) per person. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. Contact one of our financial center representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Member FDIC. Kasasa and Kasasa Cash Back are trademarks of Kasasa, Ltd., registered in the U.S.A.

Cycle Date Information - The following dates apply to your Kasasa Cash Back account. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and

activities identified within the above Qualification Information section must post and settle to your Kasasa Cash Back account with these Monthly Qualification Cycle dates. (See Chart)

Monthly Qualification Cycle				Statement Cycle	
Month	Year	Begin	End	Begin	End

NEW JERSEY CONSUMER CHECKING ACCOUNT

Minimum ledger balance to open the account - You must deposit \$50.00 to open this account.

Fees:

A service charge of \$3.00 will be charged each month.

An activity charge of \$.50 will be charged for each check in excess of eight during a month.

SPENCER CHECKING ACCOUNT

Minimum ledger balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to avoid imposition of fees - A monthly service charge of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$300.00 any day of the cycle. This fee will not apply if you have a recurring direct deposit to the account.

SPENCER GOLD CHECKING ACCOUNT

(For individuals 55 years of age or older)

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

SPENCER PLATINUM CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to avoid imposition of fees - A monthly service charge of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

PREMIUM MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to avoid imposition of fees - A monthly service charge of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$1,000.00 any day of the cycle.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

e-MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$500.00 to open this account.

Minimum ledger balance to avoid imposition of fees - A monthly service charge of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$500.00 any day of the cycle.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

PLATINUM STATEMENT SAVINGS ACCOUNT OR STATEMENT SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to avoid imposition of fees - A monthly service charge of \$3.00 will be imposed every statement cycle if the balance in the account falls below \$100.00 any day of the cycle. This fee will not apply to depositors under 18 years of age or over 55 years of age.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

PASSBOOK SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

Transaction limitations:

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or telephone transfer or similar order to third parties.

SPENCER SMARTSAVER SAVINGS ACCOUNT

Requirements:

- Must be linked to any Spencer Checking account.
- Must be a minimum \$25.00 recurring monthly transfer from the Spencer Checking or have a recurring monthly direct deposit into this account.

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to avoid imposition of fees - A monthly service charge of \$3.00 will be imposed every statement cycle if the balance in the account falls below \$100.00 any day of the cycle. The fee will not apply to depositors under the age of 18 and over the age of 55.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

IRA SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum ledger balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

SPENCERKIDS SAVINGS ACCOUNT

This is a custodial account under the Uniform Transfers to Minors Act for children under 21 years of age.

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

Under UTMA rules, a minor is classified as an individual who has not reached the age of 21. We will notify you 60 days prior to the minor turning 21 to transfer the funds to a new individual or joint account. If you do not take any action, your account will be closed when the minor turns 21.

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

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every quarter.

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

Minimum balance to open the account - You must deposit \$1.00 to open this account.

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

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

Transaction limitations:

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or telephone transfer or similar order to third parties.

HOLIDAY CLUB VACATION CLUB
(October-October) (April-April)

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

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

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

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest, and a service charge will be assessed for premature closeouts.

Minimum balance to open the account - You must deposit \$5.00 to open this account.

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

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

Transaction limitations:

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or telephone transfer or similar order to third parties.

CERTIFICATE OF DEPOSIT/IRA

Rate Information (fixed rate account) - The interest rate on your account is _____% with an annual percentage yield of _____%. You will be paid this rate until _____.

Compounding and crediting frequency - Interest will be compounded daily and credited monthly for maturities of 12 months or greater. Interest on maturities less than 12 months will be simple interest credited monthly.

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

Minimum balance to open the account - You must deposit \$_____ to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$_____ in the account each day to obtain the disclosed annual percentage yield.

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

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

Transaction limitations:

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

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty.

You can withdraw interest only on the crediting dates.

You can withdraw interest any time during the term of crediting after it is credited to your account.

Time requirements - Your account will mature _____.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or less:
The fee we may impose will equal one month interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year, but less than 36 months:
The fee we may impose will equal three months interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of 36 months or more:
The fee we may impose will equal six months interest on the amount withdrawn subject to penalty.

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

For any time deposit which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

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

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within seven (7) calendar days from maturity) or we receive written notice from you within seven (7) calendar days of maturity. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Fixed Rate - The renewal term will be _____. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have seven calendar days after maturity to withdraw the funds without a penalty.

COMMON FEATURES

Please refer to our separate fee schedule for additional information about charges.

YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

- ☐ **KASASA CASH ACCOUNT**
- ☐ **KASASA CASH BACK ACCOUNT**
- ☐ **NEW JERSEY CONSUMER CHECKING ACCOUNT**
- ☐ **SPENCER CHECKING ACCOUNT**
- ☐ **SPENCER GOLD CHECKING ACCOUNT**

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

- ☐ **SPENCER PLATINUM CHECKING ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$35,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$9,999.99, but less than \$35,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 3** - If your daily balance is more than \$2,499.99, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

- ☐ **PREMIUM MONEY MARKET ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$10,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$99.99, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

- ☐ **e-MONEY MARKET ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$250,000.01 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$4,999.99, but less than \$250,000.01, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 3** - If your daily balance is more than \$499.99, but less than \$5,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

- ☐ **PLATINUM STATEMENT SAVINGS ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 3** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 4** - If your daily balance is more than \$4,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 5** - If your daily balance is more than \$99.99, but less than \$5,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

☐ **STATEMENT SAVINGS ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$25,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$99.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

☐ **PASSBOOK SAVINGS ACCOUNT**

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

☐ **SPENCER SMARTSAVER SAVINGS ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$250,000.01 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$4,999.99, but less than \$250,000.01, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 3** - If your daily balance is more than \$99.99, but less than \$5,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

☐ **IRA SAVINGS ACCOUNT**

Rate Information:

- **Tier 1** - If your daily balance is \$1,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2** - If your daily balance is more than \$99.99, but less than \$1,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

☐ **SPENCERKIDS SAVINGS ACCOUNT**

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

☐ **HOLIDAY/VACATION CLUB ACCOUNT**

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

☐ **CERTIFICATE OF DEPOSIT/IRA**

☐ **PROMOTIONAL PRODUCT:** _____

The promotional product will rollover into a standard product upon maturity. For example 13 month CD will rollover into a 12 month CD. 21 month CD will rollover into a 24 month CD.

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

Minimum balance to avoid service charge: _____



FACTS**WHAT DOES SPENCER SAVINGS BANK, SLA DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ┆ Social Security number ┆ Income ┆ Account balances ┆ Payment history ┆ Transaction history ┆ Credit history When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Spencer Savings Bank, SLA chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Spencer Savings Bank, SLA share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences		No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 800-363-8115 or go to www.spencersavings.com		

Who We Are	
Who is providing this notice?	Spencer Savings Bank, SLA
What We Do	
How does Spencer Savings Bank, SLA protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Spencer Savings Bank, SLA collect my personal information?	We collect your personal information, for example, when you Open an account Apply for a loan Deposit money Use your credit or debit card Pay your bills We also collect your personal information from others, such as credit bureaus, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - sharing for affiliates' everyday business purposes - information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <i>Spencer Savings Bank, SLA has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Spencer Savings Bank, SLA does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include credit card companies.</i>

E-Money Market

Monthly Service Charge If Minimum Daily Balance < \$500	\$5.00
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Premium Money Market

Monthly Service Charge If Minimum Daily Balance < \$1,000	\$15.00
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New Jersey Consumer Checking

Monthly Service Charge	\$3.00
Monthly Per Check Cleared > 8 In A Statement Cycle	\$0.50

Spencer Checking

Monthly Service Charge If Minimum Daily Balance < \$300	\$5.00
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*This fee does not apply to customers with a direct
deposit into their account every statement cycle*

Spencer Platinum Checking

Monthly Service Charge If Minimum Daily Balance < \$2,500	\$15.00
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SpencerPlus Checking

Monthly Service Charge If Minimum Daily Balance < \$500	\$12.00
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*This fee does not apply to customers with a direct
deposit into their account every statement cycle*

Platinum Statement Savings

Monthly Service Charge If Minimum Daily Balance < \$100	\$3.00
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*This fee does not apply to customers under the age
of 18 or over 55*

Spencer SmartSaver Savings

Monthly Service Charge If Minimum Daily Balance < \$100	\$3.00
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*This fee does not apply to customers under the age
of 18 or over 55*

Statement Savings

Monthly Service Charge If Minimum Daily Balance < \$100	\$3.00
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*This fee does not apply to customers under the age
of 18 or over 55*

Wire Transfer Fees

Incoming Wire	\$15.00
Domestic Outgoing Wire	\$30.00
International Outgoing Wire	\$50.00

Safe Deposit Box Rental Annual

3x5	\$40.00
5x5	\$55.00
3x10	\$70.00
5x10	\$115.00
10x10	\$175.00
Safe Deposit Box Drilling	\$300.00
Safe Deposit Box - Key Replacement	\$25.00
Safe Deposit Box - Late Payment	\$10.00

Miscellaneous Service Fees

Account Link Overdraft Protection - Per Transfer	\$10.00
Account Research - Per Hour	\$25.00
Account Research Copies - Per Item	\$5.00
Account Statement Reconciliation - Per Hour	\$25.00
ATM/Check Card Replacement	\$5.00
Consular Letter	\$25.00
Foreign Currency Order (under \$300)	\$10.00
Inactivity Fee - Monthly (Checking Account - 1 year of inactivity, Savings Account - 2 years of inactivity)	\$5.00
IRA Trustee-to-Trustee Transfer	\$50.00
Levy - Legal Papers Served	\$150.00
Medallion Signature Guarantee	\$10.00
Official/Bank Check	\$10.00
Passbook Replacement	\$25.00
Returned Check/EFT Item (Insufficient/Uncollected)	\$34.00
Returned Deposited Item	\$15.00
Stop Payment	\$30.00
Temporary Checks (3 per page)	\$5.00
Visa® Gift Card	\$5.00



Account Opening Promotional Disclosure

2026 Summer Money Market Promotion:

*APY=Annual Percentage Yield. Premium Money Market is a variable rate, interest-bearing account with promotional interest tiers as follow: Daily balances \$0 - \$99.99 – 0.00%; \$100 - \$9,999.99 – 0.25% APY; \$10,000 – \$250,000 – 4.00% APY. There is a \$100 minimum deposit required to open this account and a \$15 monthly service charge if the daily minimum balance falls below \$1,000 at any time during the statement cycle. Minimum deposit of \$10,000 and maximum deposit of \$250,000 per social security number to receive promotional APY. Fees may reduce earnings on this account. Account must be opened by 8/15/2026 and rate is guaranteed for 6 months from date of account opening. After the promotional period ends, standard pricing will apply and the rates will change. APYs are accurate as of 6/15/2026 and are subject to change without notice. Offers may be withdrawn at any time. Available to individuals who are primary residents of NJ and currently living in NJ or former NJM Bank customers who currently maintain an existing deposit relationship and who are primary residents of and live in Bucks County, PA. **NEW MONEY ONLY. New Money is defined as money not on deposit at Spencer Savings Bank within the last six months. Use Promo Code: MM26

14-Month IRA CD Promotion:

*APY=Annual Percentage Yield. These APYs are only valid on the 14-Month CD or IRA. A \$1,000 minimum deposit for the CD account or \$500 minimum deposit for the IRA account is required to obtain the stated APYs. New Money Only. The maximum CD or IRA account for this promotion is \$250,000 for consumers per tax-identification number and \$500,000 for business entities per tax-identification number (CD Only). APYs assume interest remains on deposit until maturity. A penalty will be imposed for premature withdrawals. Interest is compounded daily and credited monthly. Fees may reduce earnings on account. One rate and term change allowed per year if you are over 59 ½ years of age, without penalty. For IRA accounts, consult your tax advisor. Available to individuals who are primary residents of NJ and currently living in NJ or former NJM Bank customers who currently maintain an existing deposit account and who are primary residents of and live in Bucks County, PA. APYs are accurate as of 6/15/2026. Offers are only valid through 8/15/2026 and may be withdrawn at any time. **Accounts for business entities cannot be opened online. To open an account, please visit a Financial Center. ***NEW MONEY ONLY is defined as money not on deposit at Spencer Savings Bank.

SpencerKids \$25 Promotion:

APY=Annual Percentage Yield. *Open a new SpencerKids account using promotional code SAVE by December 31, 2026 to receive a \$25 New Account Bonus Payment. Spencer Savings Bank will fund the opening deposit of your child's SpencerKids savings account with \$25, paid upon qualifying account opening, which will be available for withdrawal one year from the account opening date. Any additional funds added to the account will follow the normal Bank's Funds Availability Policy. If you do not present promotional code SAVE at the time you open your account, you may not be eligible to receive this bonus payment. The SpencerKids account is a tiered variable rate interest-earning product with a \$1 minimum daily balance to open and maintain the account. Rates as of 1/31/2026, \$0-\$99, 0%; \$1 - Greater, 0.50%. For further details, refer to account in the Terms and Conditions of Your Consumer Account. Fees may reduce earnings on this account. For online and mobile banking, third party fees may apply. This promotion is only available to students under the age of 18 that present a valid coupon. Spencer Savings Bank may change or discontinue this offer at any time without notice. All account applications are subject to approval. Offer is limited to one account per social security number. Cash bonus may be reported

to the IRS for tax reporting purposes and Spencer Savings Bank may issue a 1099 form. You are responsible for any applicable taxes. This offer is available to individuals who are primary residents of New Jersey and currently living in New Jersey, or former NJM Bank customers who currently maintain an open deposit account with Spencer Savings Bank and who are primary residents of Bucks County, PA and live in Bucks County, PA.

New Customer Checking Account Bonus Offer: (copy of letter required)

Open any new checking account and receive a \$100 cash bonus. For example, our Platinum Checking is a tiered variable rate interest-bearing account and has a required minimum daily balance of \$2,500 in order to avoid a \$15 monthly service charge. Currently the tiered interest rates on daily balances are as follows: \$0 - \$2,499.99 – no interest earned, \$2,500 - \$9,999.99 – 0.05% APY, \$10,000 - \$34,999.99 – 0.25% APY and \$35,000 or more - 0.30% APY, rates may change at any time and after the account is opened. APY=Annual Percentage Yield. These APYs are accurate as of 1/31/2024. There is a \$100 minimum to open this account. You must maintain a minimum daily balance of \$2,500 to obtain interest and to maintain an active Platinum Checking Account that qualifies for the cash bonus. An active checking account is defined as an account that has multiple debits and credits coming in and out of the account monthly. Account must be open and in good standing for a minimum of 90 days from the account opening date. \$100 cash bonus will be credited to your new checking account within 120 days after the account opening. Fees may reduce earnings on this account. For online and mobile banking, third party fees may apply. Offer may be withdrawn at any time. This offer is only for 60 days from the date of this letter. Cash bonus payment subject to IRS tax reporting requirements. This offer is limited to one cash bonus per eligible customer Tax-ID. Other checking products are available for this bonus, please refer to www.spencersavings.com.

New Customer CD/IRA Rate Bump Offer: (copy of letter required)

Open a new Certificate of Deposit (CD) or IRA and receive a 0.25% bonus rate for the entire term of the CD or IRA. Minimum opening deposit for a CD is \$1,000. Minimum opening deposit for an IRA is \$500. Bonus Rate applicable on any standard rate CD or IRA and only during the initial term of the CD or IRA. Offer valid for new CD or IRA accounts only and cannot be combined with any other offers. Offer may be withdrawn at any time. This offer is only for 60 days from the date of this letter. An active checking account is defined as an account that has multiple debits and credits coming in and out of the account monthly.

New Customer Savings/Money Market Bonus Offer: (copy of letter required)

Open a new savings or money market account and receive a \$100 cash bonus. Savings Example: Our Platinum Savings Account is an interest-bearing account with tiered rates as follows: \$0 - \$99.99 - no interest earned, \$100 - \$4,999.99 – 0.05% APY, \$5,000 - \$24,999.99 – 0.10% APY, \$25,000 - \$49,999.99 – 0.25% APY, \$50,000 - \$99,999.99 – 1.50% APY and \$100,000 or more – 1.00% APY. APY = Annual Percentage Yield. There is a \$100 minimum to open this account. You must maintain a minimum daily balance of \$100 to obtain interest and to maintain an active Platinum Savings Account that qualifies for the cash bonus. There is a \$3 monthly service charge, which will be waived if a \$100 daily minimum balance is in the account. Money Market Example: Our Premium Money Market Account is an interest-bearing account with tiered rates as follows: \$0 – \$99.99 – no interest earned, \$100 - \$9,999.99 – 0.25% APY and \$10,000 or more – 3.00% APY. There is a \$100 minimum to open this account. You must maintain a minimum daily balance of \$100 to obtain interest and to maintain an active Premium Money Market Account that qualifies for the cash bonus. There is a \$15 monthly service charge, if the daily balance falls below \$1,000 at any time during this month. These APYs are accurate as of 3/13/2025. For any of these products, the account must be open and in good standing for a minimum of 90 days from the account opening date. \$100 cash bonus will be credited to your new account within 120 days after the account opening. Offer may be withdrawn at any time. This offer is only for 60 days from the date of this letter. Fees could reduce earnings on any of the accounts. Cash bonus payment subject to IRS tax reporting requirements. For online and mobile banking, third party fees may apply. This offer is limited to one cash bonus per eligible customer Tax-ID.