# TAX FAVORED ACCOUNT (TFA) ACCOUNT AGREEMENT

**General Agreement.** The terms "you" and "your" refer to the Account Owner and the terms "we," "us" and "our" refer to the financial institution. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth in Savings Account Disclosure and Privacy Policy and where applicable, the Funds Availability Policy and/or Electronic Fund Transfer Agreement, all of which are incorporated by reference ("Disclosures".) You understand that your account is also governed by applicable law.

**Tax Favored Accounts.** Your account has been opened as an investment vehicle under a Tax Favored Account (TFA) Plan. The provisions of the TFA Plan should be read in conjunction with this Agreement. If any provision of this Agreement and the TFA Plan conflict, the TFA Plan language will control.

**General Rules.** The following rules apply to all types of accounts.

Your Choice of Account. You have instructed us as to the title and type of account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

- 1. Deposits. Deposits may be made in person, by mail or other means, in a form and manner acceptable to us. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items that you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned and all costs and expenses related to the collection of some or all of the amount from you.
- 2. Your Responsibility for Back of Check. All negotiable paper ("checks") presented for deposit must be in the format that can be processed, and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account or on any check issued by you must be placed on the left side of the check when looking at it from the front, and must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.
- 3. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.
- **4. Dormant/Inactive Accounts.** If your account becomes dormant or inactive as defined by state law, your account balance may be escheated (that is, turned over to the state) in accordance with state law. Unless under the governing law of Alaska and Kansas, we may cease any interest payments to the extent allowed by state law. Unless under the governing law of Alaska, Texas and Kansas, we may charge you any applicable fee, as specified in the Disclosures, to the extent allowed by state law. In addition, ordinary fees and charges for account ownership may still apply.
- **5. Individual/Single Party Accounts.** The named party in an individual/single party account owns the account and may withdraw all or some of the account. At the death of account owner, ownership of the funds remaining in the account will pass as instructed in the TFA documents.
- **6. Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time.
- **7. Non-Sufficient Funds.** If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return such item for non-sufficient funds and may charge you a fee as provided in the Disclosures. We will process checks and other debit items in the order identified in your Truth In Savings disclosure.
- **8.** Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law Your continued use of the account evidences your agreement to any amendments.
- 9. Notices. Refer to your TFA Plan Agreement for applicable notice requirements.
- **10. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.
- 11. Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.
- **12. Closing Account.** We may close the account at any time, with or without cause, and the TFA monies will be handled consistent with the provisions in the TFA Plan Agreement.

- **13. Transfers and Assignments.** Refer to your TFA Plan Agreement and TFA Disclosure Statement for applicable transfer and assignment information requirements.
- **14. Applicable Laws and Regulations.** You understand that the Agreement is governed by the laws of the state where the account is opened, unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.
- **15. ACH and Wire Transfers.** This agreement is subject to Article 4A of the Uniform Commercial Code Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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.

If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

**Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

- **16. Power of Attorney.** You may wish to name one or more persons to act as your attorney(s) in fact or agent(s) in connection with your account. It is our right to review, and to honor or dishonor the authority of an attorney in fact to exercise a power granted under a power of attorney. When under the governing law of Indiana, we will honor the authority of the attorney in fact within 3 business days from the time of our receiving it, but in case of refusal, we will provide the attorney in fact with a written statement, if state law requires it, within 10 business days after the refusal, noting the reasons for refusal.
- **17. Payment of Interest.** If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.
- 18. Stop Payments. If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on a preauthorized transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any individual authorized on the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.
- **19. Electronic Checks.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.
- **20. Substitute Checks.** To make check processing faster, federal law permits financial institutions 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 a proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).
- **21. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more then 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damage you incur for which we may have liability is limited to actual damages not to exceed the amount of the check.
- 22. Statements. We will provide you with a periodic TFA Plan statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. When subject to New York, Montana, or South Carolina state law, reasonable promptness will not exist if you fail to notify us within 60 days after we mail or otherwise make the statement available to you. The reasonable time period may be other than stated above as allowed by our institution policy. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution.

- 23. Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.
- **24. Verifying Funds Availability for Checks.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.
- **25. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.
- **26. Death or Incompetency.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it.
- **27. Authorized Signature.** Your signature on the Account Information form is your authorized signature. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature, but we will not be liable to you for refusing to honor signed instructions if we believe in good faith that the signature appearing on such instructions is not genuine.
- **28. Claims.** In response to any levy, or other order of court or other legal process as allowed by state law ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.
- **29. Expenses.** You agree to be liable to us for any loss, cost or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expenses from your account without prior notice to you.
- **30. Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of nonpayment, dishonor or protest regarding any items credited to your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.
- **31. Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the cancelled checks will be retained by us and destroyed after a reasonable time period or as required by law. You may request a copy of a cancelled check. Refer to our current Fee Schedule for any related fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When subject to Maryland state law, if you elect not to receive cancelled checks on a regular basis, we shall, upon your request, return any check or check facsimile that you require for tax audits or litigation at no cost to you. In all other instances, at your request, we shall provide a minimum of two checks or check facsimiles per month at no cost to you. When subject to Massachusetts state law, the maximum limit is 25 free check copies per calendar year.
- **32. Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders for payment of money, that are drawn on us 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 in our files and contain the required number of signatures for this purpose.
- **33. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of a restrictive legend are "must be presented within 90 days" or "not valid for more than \$1,000.00".
- **34. Distribution Warning.** TFA accounts are subject to specific rules regarding how and when distributions may be taken. You are responsible for understanding the rules associated with taking distributions from this account. Most distributions are reportable to the IRS, and any distributions taken or used incorrectly may be subject to taxes and penalties. If you receive checks or a debit card to use with this account, you are solely responsible for your actions regarding those account features. Account owners should exercise caution when taking distributions from TFA accounts and consult a competent tax advisor.
- **35. New Jersey Consumer Checking Account.** If an HSA and your account is opened as a New Jersey Consumer Checking Account, the specific requirements applicable to your account are provided in the Disclosures. We may refuse to open a New Jersey Consumer Checking Account for you or close your account for any of the following reasons: (i) fraudulent activity or overdrafts, or to protect our [customers/members] or employees from physical harm, using the same standards as are used for [holders of regular checking accounts;/ members having regular share draft/checking accounts;] (ii) you have a regular [checking/share draft/checking] account or another New Jersey Consumer Checking Account with us or with another institution; (iii) you make an intentional material misrepresentation to us in connection with the account; or (iv) any other reason consistent § with the provisions under N.J.S.A. 7:16N-1. et seq. and any accompanying regulations.

## **MONEY MARKET ACCOUNTS**

In addition to the General Rules, your Money Market Account will be subject to the following rules:

- **1. Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
- **2. Access Limitations.** You understand that we will not allow more authorized transfers than the maximum number specified in your Disclosures. Federal regulations require compliance with these restrictions. We may be required to close your account or take away any ability to transfer if these restrictions are violated.

### **SAVINGS ACCOUNTS**

In addition to the General Rules, your Savings Account will be subject to the following rules:

- **1. Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
- 2. Passbooks. If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal until we have satisfactory evidence of your passbook account. If your passbook is lost or stolen, you will immediately notify us in writing.

**3. Access Limitations.** You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. Federal regulations require compliance with these restrictions. We may be required to close your account or take away your ability to transfer funds if these restrictions are violated.

### **CERTIFICATES OF DEPOSIT**

In addition to the General Rules, your Certificate of Deposit/Time Deposit ("Certificate") account will be subject to the following rules:

- **1. Term.** The Term of your account is specified on your Certificate and in the Disclosures provided to you prior to, or at the time of, opening the account, including the specific interest rate and Annual Percentage Yield (APY) applicable to your Certificate.
- 2. Payment on Maturity. Your deposit is payable on the Maturity Date noted on the Certificate and in your Disclosures.
- **3. Interest.** The Certificate bears interest at the rate and basis as set forth on the Certificate and in the Disclosures. Interest will not be compounded unless noted on the Certificate and in the Disclosures. Interest will be paid on payment frequencies set forth, and in the manner indicated, on the Certificate and in your Disclosures. Withdrawal of interest prior to maturity will affect the Annual Percentage Yield. For any renewal of a Certificate, interest will be paid at the rate then in effect at this financial institution for similar certificate accounts, and any such renewal will be for a time period equal or similar to the original term, and subject to these terms and conditions. Except for any grace period discussed in paragraph 7 or any postmaturity interest discussed in paragraph 8 below, no interest will be paid on a deposit after the Maturity Date.
- 4. Transferability. No right in, or title to, the Certificate is transferable, except on the books of this financial institution.
- **5. Withdrawal Prior to Maturity.** You have contracted to keep the funds evidenced by the Certificate on deposit from the issue date until the Maturity Date of the Certificate. Right of early withdrawal will be subject to all applicable laws and the terms and conditions of the Certificate. Acceptance of a request by you for withdrawal of some or all of the funds prior to the Maturity Date is at our discretion.
- **6. Early Withdrawal.** If we allow a withdrawal, either partial or in whole, prior to the Maturity Date, each time we allow such a withdrawal, you may be assessed an early withdrawal penalty as set forth on the Certificate and in the Disclosures. If the withdrawal is subject to an early withdrawal penalty, in no event shall such penalty be less than seven (7) days simple interest on the Certificate amount and may invade principal.

We reserve the right to establish a policy and may waive the early withdrawal penalty under conditions provided by applicable law, regulation, or other federal agency issuance(s).

- **7. Automatic Renewal.** Automatic Renewal Certificates renew automatically on the maturity date. If the deposit is withdrawn during the grace period as set forth on the Certificate and in your Disclosures, we will not charge an early withdrawal penalty. If interest is paid on the deposit until withdrawal during the grace period, it shall be that grace period interest described on the Certificate under Grace Period.
- **8. Single Maturity.** Single Maturity Certificates are not automatically renewable and mature on the Maturity Date set forth on the Certificate. No interest will be paid on the deposit after maturity unless set forth on the Certificate under Post-Maturity Interest.
- **9. Withdrawals and Additional Deposits During Term.** No withdrawal or additional deposits will be allowed during the term of the Certificate unless allowed by the product, as described by your Certificate and in the Disclosures.
- **10.** Lost or Stolen Certificates. We can refuse to allow withdrawals, which you request without your Certificate, until we have satisfactory evidence of your Certificate. If your Certificate is lost or stolen, you agree to immediately notify us in writing or in another form and manner acceptable to us.
- 11. Callable Time Deposit. If your Certificate has a "call" feature, we may redeem the Certificate prior to the stated Maturity Date according to the terms and conditions provided by your Certificate and Disclosures.
- **12. Bump-up Time Deposit.** If your Certificate has a "bump-up" feature, you may increase the rate of your Certificate prior to the stated Maturity Date according to the terms and conditions provided by your Certificate and Disclosures.
- **13. Step Rate Time Deposit.** If your Certificate has a "step rate" feature, there are two or more interest rates that will take effect for the period specified, according to the terms and conditions provided by your Certificate and Disclosures.

#### **CHECKING AND NOW ACCOUNTS**

In addition to the General Rules, your Checking Account and Negotiable Order of Withdrawal (NOW) Account will be subject to the following rules:

- **1. Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawal may be subject to a service charge.
- **2. Withdrawal Notice Requirements.** If your account is a NOW or interest bearing checking account, we have the right to require seven (7) day prior written notice from you of your intent to withdraw any funds from your account.