

Business Deposit Accounts Terms and Conditions

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BUSINESS DEPOSIT ACCOUNT TERMS AND CONDITIONS AGREEMENT

INTRODUCTION

Thank you for opening and maintaining a business purpose deposit account with Provident Bank. This Business Deposit Accounts – Terms and Conditions Agreement (“Agreement”) contains the terms and conditions governing deposit accounts offered to business and non-consumer customers by Provident Bank. By applying for an account and signing an account signature card and/or other documents, you agree that when we open that account, it will be governed by this Agreement, the signature card and/or other Account documents, the Business/Treasury Management Accounts and Service Fees brochures (as applicable), which accompany and are part of this Agreement, as well as all applicable State and Federal laws and regulations. You also acknowledge receipt of a copy of (1) this Agreement; (2) the Business/Treasury Management Accounts and Service Fees brochures (as applicable); (3) the Privacy and Overdraft Privileges Policies; (4) the USA PATRIOT Act Customer Identification Program Notice; and (5) the Federal Regulation CC disclosure as applicable to the account you opened and the services you requested.

In this Agreement, the words “you” and “your” mean the Corporation, Estate, Limited Liability Corporation (LLC), General Partnership, Limited Partnership (LP), Limited Liability Partnership (LLP), Unincorporated Association, Not-for-Profit, and governmental agency or unit, as well as the respective authorized signers for each respective entity, as applicable, that maintains the account. Note: The designation of an authorized signer does not create a power of attorney. The words “Bank”, “we” or “us” mean Provident Bank. “Account” means each business purpose deposit account maintained.

Please read this Agreement in its entirety and retain it and all applicable policies, notices, and disclosures as discussed throughout this document for future reference. **This Agreement requires you and us to resolve disputes through arbitration on an individual basis rather than jury trials or class action lawsuits.**

RULES AND REGULATIONS

This Agreement sets forth the rules and regulations that govern your Account with Provident Bank. Your Account will also be governed by the signature card and/or other Account documents signed or otherwise executed and, if applicable, by any supplemental Agreement for services selected in connection with the Account. Furthermore, the Account will be subject to the laws, regulations and rules of the State of New Jersey and of the United States. Any change in any of the foregoing that may become effective in the future will also govern your Account. By signing the account signature card or accepting the Account for which you applied, you agree to be bound by the terms and conditions set forth in this Agreement.

RESERVATION OF RIGHTS BY THE BANK

Any waiver by the Bank of the rules and regulations governing your Account on any occasion will not constitute a waiver of the same or any other rules and regulations on any other occasion.

CONFIDENTIALITY

Information about your Account is confidential. We will not disclose information about you or your relationship with us to anyone except as provided in our Privacy Policy.

TYPES OF ACCOUNTS

Provident Bank offers several different types of business purpose checking, savings, certificate of deposit, and investment-sweep accounts. The Bank’s Business/ Treasury Management Accounts and Service Fees brochures (as applicable) describes the business checking, savings, and investment-sweep accounts offered and available to our customers from time-to-time, as well as the general account requirements and applicable service fees. Information regarding estate, trust and certificate of deposit accounts is available on our website (provident.bank) or at each of our branch offices.

A Provident ATM card and/or Provident Business Debit MasterCard is automatically issued with most checking accounts opened and maintained for business customers’ use. You must notify us at account opening (or, at your discretion, a later date) if you do not want an ATM (limited to existing ATM cards) card or a Provident Business Debit MasterCard.

Transactions processed using a Provident ATM card and/ or Provident Business Debit MasterCard are governed by Provident Bank Cardholder Agreement for Business Accounts, incorporated into this Agreement by reference herein.

We reserve the right not to offer all accounts at all times. We may discontinue offering a type of account at any time without notice. However, any account existing at the time of or after the product type is no longer offered will continue to be governed by this Agreement. Information regarding account requirements and service fees for Accounts no longer offered but you maintain is available at each of our branch offices.

ELIGIBILITY

The types of business entities listed in the "Introduction" section of this Agreement may open and maintain business checking, savings, and certificate of deposit accounts. Estates for which all the beneficiaries are natural persons may also open and maintain these accounts. Consumer accounts may not be opened or maintained by corporations, estates, limited liability companies/partnerships, unincorporated business associations, partnerships, governmental agencies, or nonprofit organizations. If we believe that you are not eligible to own your specific account type, we will convert or close the Account at our sole discretion.

INFORMATION ABOUT YOU AND YOUR ACCOUNT When you open a deposit account with us, you give us information about the business entity and its authorized signers and confirm that it is correct. We enter that information into our records/systems. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account and any person who exercises authority and/or control over an account with that financial institution.

When you apply for an Account, we will ask for the legal business/entity name, address, and Tax Identification Number (TIN). We will also ask for the legal name, address, date of birth, and TIN for each authorized signer. We will require two or more forms of identification for the business/entity and two or more forms of identification, one of which must be a government-issued unexpired photo identification for each authorized signer (including authorized signers on government-owned accounts). We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. When we are not able to verify your identity to our satisfaction, we will not open your account if this determination is made at the time that you apply for the Account; if your Account has already been opened and/or funded, we will restrict access to your Account and any funds on deposit until such time that we can close the Account.

If the Account owner is a corporation, estate, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an Account in any capacity other than an individual capacity, each person signing the signature card or completing other account opening requirements represents and agrees that they:

- Are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- Have furnished all documents or other information necessary to demonstrate that authority; and
- Will furnish other documents and complete other requirements as we may request from time-to-time.

We may refuse to recognize any resolution affecting the account application or your Account that appears to us to be incomplete, improperly executed, does not in our sole opinion, provide the specified authority, or otherwise is not acceptable to us.

We may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your Account. This may include verification of employment reports for authorized signers, as well as credit reports for both the business/entity and/or authorized signers, or other reports from account information services and credit reporting agencies.

When you open an Account, we may rely on information you give us and we maintain in our records. We determine the type and ownership of the Account from this information. When you ask us to make a change to this information or your Account, and we agree to the change, the change is not effective until we have had a reasonable time to act on the new information. As an example, if you ask us to change the authorized signers on your Account, your requested change is not effective until we have a reasonable time to act on it. If we ask you to give us additional documents or information, and you do not do so promptly, we may close your Account.

HOW TO ACCESS YOUR ACCOUNT

You can access your Account and obtain information about other products and services available from Provident Bank:

- At our conveniently located branch offices and Provident-owned ATMs;
- Through ProvidentConnect for Business and our website provident.bank;
- Through our Customer Contact Center at 800.448.7768

DEPOSITS

Deposits may be made in person or by any other method the Bank makes available, such as automated teller machines (ATMs; limited to on-site Provident-owned ATMs), automated clearing house (ACH) transactions, remote deposit capture (RDC), Business Mobile Deposits and electronic fund transfers (EFTs). We may make other methods of making deposits available to you for your convenience.

ATM deposits are available only for checking accounts and statement-type savings accounts; EFT deposits are available for checking and statement savings accounts.

Provident Bank is not responsible for deposits made through electronic means until the Bank actually receives the item(s), unless altered by mutual agreement between you and us where you have contracted for other services offered by the Bank such as our Remote Deposit Capture Service. In receiving any item(s) for deposit or collection, the Bank will process the item(s) in order to collect final payment. The Bank will not, however, become the owner of the item(s). In processing the item(s), the Bank will not be responsible beyond the exercise of ordinary care. All items are credited subject to the Bank's receipt of final payment of each item.

If the Bank receives any items payable to you with any endorsement missing, the Bank may endorse the item(s) and deposit it in your Account. Items will be handled in accordance with customary banking practices. In its sole discretion, the Bank may refuse to accept a deposit, limit the amount that may be deposited, return a deposit and/or close an account. The availability of funds represented by checks deposited is governed by Federal Regulation CC and/or our Funds Availability Policy. You will receive a copy of our Funds Availability Policy prior to opening your Account and may request an additional copy at any time.

If we accept checks, electronic items/images or other items (hereafter, collectively referred to as check or checks) for deposit to your Account or cash them, you are responsible for the checks if there is a subsequent problem with them. Also:

If we cash a check for you or credit it to your Account and it is not paid for any reason, we may charge your Account for the amount of the check and a fee for handling the check, even if this causes your Account to become overdrawn.

- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit unless you can prove our determination was erroneous.
- If your Account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- We may accept a check for deposit to your Account from anyone. We do not have to question the authority of the person making the deposit.
- We may refuse to accept for deposit to your Account checks payable to a person or another entity (i.e., double-endorsed checks).
- In receiving checks for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- We may assess a charge for processing cash deposits.
- If you give us cash that we later determine to be counterfeit, we may charge your Account for the amount we determine to be counterfeit.
- You will not knowingly deposit checks to your Account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

We are not required to verify that money orders, bank checks, cashier's checks, electronic items/images or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash or accept for deposit a money order, bank check, cashier's check, electronic item/image or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your Account for the amount of the item and a fee for handling the item. This may occur even if we previously made the funds available to you, or if this causes your Account to become overdrawn.

With the exception of certificate of deposit accounts, you may make unlimited deposits to your Account each month or statement period.

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.

For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account. 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.

DIRECT DEPOSITS

If the Bank is required to reimburse the Federal government, any State government, or any other entity or person for any payment erroneously deposited to your Account through a direct deposit plan, the Bank, in addition to its other rights, may without prior notice to you, deduct the amount of the direct deposit from any Account under common ownership that you may have with the Bank. We may also use any other legal remedy to recover the amount of your liability.

FOREIGN CHECKS AND NON-ROUTINE ITEMS

Checks and other items drawn on banks outside of the United States carry a greater risk of non-collection. As such, you should be especially cautious about accepting items drawn on foreign banks.

Provident Bank may refuse to accept for deposit, collection, and/or subsequent credit to your Account a check or other item drawn on a bank or financial institution outside of the United States whose U.S. dollar value is not within the limit established by us from time-to-time and in effect at the time you present the item. All applicable Provident fees and corresponding bank charges will be deducted from the proceeds and/or your Account balance without exception.

Credit for foreign checks and other non-routine items may not be posted until the date that the funds are received by us from the institution on which the items are drawn.

If we accept an item for deposit which we later determine to be a foreign item, we may decide that the item needs to be sent for collection. If so, we may reverse any credit given for the item and mail the foreign item to you at the address we have on file for your Account statement or otherwise notify you of the return. You may ask us to send the item for collection.

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. For example, we are not liable for a default by any bank or agent involved in the collection process or for the loss of the foreign item in transit. We will send the foreign item through a correspondent bank. We will deduct our fees and the fees/charges assessed by the correspondent bank, paying bank and any agents involved in the collection process from any amount collected or from your Account.

Upon your request, we will attempt to determine the status of a foreign item sent for collection. You agree to pay all fees and charges related to such a request. We may refuse your request if less than 30 business days have passed since we first processed the foreign item for collection.

If a foreign item is returned to us unpaid for any reason at any time or is initially paid but then subsequently returned unpaid, we will charge your Account for the foreign item and mail the foreign item to you at the address we have on file for your Account statement. Even though the item is returned unpaid, we will charge you or your Account or any Account at the Bank under common ownership for our collection fees and for fees/charges assessed by the correspondent bank, paying bank and any agents involved in the collection process.

When we credit your Account for a foreign item, we use the applicable currency exchange rate on the day we send the item to our correspondent bank, or in instances of guaranteed funds coverage, on the date established by our correspondent bank, to determine the amount of the credit. When we reverse a credit for a foreign item, we use the applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

OVERPAYMENTS AND REVERSAL

If funds to which you are not entitled are deposited to your Account by mistake or otherwise, we may deduct these funds from your Account, even if this causes your Account to become overdrawn. If there are not enough funds in your Account, we may overdraw your Account and charge an overdraft fee. If the funds were transferred from your Account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

RETURNED ITEMS

As used in this Agreement, returned items are items that you deposit or that we cash for you (a "cashed" or "deposited item") and includes items drawn on Provident Bank as well as items drawn on other banks or financial institutions. You are responsible for returned items. If a cashed or deposited item is returned to us at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your Account

without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or automated clearing house rule. We may also deduct from your Account any interest you may have provisionally earned on the item. We will charge you a fee for each returned item as listed in our Business/Treasury Management Accounts and Service Fees brochures (as applicable). We may debit your Account for a returned item at any time on or after the day it is returned to us by electronic, automated clearing house ("ACH") or other means, or on the day we receive notice that the item is being returned to us – whichever is earlier.

For example, if an item deposited in your Account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears a forged or missing endorsement or should not have been paid for any reason, we may at our discretion charge the item against your Account or place a hold on the amount of that item against your Account until the claim is finally resolved. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraw your Account. We are not liable to you if there are insufficient funds to pay items you have issued and/ or authorized because we withdrew funds from your Account or in any way restricted your access to funds due to a hold or debit to your Account in connection with a returned item. You agree to immediately repay any overdraft caused by the return of a cashed or deposited item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document ("IRD"), or an image instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send the unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive any right to notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we may telephone you and/or send you a written notice. We will send notice to you about returned checks of any amount.

WITHDRAWALS

We reserve the right to approve any and all forms, including checks, used by you with respect to an Account to withdraw funds.

A withdrawal is deemed to be made when it is posted to your Account. The day of posting may not be the day you initiated the withdrawal. We may refuse a withdrawal request if:

- The withdrawal would be paid from funds deposited to your Account but not yet available for withdrawal;
- The withdrawal is greater in number than the number and/or frequency permitted on your Account;
- The withdrawal is for an amount greater or less than any withdrawal limitations applicable to your Account;
- Any document or identification we require, or the law requires, in connection with the withdrawal has not been presented to us;
- We have received a court order or other legal document prohibiting the withdrawal(s);
- The law prohibits the withdrawal;
- There is a dispute concerning the Account;

- The Account owner owes us money that is due and payable;
- The Account balance is security for a debt;
- An Account owner or a person we believe to be an agent of an owner requests that we do not permit withdrawals;
- A problem occurs with our equipment; or
- Such action is otherwise required by law.

We reserve the right to require withdrawals to be made only at the branch at which your Account is maintained.

Checking Accounts

With the exception of ATM, ACH or EFT transactions, withdrawals from checking accounts may only be made by issuing a check in the form prescribed by the Bank or, when instructed by us to do so, by completing a withdrawal slip on a form prescribed by us. In the case of money market accounts, the withdrawal may also be made by use of a withdrawal slip in the form prescribed

by the Bank. We may make other methods of making withdrawals available to you for your convenience. We may also require reasonable identification to conduct a withdrawal via the cashing of a check, draft or other instrument. The Bank will decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

You agree to notify us promptly if any Account owner/ authorized signer dies or becomes legally incompetent.

The Bank may continue to honor checks, items, and instructions issued by the deceased/incompetent Account owner/authorized signer until: (a) we know of their death or 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 legal incompetence of any Account owner/ authorized signer for up to ten (10) days after their death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

We reserve the right to require you to give the following advance written notice of your intention to make a withdrawal: seven days advance notice on money market accounts. Payment by the Bank without requiring the seven days advance notice will not constitute a waiver by the Bank of the right to require such notice.

Statement Savings and Certificate of Deposit (CD) Accounts

You may make a withdrawal from your statement savings and statement CD Accounts (partial redemption) by presenting a signed withdrawal request on a form acceptable to the Bank. We reserve the right to require such documentation and authorization as we deem necessary or appropriate to determine that the person requesting or directing the withdrawal of funds from an account has the authority to withdraw such funds. You will hold us harmless for refusing to pay or release funds where the refusal is based on the failure to provide documents or authorization as required by us or if we suspect fraud and/or other unlawful acts. We reserve the right to require you to give the following advance written notice of your intention to make a withdrawal: seven days advance notice on all certificate of deposit and statement savings accounts. Payment by the Bank without requiring the seven days advance notice will not constitute a waiver by the Bank of the right to require notice. The Bank also reserves the right to require withdrawals be made only at the branch at which your Account is maintained.

PREAUTHORIZED TRANSFER LIMITATIONS

There are no limits on the number of withdrawals or transfers from your savings or money market Account when made in person, by mail (by check mailed to you), messenger, or at an ATM.

From time to time, federal regulations require us to limit to a total of six (6), the number of transfers and withdrawals, or a combination of such "... transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of the depositor at the same institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. We will notify you when enforcement of this restriction is required or when the restriction is lifted by the regulators via a message on your Account statement, a message on our website, or by other means that we, in our sole discretion, deem appropriate.

A preauthorized transfer includes any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH)) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule" (Regulation D, Section 204.2(d) (2)).

When we count the number of transactions for a statement period, we use the date that we post each transaction to your Account. This date may differ from the date you authorize, transfer, or write the transaction. Accordingly, a withdrawal or transfer conducted during one statement period may not be counted by us as having been made until the following statement period.

If you exceed these limits, we will notify you about the transaction violations and the need to stay within the limits, as well as assess a fee to cover the administrative costs associated with monitoring your Account transactions. Repeated violations will require us to convert your savings or money market Account to a transaction account (e.g., non-interest bearing checking account). If we convert your Account, your new Account will be subject to the fees and other features/limitations governing the new account type.

We prohibit the use of a savings account as the designated bill payment account when utilizing ProvidentConnect for Business and Bill Payment Services.

TRANSFERS

You may transfer funds from one of your Accounts with us to another of your Accounts at this Bank by telephone, via ProvidentConnect for Business, or by written instructions given to us. At our discretion, a fee may be charged for this service. Transfers of interest are permitted on all deposit accounts.

We may refuse any transfer request which is greater in number than the frequency permitted for your Account type, or which is for an amount greater or less than any transfer limitations.

PAYMENTS

You may direct the Bank to make a payment from any of your checking or money market Accounts by writing a check or from your statement savings or money market Account(s) by presenting a signed withdrawal slip on the form prescribed by the Bank, or from either your checking, money market, or statement savings Account(s) by EFT (including a ProvidentConnect for Business Online Bill Payment transaction) or by debit card transaction. You must maintain a sufficient available balance in your Account to cover any check that you write or other withdrawal that you authorize. Funds from an item deposited do not become "available" for withdrawal/ payment until it has been finally paid to the Bank and availability may vary due to the manner in which the deposit was made (e.g., in-person, via ATM/online banking/ACH, or other means). We reserve the right to refuse to cash or honor any check, withdrawal or other payment order by you to a person who is not a depositor of the Bank who presents such item(s) in person at one of the Bank's branches.

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

Payments to third parties from a certificate of deposit Account are not permitted.

INSUFFICIENT FUNDS, UNCOLLECTED FUNDS, AND OVERDRAFTS

If you write a check or other order for more than the available balance in your Account, we may either pay it or return it unpaid. We will not be liable to you or any other person if we choose to pay such a check or other item. If we choose to do so and an overdraft is created, you agree to pay us the amount of the overdraft immediately.

You understand that we may honor a withdrawal request(s) that overdraws your account at our sole discretion. However, the fact that we may choose to honor a withdrawal request(s) that overdraws your Account does not obligate us to do so later. As such, you should 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 reserve the right to change our overdraft payment policies and practices on your Account without notice to you.

We may impose an Insufficient Funds, Unavailable Funds, or Overdraft fee for each check or other item that draws on unavailable funds or overdraws your Account, whether we pay or return your check or item unpaid.

If your Account has a sweep account arrangement, a commercial overdraft credit line or Overdraft PrivilegeSM feature (collectively referred to as overdraft protection features), checks or other items (debits) that would overdraw your Account may be honored up to your available balance, limit, or credit line.

The Bank will pay your items using your available funds in the following order:

- Your own funds on deposit;
- Your sweep account funding arrangement;
- Your commercial overdraft credit limit;
- At our discretion, your available/remaining Overdraft Privilege limit.

Please note that the items will be paid against your Account in the order that they are received with priority given to internal electronic items over paper items (e.g., checks), which may differ from the order that you conducted the transactions. This will affect the amount of any fees assessed.

Sweep account arrangements, available commercial overdraft credit line or Overdraft Privilege limits will be utilized to cover overdrafts and associated fees provided the overdraft protection feature individually has a sufficient balance, or credit line or limit available to cover the total of each day's items and any associated service/ insufficient/uncollected/overdraft fee. The Bank will not combine the available balance and credit line limits provided by each individual overdraft protection feature in order to cover an overdraft and/or associated fee.

ACH AND WIRE TRANSFERS

This Agreement is subject to Article 4A of the Uniform Commercial Code as adopted by the State in which your account is domiciled. If you originate a funds transfer for which Fedwire 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 financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, which 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. If we receive a credit to 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.

PERIODIC STATEMENTS

We will send you a statement for your applicable checking, savings, certificate of deposit (only when combined with statements provided for a checking or savings account) Account at the close of each calendar month. Unless you make other arrangements with us, authorize us to provide your statement electronically and/or the feature of your account includes/requires e-statements, your statements will be sent to you by regular U.S mail. We will mail the statement(s) to the most recent address we have on file for you. When we place the statements in the mail or on ProvidentConnect for Business, they will be deemed delivered to you. If we send you statements monthly, the statement will reflect activity in your Account during that statement period, which will vary in length from 28 to 32 days.

Upon your request and/or authorization (or by the nature and design of specific account types), we will combine multiple Account statements into one statement. By doing so, the activity shown on the statement for each Account depicted will be for the same time period.

By instructing us to combine Account activity on one statement, all Account owners and authorized signers acknowledge and consent that in response to a subpoena or other legal process to release information about any one Account on the combined statement, we may release the entire combined statement.

You agree that you will look over your statements, check images and other materials sent with your statement as soon as you get them. You agree to look for alterations, unauthorized transactions, unauthorized signatures, un-authorized electronic payments or debit card transactions, and missing endorsements. If you find any of these situations or find an error on your statement, you agree to notify us within sixty (60) days after we sent you the statement on which the error first appeared. You agree that if you fail to notify us of an unauthorized signature or alteration on an item within 60 days after we make the statement available to you, you will be responsible for the unauthorized transaction and precluded from asserting a claim for it against us.

Whenever a statement is unclaimed or undeliverable because of your failure to provide adequate instructions or to notify us of a change in postal or e-mail address, we may discontinue sending statements and deny ATM or debit card access, until otherwise instructed by you. We will charge you a returned statement fee to cover the additional costs associated with our processing and handling of your statement.

INTEREST COMPUTATION AND BALANCE INFORMATION

Your Interest Rate and Annual Percentage Yield

The interest rate and annual percentage yield are variable on all interest-bearing checking accounts, savings accounts, and money market accounts and may change any time. The interest rate and corresponding annual percentage yield for variable rate accounts are not based on a particular index and are set at the Bank's discretion.

The interest rate and annual percentage yield on certificates of deposit are set at the time the account is opened and are fixed for the term of the certificate of deposit. The annual percentage yield for certificates of deposit assumes that interest will remain on deposit until maturity; a withdrawal will reduce earnings.

For all interest-bearing accounts, the initial interest rate and annual percentage yield are recorded in the account disclosure provided at account opening, as applicable.

The Balance on Which We Calculate Interest and When Deposits Begin to Earn Interest

We use the daily balance method to calculate the interest on all interest-bearing accounts. This method applies a daily periodic rate to the balance in the account each day.

Interest on all deposits to a certificate of deposit account begins to accrue on the business day we receive the deposit. For other interest-bearing accounts, interest on cash deposits begins to accrue on the business day we receive the deposit, and interest on non-cash deposits begins to accrue on the business day or next business day following the day on which you deposit non-cash items (for example, checks).

Interest is paid on daily balances according to the terms disclosed to you at the time you opened your Account.

When Interest is Credited and Compounded

Interest on interest-bearing checking, savings, or money market accounts is compounded daily, credited on the last business day of the statement period, and is available on the first business day of the following statement period. Interest on certificate of deposit accounts is compounded daily and credited monthly and at maturity.

How Interest is Paid

Interest on all interest-bearing accounts is paid by: (1) crediting the accrued interest earned to the account; (2) crediting the accrued interest earned to another account with us; or (3) by distributing the accrued interest earned by check.

Interest is forfeited at closing if account is closed prior to the monthly cycle or interest payment. If the balance in your Account reaches zero, we may deem your Account to have been closed by you.

INTEREST REPORTING

Interest payments will be reported to the IRS under the name and Tax Identification Number of the Account owner/authorized signer designated at Account opening and as set forth on the signature card, application, or other account opening document. It is the responsibility of each Account owner/authorized signer to give the Bank their correct Tax Identification Number. Failure to provide the proper Tax Identification Number may make your Account subject to the assessment of a backup withholding penalty.

CERTIFICATE OF DEPOSIT (CD) ACCOUNTS

Maturity and Interest Pay-Thru Date

A maturity date will be established when you open your CD. Please see your Account disclosure for the maturity date. We will pay interest thru the date of maturity.

Transaction Limits

You may not make additional deposits to your CD, unless specifically permitted under the terms of the CD you purchased. See the account disclosure provided to you when you purchased your CD for the actual terms and conditions of your Account.

Notice of Approaching Maturity Date

You will be notified in writing before the maturity date of your CD.

Action at Maturity

On the maturity date of your CD, unless you instruct us otherwise, your certificate of deposit will automatically renew for the same term and at the current interest rate and annual percentage yield in effect on the maturity date. Should you prefer any other action regarding your CD (e.g., renew for a different term, add/withdraw funds, transfer all or a portion of the principal balance to another type of deposit account, or redeem the CD), you must notify us by visiting one of our branch offices. At your option, you may withdraw your funds from your CD without penalty within ten (10) calendar days after the maturity date. Interest may or may not continue to accrue and be paid during this ten (10) calendar-day period; see the account disclosure provided to you when you purchased your CD for specific information about interest accrual and crediting for matured CD accounts.

Early Withdrawal

You agree not to withdraw funds deposited to your CD Account until the maturity date, and we do not have to allow you to make an early withdrawal. If we allow you to withdraw all or any portion of the principal before the maturity date (partial redemption), an early withdrawal interest penalty will be imposed on the amount withdrawn. Please see the account disclosure provided to you when you purchased your CD for the basis of this penalty.

If the amount of the penalty exceeds the amount of accrued interest, we may deduct the excess penalty amount from the principal balance.

Interest Rate and Annual Percentage Yields

Interest rates and annual percentage yields offered on all new certificate of deposit accounts are set at the Bank's discretion. Current rate information is available at all branch locations, by calling toll-free 800.448.7768 or via the Internet at ProvidentNJ.com. Unless otherwise stated, the rate of interest paid does not vary during the CD term.

ENDORISING ITEMS

If you cash or deposit a check, we are legally entitled to a valid and unqualified endorsement from you, and you give us the irrevocable right to place that endorsement on the check. Also, you agree not to give us any check that you have endorsed "without recourse". If you do, we can also place your unqualified endorsement on the check. We can also enforce against you any rights that an unqualified endorsement gives us. You will be liable for any losses or delays caused by a non-conforming endorsement or material that is on the back of a check when drawn that makes the Bank's endorsement illegible. Endorsement on all items must be contained on the back of the check, within 1½ inches of the trailing edge of the check. You may identify the "trailing edge" of a check by viewing the check from the front, the trailing edge is the left edge of the check.

RESPONSIBILITY FOR ENDORSEMENT

The Bank will not be liable to you because an item you deposit to your Account, or that is cashed by you, is returned after the time set by applicable law due to a delay caused by markings on the back of the item in the space reserved for the depository bank's endorsement. You may be liable to the Bank for any loss or expense, including without limitation reasonable attorney's fees, it incurs due to markings on the back of the item in the space reserved for the depository bank's endorsement.

USE OF FACSIMILE SIGNATURES

If you use a stamp or other device to imprint a facsimile of your signature on a check, withdrawal slip or any other withdrawal form, you are fully responsible for the security over and use of the stamp or device and for payments made by us in reliance upon the presence of the facsimile signature on any item presented for payment regardless of who used the stamp or device. We reserve the right to reject any item containing a facsimile signature.

STALE-DATED CHECKS

The Bank, in its sole discretion, may pay or dishonor any stale-dated check (defined as any check that is dated more than six (6) months in the past) that is presented for payment. If no stop-payment order is in effect when we receive the stale-dated check for payment, we may elect to pay it. Normally, we will make this decision **without** consulting you. If you do not want us to pay a stale-dated check, you must place a stop-payment order on it.

STOP-PAYMENT ORDERS

If you do not want us to pay a check you have written, you can request that we place a stop-payment order on it by notifying us in person, by mail, by telephone, via ProvidentConnect for Business, or by such other methods as we may make available to you. You may send written stop-payment orders to any of our branch offices. We will send you a confirmation notice for all stop-payment orders not made in person to one of our branch office personnel. You may stop payment on a check drawn on your Account only if we have not accepted, certified, made final payment on, or otherwise become accountable for the item, except to the extent otherwise required by law. We must be given reasonable opportunity to act on any stop-payment before it can be considered effective. The effectiveness of any stop-payment order is dependent upon timing between receipt of the stop-payment order and receipt of the check for payment. The Bank will stop payment on a check within a reasonable period of time from receipt of the applicable stop-payment order. A "reasonable period of time" means the check is not presented for payment until the second business day following the business day the stop-payment order is received.

All stop-payment orders are valid for six (6) months from the date the instructions to stop payment were given by you unless we receive instructions from you either correcting or canceling the stop-payment order. Because stop-payment orders are handled by computers, to be effective, we are not obligated to notify you when a stop-payment order expires.

Your stop-payment order must be timely and must accurately describe the check by account number, date of check, payee name, amount, and check number.

There will be a charge for every stop-payment order we receive. We will accept a stop-payment order from any joint owner or authorized signer, regardless of who signed the check. A release of the stop payment order will be made only by the person who initiated the stop payment order. If we fail to honor a proper and timely stop-payment order, we will not be liable for more than your actual loss, which may be less than the full amount of the check.

You may only stop payment on an official check if the item has been lost, stolen or destroyed.

If you stop payment on a check and we incur any damages or expenses because of the stop payment, you agree to indemnify the Bank for those damages or expenses, including reasonable attorney fees. When placing a stop-payment order, you assign to us all rights against the payee or any other holder of the check. In addition, 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 check may be entitled to enforce payment against you despite the stop payment order.

Stop payment order rules for electronic items (e.g., electronic fund transfers and automated clearing house (ACH) items) differ than the rules for checks. See the applicable Stop Payment Order form for rules and procedures regarding stop payment orders for electronic items.

UNPAID ITEMS

If we decide not to pay a check or other item drawn on your Account, we may return the original, an image or a copy of the item or we may send an electronic notice of return and keep the original, an image or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effects as if we had returned the original item.

POSTDATED AND CONDITIONAL CHECKS

You agree not to write postdated checks (i.e., a check that is dated in the future) on your Account. We can assume that all checks presented are payable on demand. We will not be liable to you for paying a postdated check prior to its date.

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "2 signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00". We will not be bound by or obligated to comply with any restrictive legend, condition, notation or memoranda on a check unless we have specifically agreed in writing and in advance to do so. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

FRAUD AND SUSPICIOUS ACTIVITY

It is critical for you to take care of your checks, promptly review your Account statement, and immediately report any suspicious or unauthorized activity to us. You accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or Accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other items that are issued/ authorized and/or presented for payment against your Account. If we are unable to contact you or take other steps to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you.

If at any time we believe that your Account may be or has been subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our sole discretion, freeze the funds in the Account and in other Accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the Account and transactions. If we do freeze your Account funds, we will provide notice to you as soon as possible. We may also, in our sole discretion, terminate your access to ProvidentConnect for Business and Bill Payment Services (collectively referred to as electronic access) without any liability to you. We may not provide notice to you prior to freezing your Account or terminating your electronic access if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account.

When you report that your checkbook or Account information has been lost, stolen, or otherwise obtained by unauthorized person(s), or if you report actual or possible fraudulent activity on your Account(s) or if you otherwise report that your Account has been compromised, we will require that your Account(s) be immediately closed and a replacement Account(s) opened in order to protect you and the Bank from future losses. Should you refuse to do so, the Bank at its sole discretion may:

- Require that you indemnify and hold us harmless should the fraudulent or unauthorized activity continue or other such similar acts occur in the future; or
- We may close your Account(s).

If you provide your Account number in response to a telephone solicitation (e.g., for the purpose of making a transfer to purchase a service or merchandise), payment can be made from your Account even though you did not contact us directly and order the payment.

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, such as our Positive Pay Service or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence contributed to the loss.

You agree to cooperate in all respects as allowed by law with any investigation of or action brought to apprehend and convict the person(s) responsible for any theft (including but not limited to theft perpetrated by any employee and/or business associate(s) and/or your/their family members or other persons known to you, and previously authorized person(s)), unauthorized withdrawals/ transfers or other fraudulent or suspicious acts or attempted acts.

SAFEGUARDING CHECKS, ACCOUNT INFORMATION, AND ACCESS DEVICES

You agree to use care in safeguarding your unsigned checks against theft. Notify us at once if you believe your checks have been lost or stolen. 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).

It is your responsibility to protect the Account number(s) and electronic access devices (e.g., an ATM or debit card, online and mobile banking user name and password, etc.) we provide you or accept for use with your Account(s). Do not discuss, compare, or share information about your Account number(s) with anyone unless you are willing to give them full use of your money. Your Account number can be encoded by thieves on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (e.g., employee, co-worker, or business associate) 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.

If you provide your Account number and/or our routing number to another person or entity either orally, electronically, in writing or by any other means and they use that information to withdraw funds from your Account, we will deem that withdrawal authorized by you. If you authorize someone else to withdraw funds from your Account, by check or otherwise, we will not be liable to you for paying these withdrawals even if the amount of any withdrawal or the number of withdrawals exceeds your authorization.

LOST INSTRUMENTS

If your checks are lost, stolen, or destroyed, you must notify the Bank immediately. If you first notify us orally, you must also promptly notify us in writing. We will place restrictions on withdrawal activity and will require you to comply with other reasonable requirements, including the transfer of the Account balance to a new Account, in order to protect you and the Bank against losses arising out of the misplacement, theft, or destruction of these instruments.

If the instrument or Account is in more than one name, all parties must sign an affidavit regarding the lost instrument (e.g., Lost Instrument Affidavit) before any action to replace the instrument will be taken by the Bank.

CLAIM OR LOSS

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 or 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 attorney's fees incurred by you. You agree that you will not waive any rights you have to recover 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.

ASSIGNMENT AND TRANSFER

The assignment of a checking account is prohibited and will not be recognized. Savings, money market, and CD accounts are not negotiable and are not transferable except on our books. Savings and CD accounts may be assigned as collateral for a loan made by us, but an assignment will not be effective unless it is in a form acceptable to and acknowledged by us. Even if we acknowledge and consent to an assignment or transfer, we may require you to close the Account and that the new Account owner open a new account in their name. We may refuse to acknowledge or accept your attempted pledge, assignment or transfer of an Account or of any interest in an account, including a notice of security interest.

CLOSING AN ACCOUNT

Either you or we may close your Account for any reason. You may close your Account at any time, and we may close your Account without disclosing the specific reason for our actions and without prior notice at any time. We will not be liable for dishonoring any item or other debit drawn on your Account and presented for payment after the Account has been closed. If we close your Account, we may mail you a notice and issue a check for the final balance to you.

If your Account reaches a zero balance, or if you apply for an Account but never deposit funds in it, we may either keep the Account open or close the Account without disclosing the specific reason for our actions and without notice to you. If you close any Account within six (6) months of it being opened, you will be charged an Early Account Closure fee; refer to our Business/Treasury Management Accounts and Service Fees brochures, as applicable, for the amount of this fee.

If your Account is closed, you will still be responsible for fees accrued and debits or overdrafts occurring as a result of transactions authorized and/or conducted by you before the Account was closed. This Agreement continues to govern matters related to your Account even after your Account is closed.

CONVERTING AN ACCOUNT

We may convert your Account to another type of account, revoke privileges or close your Account:

- If you make frequent transactions on a savings account as discussed in the "Preauthorized Transfer Limitations" section of this Agreement;
- If your Account frequently has debits against uncollected funds; or
- When we consider it appropriate or necessary to do so.

If we discontinue your type of Account, we may convert your Account to another type of account. We may also convert your Account to another type of account based on our evaluation of how you use the Account. If we convert your Account, we will send you information about your new Account.

SETOFF AND COLLECTION

If you owe us money and that money is due, we can, on our own behalf and to the extent allowed by law, use the money from any or all of your Accounts or any account in which you are a joint owner or are under common ownership, to pay the debt. If we exercise this right, we will notify you immediately and inform you of the amount we have taken from your Account(s). If we take any legal action to collect what you owe us, such as filing a lawsuit, you will be responsible for our reasonable expenses, including attorney's fees.

SERVICE FEES AND CHARGES

Your Account may be subject to monthly service or maintenance fees, minimum balance fees, as well as miscellaneous fees and other charges. These fees and charges are listed in the Business/Treasury Management Accounts and Service Fees brochures (as applicable), and are subject to change. See the account disclosure and/or Business/Treasury Management Accounts and Service Fees brochures (as applicable) regarding the fees that apply to the specific type of Account you opened. Some fees can be avoided if you maintain sufficient balances or comply with certain transaction requirements or limitations, as described in the Business/Treasury Management Accounts and Service Fee brochure. You agree to pay the applicable fees and charges disclosed from the day your Account is opened. Fees and other charges will be paid from your Account; we will charge them automatically and without any specific notice to you.

We determine the amount of each fee charged based upon many factors, including the direct and indirect costs and expenses to deliver the product or service, the value we offer, deterrence of misuse of an account, profitability and soundness of the Bank.

If the payee of a check or other item drawn on your Account presents the check or other item for payment at the Bank, we may impose a fee upon a non-Provident payee for the service of cashing the check or other item. You agree that the imposition of such a fee shall not be considered to be a wrongful dishonor of the check or other item.

Balance Requirement and Service Charges

Computations for minimum balances and service charges are based on the average daily balance method for the period when calculating requirements concerning checking and savings accounts. The average daily balance is calculated by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

NOTICES

Written notices, orders or instructions given by you to the Bank are effective upon receipt by us. (Note: See the section titled "Stop-Payment Orders" for restrictions regarding this general statement.) Written notices, orders or instructions given by the Bank to you are effective upon being deposited in the mail to your last known address or provided to you electronically only if you have agreed to accept/receive such notices electronically in accordance with the Electronic Signatures in Global and National Commerce (E-SIGN) Act. Notice to any one owner of an account is notice to all owners and/or authorized signers of that account.

When we make a change affecting your rights and obligations, a notice of change will be delivered or otherwise made available to you. In some cases, we may post a notice of change in our branch offices or on our website. Otherwise, we mail the notice to you at the address we currently have on file for your statements or, if you have agreed on this method, provide it to you electronically. We may also provide notice to you as a message on your Account statement or as an insert with your Account statement.

If a notice of change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements previously sent to you were returned to us as being undeliverable, you understand that the notices are available to you through our Customer Contact Center (800.448.7768). You agree to that method of delivery and that changes in the event that any notice, statement, or other communication sent to you is returned to us as being undeliverable, including those sent via electronic mail as previously agreed to by you, we:

- Will destroy such communications along with any accompanying checks or other items;
- Will stop sending communications to you, including statements, until a new postal or e-mail address is provided to us;
- May place withdrawal and/or other transaction restrictions, including temporarily deactivating your ATM/ debit card or online banking and bill payment services, on or connected to your Account(s); and
- Will assess a fee for handling of your returned statements, notices, or other communications and the processing restrictions that we place on your Account(s) as a result of the communication sent to you being returned as undeliverable.

CHANGES OF NAME, POSTAL AND E-MAIL ADDRESSES

You are responsible for notifying us of any name change to the business and/or any authorized signer. Unless we agree otherwise, name changes must be made in writing by the affected Account owner and/or authorized signer and must be supported by a legal document denoting the change and government-issued identification acceptable to us showing the name change, as applicable.

You must promptly notify the Bank in writing of any change of your postal and e-mail addresses. You will be required to provide identification information so that we can verify the authenticity of the change notice. Address change requests received through e-mail or via our website will not be honored.

Informing the Bank of name and/or postal address changes on a check order form is not sufficient.

It is the responsibility of each account owner who has established a ProvidentConnect for Business relationship through which periodic account statements will be delivered to provide Provident Bank with a valid e-mail address. It is also the responsibility of the account owner and/or authorized signer to inform Provident Bank of any e-mail address changes. Failure to provide this information may result in undelivered eStatements, account disclosures and notice(s).

CHANGE IN TERMS NOTIFICATION

We may change this Agreement at any time. If the change will reduce the annual percentage yield on your Account or adversely affect you, we may give you notice before the effective date of change. This notice requirement does not apply to a change in

the interest rate and annual percent- age yield on a variable rate account. You agree to provide us current postal and/or e-mail addresses to which all correspondence will be addressed. When there is any other change to the information disclosed in this Agreement, we will post a notice in our branches or notify you by mail via a separate notice or an advisory message on your Account statement or a statement insert or notify you via electronic mail if you have previously agreed to this delivery method.

CUSTOMER'S WAIVER OF NOTICE

By opening your account and entering into this Agreement, you waive the right to receive any notice of nonpayment, dishonor, or protest regarding any items credited to or charged against your Account.

STANDARD OF CARE

We use automated systems that do not rely on sight review in the processing of checks in order to handle a high volume of these items at a lower cost to you. This process and compliance with expedited funds availability laws preclude us from examining all in clearing checks for proper endorsement, authorization, and/or counterfeit, fraudulent or other suspicious activity. Although we may visually review a sample of checks and other items from time-to-time, reasonable commercial standards do not require us to do so.

We select some checks for review on the basis of certain criteria that change from time-to-time. This means that most checks are processed on the basis of the Magnetic Ink Character Recognition ("MICR") line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified according to the criteria that we may establish in our sole discretion for inspection.

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our sole opinion, it does not bear a signature matching any specimen signature we have on file for your Account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us. You agree that, to the extent that such systems and processing are consistent with general banking practices, their use will constitute ordinary care and we may not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not require detecting forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

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. With these 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 re- view the check or examine the signatures on the item. You agree that, to the extent that our processing of such items is consistent with general banking practices, their use will constitute ordinary care and we may not be liable to you for forgeries or alterations occurring with such transactions.

COMPLIANCE

You agree to comply with applicable laws and regulations. You agree not to use your Account or related services for any illegal transactions or activity, including those prohibited by the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act, and the Unlawful Internet Gambling Enforcement Act.

You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any United States or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any Account or funds in an Account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the United States or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the United States or foreign government entity prior to acceding to any legal process initiated by it.

Your agreement to comply with applicable laws and regulations includes United States economic sanction laws and regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

LIMITS ON LIABILITIES

The Bank shall not be liable for delays, errors or losses occurring as a result of causes beyond its control. The Bank shall not be liable for special, incidental or consequential.

ADVERSE CLAIMS

In the event of a dispute over access to or ownership of your Account, we may choose not to act until we receive a court order, indemnification acceptable to us, or a release acceptable to us and signed by all parties to the dispute. We may deduct from your Account any costs and expenses, including reasonable attorney's fees, which we incur as a result of such a dispute. Any garnishment or levy against your Account is subject to our prior right of setoff (see "Setoff and Collection" section) and security interest.

INDEMNITY

If you ask the Bank to follow instructions that in the judgment of the Bank expose it to potential liability or that are contrary to law or prudent banking practices, the Bank may refuse to follow your instructions or may require ad-equate security, including but not limited to the execution of a Hold Harmless Agreement, to protect it from all losses and expenses incurred in following your instructions.

LEGAL PROCEEDINGS

If your Account becomes involved in legal proceedings, your use of it may be restricted. We will, to the extent required and/or permitted by law, notify you in writing whenever such a restriction (such as an attachment) is placed on your Account.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff (see "Setoff and Collection" section) and any security interest we have in the funds or other property. We may not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you, return checks and other items unpaid and refuse to permit withdrawals from your Account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

The Bank will charge your Account a fee for each legal process. You agree to pay our fees and any expenses incurred (including administrative expenses) in responding to any legal process related to your Account, such as expenses for research and reproducing/copying documents. The fees and expenses may include attorney's fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you.

We may produce documents held at or provide access to property that is located in any of our facilities or any facility operated by a third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with the legal process as provided in this section or by law.

DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in paragraph (10) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

(1) Claims Subject to Arbitration: Except as specified in paragraph (2) below, to the fullest extent permitted by applicable law, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, statute, common law, equity, or any legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims relating to fees you are charged, including but not limited to overdraft or NSF fees;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;

- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to “we” and “us” mean the Bank and its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities’ agents and employees. In this arbitration provision only, references to “you” mean the account owners and their past, present, and future parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities’ agents and employees and any authorized or unauthorized users or beneficiaries of the account. This arbitration provision does not preclude you or us from bringing issues to the attention of federal, state, or local regulatory agencies. Such regulatory agencies can, if the law allows, seek relief against you or us on the other’s behalf. Nor does this arbitration provision preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. In addition, if either you or we did not elect arbitration of a claim asserted in a court of general jurisdiction in the answer or other responsive pleading because of a reasonable belief that applicable law barred enforcement of this arbitration provision, you and we agree that the party against whom the claim is asserted may elect arbitration within a reasonable time following a change in applicable law. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(2) Claims Not Subject to Arbitration: You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note;
- disputes over the scope and enforceability of this arbitration provision or whether a dispute or claim can or must be brought in arbitration;
- disputes over whether paragraph (4) of this arbitration provision has been violated, for purposes of awarding relief that paragraph specifies that a court can award; and
- disputes over whether paragraphs (7)-(8) or (10) of this arbitration provision have been violated.

Excluded claims must be resolved by a court with jurisdiction.

(3) Pre-Arbitration Notice of Disputes and Informal Resolution: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute (“Notice”). The Notice to us should be sent by U.S. mail or professional courier service to: Legal Department, 111 Wood Avenue South, Iselin, New Jersey 08830 (“Notice Address”). The Notice to you will be sent to your address on file with your Account. The Notice must (a) include your name and Account number; (b) describe the nature and basis of the claim or dispute; (c) set forth the specific relief sought; and (d) be personally signed by you if you are the claimant (or by a Bank representative if we are the claimant). If you have retained an attorney, please be advised that we cannot disclose information about your account to your attorney unless you have provided us with signed, written permission to do so. Accordingly, when submitting your Notice, please also provide signed written authorization for us to share your confidential account records with your attorney if necessary in resolving your claim.

Whoever sends the Notice must give the other party 60 calendar days after receipt of a complete Notice to investigate the claim. During that 60-day period, either you or we may request an individualized discussion (by phone or videoconference) regarding informal resolution of the dispute (“Informal Settlement Conference”). You and we shall work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period, but should be within 14 calendar days of the request if feasible). You and our business representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations period will be tolled during the “Informal Resolution Period.” The Informal Resolution Period is the number of days between the date that the complete Notice is received and the later of (i) 60 calendar days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

(4) *Commencing Arbitration:* Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended, unless a court determines that the non-filing party failed to cooperate in good faith in scheduling the Informal Settlement Conference. A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept or administer such arbitrations nor assess or collect arbitration fees in connection with such arbitrations.

(5) *Arbitration Procedure:* The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under the Rule 11(b), the AAA Rules, or other applicable law against all appropriate represented parties and counsel. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Except as provided in paragraph (6) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney’s fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your Account. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or videoconference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with that requirement and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$1,000 in lieu of any smaller award. In determining whether you are entitled to the minimum \$1,000 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys’ fees or costs. Any disputes as to recovery of the \$1,000 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 calendar days of the arbitrator's ruling on the merits.

(6) *Arbitration Fees:* We will pay all AAA filing, case-management, administration, hearing, or arbitrator fees (“AAA Fees”) if we commence an arbitration. If you commence an arbitration of claims valued at \$75,000 or less, we will pay all AAA Fees, so long as you have fully complied with the Notice and Informal Settlement Conference requirements above in paragraph (3). In such cases, we will pay the filing fee directly to the AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to AAA and request that AAA reimburse you. If, however, the arbitrator finds that either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.

(7) *Requirement of Individual Arbitration:* The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint Account owners pertaining to that Account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for

relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

(8) Future Changes to Arbitration Provision: Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

(9) Additional Procedures for Complex Disputes: If the actual damages sought by either you or us in an arbitration exceeds \$750,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorney's fees or costs), then the following additional procedures apply. First, the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply and, unless you and we agree otherwise, the dispute shall be resolved by a three-arbitrator panel, with each party choosing one arbitrator from the AAA's roster and the two party-appointed arbitrators selecting a third, who shall preside over the panel. Second, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 calendar days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires

(10) Right to Reject Arbitration Provision: If you do not wish to arbitrate, you have 30 calendar days to reject this arbitration provision by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, Account number, and a statement that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 calendar days after the opening of your Account. If an arbitration provision has been added for the first time to the agreement for an existing Account, your Rejection Notice must be postmarked on or before the effective date of that amendment. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

(11) Military Lending Act: If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

FORUM SELECTION

Unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in New Jersey shall have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

ACCOUNT AND OTHER RECORDS

We may in our discretion retain records in any form, including paper, film, fiche, digitalized or other electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your Account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

AMENDMENTS

The Bank reserves the right to modify the contract terms in this Agreement and the signature card or other account documents (as applicable) at any time. The Bank may also change the interest rate on variable rate accounts, the (1) service, (2) balance requirement, (3) maintenance, and (4) other fees associated with your Account, as well as branch banking hours from time-to-time. When the Bank posts a notice of the change in the lobby of its branches or when the Bank delivers (i.e., mails or e-mails)

to you a written notice in accordance with applicable laws and regulations, each of the changes will be binding upon you and the Account.

CONTINUING EFFECT

If any of the terms and conditions of this Agreement is determined by a governmental authority or court of law to be ineffective, the rest will continue to be in effect.

BUSINESS DAY

Every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before 3:00 PM ET, or such later time that may be posted in each branch, 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 these cut-off times, on a Saturday, or on a day that we are not open, we will conclude that the deposit was made on the next business day we are open.

BANKING HOURS

The Bank will be open for business during hours that are determined by us. Banking hours are posted at each branch and can be obtained by calling us at 800.448.7768 or via the Internet at provident.bank.

800.448.7768

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