## Victory State Bank to Northfield Bank

# **Commercial Systems Conversion Guide**



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# Welcome to Northfield Bank! We are excited to have you as a customer and are working hard to ensure the systems conversion is as seamless as possible.

Your Victory accounts will convert to the corresponding Northfield account after the close of business on Friday, September 11, 2020. This document contains important information regarding the changes to your product terms and conditions. We encourage you to review this document and retain for future reference. Merger information can also be found at eNorthfield.com/victory.

Once the systems conversion is complete on Monday, September 14, 2020, you will have complete access to Northfield's banking products, services, and 43 branch locations in Staten Island, Brooklyn, and New Jersey. A list of our branch locations can be found at eNorthfield.com/locations.

Northfield Bank was founded in 1887 with the vision of serving the financial needs of the community. We proudly continue this tradition today by staying true to our core values of trust, respect, and excellence.

We look forward to serving you and the community for many years to come!

Steven M. Klein President & CEO Northfield Bank

BETTER TOGETHER

eNorthfield.com/victory

## VICTORY STATE BANK BUSINESS PRODUCT TRANSITION

If you have the following account(s) at: Victory State Bank	You will have the following account(s) at Northfield Bank	Northfield Product Highlights: (please review enclosed disclosures for complete details)
Business Checking Business Interest Checking	Simply Free Business Checking	No minimum balance No monthly service charge 1,000 FREE monthly transaction items Up to \$10,000 currency deposited per month FREE
Interest Checking ORG	Non-Profit Checking	Competitive interest rate Unlimited check writing No minimum balance requirement No monthly maintenance fee
Business Money Market	Business Money Market	Maintain a minimum balance of \$25,000 in the account each day to obtain the disclosed annual percentage yield and avoid a \$20 monthly service charge
IOLA	IOLA/IOLTA Checking	\$0.01 minimum balance to earn interest No minimum balance or monthly service charge

The chart below outlines renewal terms for existing Victory CDs and Jumbo CDs. All Victory accounts will maintain their original maturity date and account term and will be adjusted to current rates at renewal.

Existing Account Term	New Account Term at Renewal
30 Day Jumbo	1 Month Certificate
3 Month CD	3 Month Certificate
90 Day Jumbo CD	3 Month Certificate
6 Month CD	6 Month Certificate
180 Day Jumbo CD	6 Month Certificate
12 Month CD	12 Month Certificate
12 Month Jumbo	12 Month Certificate
18 Month CD	18 Month Certificate
24 Month CD	24 Month Certificate
2 Year Jumbo	24 Month Certificate
30 Month CD	30 Month Certificate
3 Year CD	36 Month Certificate
3 Year Jumbo	36 Month Certificate
4 Year CD	48 Month Certificate
5 Year CD	60 Month Certificate
5 Year Jumbo	60 Month Certificate

The chart below outlines renewal terms for existing Victory IRAs. All Victory accounts will maintain their original maturity date and account term and will be adjusted to current rates at renewal.

Existing Account Term	New Account Term at Renewal
3 Month IRA	3 Month IRA
6 Month IRA	6 Month IRA
12 Month IRA	12 Month IRA
12 Month Jumbo IRA	12 Month IRA
18 Month IRA	18 Month IRA
30 Month IRA	30 Month IRA
5 Year IRA	60 Month IRA

#### NEW YORK SAFE DEPOSIT RENTAL FEES

Effective September 14, 2020

Safe Deposit Box Size	Annual Fee*
2 x 5 Box	\$50.00
3 x 5 Box	\$60.00
4 x 5 Box	\$75.00
5 x 5 Box	\$80.00
2 x 10 Box	\$75.00
3 x 10 Box	\$100.00
5 x 10 Box	\$150.00
7 x 10 Box	\$225.00
10 x 10 Box	\$250.00

#### MULTIPLE SIGNATURES, ELECTRONIC CHECK CONVERSION, AND SIMILAR TRANSACTIONS

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

Page: 2 \* Plus tax

## BETTER BUSINESS BANKING SOLUTIONS



We understand that all businesses face challenges and we are determined to eliminate the hassles that get in the way of what's really important: growing your business. Your success is our success and we want you to have the best possible banking experience. That's why we've worked hard to simplify Business Banking for you.

## **Business Checking Accounts**

Features	Simply Free Business Checking	Business Interest Checking	Charitable NOW
Minimum Opening Deposit	\$0.01	\$0.01	\$100.00
Minimum Balance	\$0.00	\$5,000.00	\$0.00
Ways to Avoid Monthly Fee	N/A	Maintain a \$5,000.00 minimum daily balance	N/A
Monthly Fee	None	\$8.00	None
Pays Interest	No	Yes	Yes
Free Monthly Transactions	1,000	1,000	Unlimited
uChoose Rewards	Yes	Yes	Yes
Free Online Banking & Cash Management	Yes	Yes	Yes
Free Currency Deposited per Month	\$10,000.00	\$10,000.00	Unlimited
Statements	E-Statement or Paper	E-Statement or Paper	E-Statement or Paper

## Commercial Lending

Need money for your business? Borrow it from a neighbor. At Northfield, we're more than just a lender, we're your partner!

With a full line of commercial lending and small business loan options, our commercial lending teams are here to help.

## Online Banking & Cash Management

Northfield's Online Banking & Cash Management tools save your business time and streamline processes. And with Positive Pay, stay in control of your business checking account and protect yourself from unauthorized checks being paid against your account with the ability to review checks as they are posting.

## Credit Card Processing

Through our partnership with On the Mark Payments, we provide a wide range of card-based payment options that allow you to expand operations, achieve greater efficiencies, and save money.

## ONLINE BANKING IMPORTANT INFORMATION

The systems conversion during the weekend of September 11, 2020 will include the transition of the Victory State Bank Online Banking platform to the Northfield Bank Online Banking platform.

Victory Online Banking services will be disabled prior to conversion weekend and you will be able to access your accounts online on September 14, 2020 at eNorthfield.com.

Below is the transition timeline.

Thursday, September 10, 2020 at 4:00pm EST	The ability to conduct transactions with the Victory Online Banking, Bill Payment, and the Victory Mobile App will be disabled.
Friday, September 11, 2020, Saturday, September 12, 2020 and Sunday, September 13, 2020	Victory Online and Mobile Banking will be available in view only mode from Thursday, September 10, 2020 at 4:00pm to Sunday, September 13, 2020 at 5:00pm. The ability to conduct transactions will not be available during this time.
Monday, September 14, 2020	You will be able to access your Online Banking at eNorthfield.com.

#### ACCOUNT ACCESS INFORMATION FOR NORTHFIELD'S ONLINE BANKING

When you log into your Online Banking service on Monday, September 14, 2020 at eNorthfield.com, please use the information below.

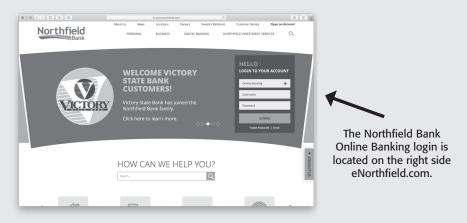
**USER ID:** Use your existing Victory User ID. Note that your existing Victory User ID should be

entered in all lowercase.

**PASSWORD:** Your password will be the last four digits of your social security number when you log in

for the first time. You will be prompted to change your password. When changing your password, the system will prompt for your current password, the answer is the last four digits of

your social security number.





#### **MOBILE BANKING USERS**

- The ability to conduct transactions will be disabled for your Victory
  Mobile App at 4:00pm on Thursday, September 10, 2020. The Mobile
  App will be available to <u>view transactions only</u> from September 10,
  2020 at 4:00pm until 5:00pm on September 13, 2020.
- You may begin using the Northfield Bank Mobile App for iOS and Android devices on Monday, September 14, 2020.
- To enroll for mobile banking, sign in to your Online Banking account on your computer and go to the Profile page. Then download the Northfield Mobile App from the app store.
- Effective September 14, 2020, the Mobile Check Deposit limit will be \$2,500 per check and \$3,500 per day.



- If you use Quicken to download your Victory transactions, please perform a transaction download within Quicken prior to Thursday, September 10, 2020 as Quicken transaction history will not carry over to Northfield.
- To use Quicken with your Northfield Online Banking beginning September 14, 2020 follow the steps within Quicken to set up transaction downloads for your Northfield accounts.

#### **IMPORTANT ITEMS TO NOTE:**

- PRINT YOUR BILL PAYMENT VENDOR INFORMATION/HISTORY BEFORE SEPTEMBER 10: Your existing bill
  payment payees/vendors will be automatically transferred to Northfield, but we recommend you print a copy
  of your vendor information as a backup before Thursday, September 10, 2020 at 4:00pm. Bill payment history
  WILL NOT BE carried over to Northfield.
- **ONLINE TRANSACTION HISTORY**: 24 months of checking and savings transaction history will carry over to Northfield's Online Banking. <u>This history will not be available to view until Tuesday, September 15, 2020.</u>
- **DO NOT SCHEDULE ANY PAYMENTS/TRANSFERS AFTER SEPTEMBER 10:** Payments or transfers scheduled to be paid after Thursday, September 10, 2020 <u>WILL NOT BE PAID.</u> You will need to set up any recurring payments scheduled for after September 10, 2020 within Northfield's Online Banking.
- **PRINT/SAVE YOUR EXISTING E-STATEMENTS BEFORE SEPTEMBER 10:** Your existing e-statements <u>WILL NOT BE</u> carried over to Northfield. Print copies of your existing e-statements before Thursday, September 10, 2020. You will need to re-enroll for e-statements within Northfield's Online Banking on or after September 14, 2020.
- **ACCOUNT ALERTS:** Account alerts, such as low balance alerts, will not carry over to the Northfield system and will need to be set up within the Northfield Online Banking system on or after September 14, 2020.
- **AUTOMATIC E-BILLERS:** Automatic e-bills within bill pay will not carry over to the Northfield system and will need to be set up within the Northfield Online Banking system on or after September 14, 2020.
- Beginning September 14, 2020, if you schedule a bill with Northfield's Online Banking and you do not have the
  funds available, the bill will still be paid. However, this may result in your account going negative and result in a
  non-sufficient funds fee.



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## TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

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

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

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

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

As used in this document the words "we," "our," and "us" mean the financial

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in New Jersey"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

described as applying to a particular state, applies to your account. LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of



credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence

#### WITHDRAWALS -

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

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

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

If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur: Assume for this example you have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of

gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee according to our overdraft fee policy. You will be charged this fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your

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

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

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

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the

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

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

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

### Northfield Bank Business Terms and Conditions

In New Jersey, STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consume electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

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

TRANSFER LIMITATIONS - For savings and money market accounts you may

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

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

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable care and promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. The loss you might bear could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations

by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 14 days from when we first send or make the statement available to you.

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

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

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

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

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the tiems paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

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

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

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

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

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



errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

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

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

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

In New York, SETOFF - You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In New Jersey, SETOFF - We may (without prior notice and when permitted by

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

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

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the

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

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if

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

Our policy is to process electronic items first, in the order they are received on

Our policy is to process electronic items first, in the order they are received on the day they are processed. We process checks/drafts and similar items second, in numerical order (by check number) on the day they are processed.

second, in numerical order (by check number) on the day they are processed. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction

if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

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

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

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

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

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

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account

### Northfield Bank Business Terms and Conditions

from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC)

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the view of pre-recorded or artificial voice messages and an automated dialing device.

pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

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

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

FUNDS TRANSFERS - The terms used in this section have the meaning given to

them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

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

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

Acceptance of your payment order - We are not obligated to accept any

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

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

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

refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

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

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

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

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

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

Provisional credit - You agree to be bound by the automated clearing house

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

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

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

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

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

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

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

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.



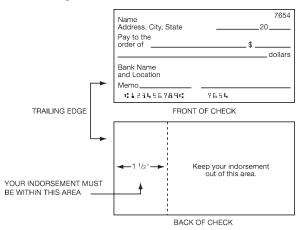
STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described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

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

To ensure that your check or share draft is processed without delay, you must

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

Payment by someone claiming an interest in the account.

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

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

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

requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

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

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

TRANSACTIONS BY MAIL - You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. In New York, if you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards. In New Jersey, as between you and us, if you are negligent is 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).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay 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. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

CLAIM OF 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 of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you

### Northfield Bank **Business Terms and Conditions**

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.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the

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

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

#### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on second business day after the day we receive your deposit, with the first \$200 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and

you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your

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

If you make a deposit at an ATM before 1:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 1:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are

#### Same-Day Availability

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

Cash.

Checks drawn on Northfield Bank.

Electronic direct deposits.

#### **Next-Day Availability**

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

U.S. Treasury checks that are payable to you. If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

State and local government checks that are payable to you.

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

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

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

#### Other Check Deposits Subject to Second-Day Availability

The first \$200 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on

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

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

#### LONGER DELAYS MAY APPLY

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid. You have overdrawn your account repeatedly in the last six months.

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

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

#### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

#### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$200 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Northfield Bank will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

#### **SPECIFIC ACCOUNT DETAILS**

#### SIMPLY FREE BUSINESS CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$.01 to open this account.

#### GOVERNMENT BUSINESS CHECKING ACCOUNT

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

Minimum balance to avoid imposition of fees - A service charge of \$20.00 will be imposed each monthly statement cycle if the average daily balance for the monthly statement cycle falls below \$5,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### GOVERNMENT INTEREST CHECKING ACCOUNT

Rate Information - The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is

credited, you will not receive the accrued interest.

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

Minimum balance to avoid imposition of fees - A service charge of \$20.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle.

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

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

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

#### **ESCROW ACCOUNTING MASTER ACCOUNT**

Minimum balance to open the account - You must deposit \$.01 to open this account.

#### NON-INTEREST ESCROW ACCOUNT

Minimum balance to open the account - You must deposit \$.01 to open this account.



#### BUSINESS INTEREST CHECKING ACCOUNT

Rate Information - The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

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

Minimum balance to open the account - You must deposit \$.01 to open this account

Minimum balance to avoid imposition of fees - A service charge of \$8.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle.

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

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

#### NON-PROFIT NOW ACCOUNT

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

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

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

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

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

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

#### PUBLIC ADMINISTRATOR ACCOUNT

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

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

Compounding and crediting frequency - Interest will not be compounded.

Interest will be credited to your account every month.

Interest will be credited to your account every month.

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

Minimum balance to open the account - You must deposit \$.01 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

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

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

#### IOLA/IOLTA

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

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

Minimum balance to open the account - You must deposit \$.01 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

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

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

#### REPURCHASE AGREEMENT ACCOUNT

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

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

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

**Compounding and crediting frequency** - Interest will not be compounded. Interest will be credited to your account daily.

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

credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$.01 to open this account

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

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

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

#### ESCROW ACCOUNTING ACCOUNT

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

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

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

Effect of closing an account - If you close your account before interest is

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

Minimum balance to open the account - You must deposit \$.01 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

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

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

#### PUBLIC HOUSING ESCROW ACCOUNT

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

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

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

Effect of closing an account - If you close your account before interest is

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

Minimum balance to open the account - You must deposit \$.01 to open this

account.

Minimum balance to obtain the annual percentage yield disclosed - You must

maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

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

to the principal in the account each day.

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

#### BUSINESS MONEY MARKET ACCOUNT

Rate Information - The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is

credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$25,000.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge of \$20.00 will be imposed every statement cycle if the balance in the account falls below

be imposed every statement cycle if the balance in the account rails below \$25,000.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must

maintain a minimum balance of \$25,000.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

Transaction limitations:

Transfers from a Business Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by

## Northfield Bank Business Terms and Conditions

check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

#### **GOVERNMENT MONEY MARKET ACCOUNT**

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

Interest will be credited to your account every month.

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

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

Minimum balance to avoid imposition of fees - A service charge of \$10.00 will be imposed each monthly statement cycle if the average daily balance for the monthly statement cycle falls below \$1,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

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

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

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

#### Transaction limitations:

Transfers from a Government Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

#### HIGH YIELD MONEY MARKET ACCOUNT

Rate Information - The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

percentage yield for these tiers may change.

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

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

Compounding and crediting frequency - Interest will not be compounded. Interest will be credited to your account every month.

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

Minimum balance to open the account - You must deposit \$.01 to open this account.

Minimum balance to avoid imposition of fees - A service charge of \$25.00 will be imposed every month if the average daily balance for the account falls below \$100,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$100,000.00 in the account each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

Transfers from a High Yield Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

#### **COMMON FEATURES**

Account Rates and Fees - Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.





## Northfield Bank Business Debit Card Disclosure



1.Introduction. This document contains the agreement ("Agreement") between you and Northfield Bank (hereinafter referred to as "Bank", "we", or "us") which governs the use of your Northfield Bank Business Debit Card (hereinafter referred to as "Card"). For purposes of this Agreement, the terms "Company", "you", and "your" used herein shall refer to any business entity (such as, for example, a sole proprietorship, partnership, limited liability company, or corporation) that has applied for and been issued a Northfield Bank Business Debit Card pursuant to this Agreement; and such terms shall also include: (i) any and all owners and/or principals of the business entity, (ii) any and all authorized signers on any of the business accounts affected by this Agreement, and (iii) any and all authorized users of any card issued pursuant to this Agreement. Cards will be issued only to those individuals identified on Northfield Bank's Business Debit Card Application (hereinafter referred to as "Application").

2.Issuance of Cards. The Bank will issue Cards in the name of the Company and in the names of the authorized users as designated in the Application with respect to the Company's business checking account. Only one account will be accessed by the Cards pursuant to the Application. A separate personal identification number (PIN) will be issued for each Card issued. The Bank may impose a limit on the number of Cards issued per account. All Cards must be signed by the authorized users, but all Cards remain the property of the Bank and must be surrendered to the Bank upon demand.

3.Business Card Purpose. The Company represents and warrants, on behalf of itself and its authorized users, that the Card will only be used for business purposes. The Card may not be used for family, household, or personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You may use your Card and related PIN to initiate transactions at either: Northfield Bank owned automated teller machines (ATMs), ATMs and point-of-sale (POS) terminals which process your transactions through any of the networks identified on your card, and such other locations or facilities designated herein or as the bank may designate from time to time. Subject to availability at the location you select, you may use your card to:

- ·Deposit funds to your business checking account.
- Withdraw cash from your business checking account.
- ·Obtain balance information on your business checking account.
- Make purchases at any location that accepts VISA®.

4.Limits on Transactions. Use of each individual Card issued pursuant to this Agreement is subject to the following transaction limitations:

- ·The amount of all your debit transactions is limited to the available balance in your account.
- ·You may make up to \$500.00 in ATM cash withdrawals per day, per Card.
- ·You may purchase up to \$3,500.00 per Card, per day at any location that accepts VISA®.
- Your daily limit on the total of all combined purchases and cash withdrawals is \$3,500 per Card per day.
- •There are also certain limitations on the frequency of use of your Card each day. These limitations are imposed and not revealed for security purposes.

5.Fees. Please see the Northfield Bank Schedule of Fees for a list of ATM and Debit Card related fees we may assess. We reserve the right to change our schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to a new assessment or change in assessment. When using an ATM not owned by the Bank, a fee may be charged for a balance inquiry even if you do not complete a transaction.

6.Limitation on the Bank's Liability. We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage to you arising in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control; or (2) any error, failure or delay in processing of any transfer resulting from circumstances beyond our reasonable control, including but not limited to: operational, communications and technical failure. As long as we comply with and fulfill our obligations under this Agreement, you agree to indemnify, defend and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder. We make no warranties, express or implied, in connection with the services described herein, including but not limited to, the warranties of merchantability and fitness for a particular purpose. With respect to any and all purchases made with your Card, you agree to resolve all matters including, but not limited to, damage, loss of merchandise, warranties and failure to render services with the respective merchant. We agree to assist and guide you in the problem resolution, but bear no responsibility for any of your losses. In no event will we be liable for any consequential, incidental, special or indirect losses or damages, including, without limitation, dishonor of checks or other items, or expenses (including counsel and third party fees) which you incur or suffer by reason of the Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us. In addition to the above, please note that Northfield Bank Business Debit Cards are not subject to any of the consumer protections afforded under the Federal Electronic Funds Transfer Act (Regulation E).

## Northfield Bank Business Debit Card Disclosure (cont.)

7.Personal Identification Numbers (PINs) and Security Measures. You shall have sole and exclusive responsibility for providing and safeguarding any PIN issued in conjunction with any Card to the authorized users listed on the Application. Aside from our gross negligence as set forth herein, we shall have no responsibility for transactions processed against your account(s), with the use of any card, card number or PIN, whether or not you deem such transactions to be authorized or unauthorized. The PIN issued in conjunction with your Card is for your security purposes. PINs are confidential and should not be disclosed to third parties or recorded on the card. You agree not to disclose or otherwise make any PIN available to anyone not authorized on the Application.

8.Cancelled, Lost or Stolen Cards. You may cancel a Card at any time for any reason. You agree to notify the Bank of your intention to cancel a Card. If you believe your Card or PIN has been lost or stolen or if you believe that there has been an unauthorized transaction on your account, you must notify the Bank immediately by contacting your local branch, calling 732-499-7200 or by sending a written notice to:

Northfield Bank Attn: Debit Card Services 581 Main Street Suite 810 Woodbridge, NJ 07095

Until you notify us, you will be liable for the full amount of all transactions involving your Card and/or account. You could lose all the money in your account (plus the maximum overdraft line of credit, if applicable). Until the Bank is notified of a cancelled, lost or stolen Card and has reasonable time to respond, which the parties agree shall be no less than one business day, the Company agrees that it will be liable for the full amount of all transactions involving the use of the Card.

9.Statements. You will receive a monthly account statement showing, among other things, all debits made by use of the Cards. If a Terminal Receipt or Monthly Statement shows an unauthorized transaction, or if it shows any other problem or error, you must notify the Bank immediately by contacting your local branch, calling 732-499-7200 or by sending written notice to the address provided in Section 8.

10.General Provisions. Any and all Cards and PINs issued pursuant to this Agreement are the property of Northfield Bank and are not transferable by you to anyone except those whom you specifically authorize to use any such Cards and/or PINs. Should your Card(s) and/or related business account be closed, cancelled or revoked for any reason, you must surrender all affected Card(s) to us upon our request. You understand and agree that you will not be allowed to place a stop payment on a transaction made with your card. We reserve the right at any time and without notice to you to add to, eliminate and/or change any of the services provided to you under this Agreement. This Agreement is subject to the provisions of your business account agreement, including any and all related account applications and other account opening and authorizing documents on file with us. All of the terms of your business account agreement and account opening documents and/or resolutions on file with us are hereby incorporated by reference into this Agreement. In the event, however, that there are inconsistencies between this Agreement and any other account document, the terms of this Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable for any reason, all other terms and conditions will continue in full force and effect. This Agreement supersedes any prior agreement between us relating to these services for your business account(s).

11.Notices. All notices from the Bank will be effective when mailed or delivered to the Company at the last known address on the Bank's records. All notices, requests, and other communications from the Company provided hereunder must be directed to the Bank at the address indicated in Section 8 and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered.

12.Termination. The Bank shall have the right, at its sole discretion, to terminate this Agreement and your privileges hereunder.

## Northfield Bank Fee Schedule



ATM/DEBIT CHECK CARD TRANSACTIONS		ELECTRONIC ACH PAYMENTS	
Currency conversion fees will be assessed when ATM transactions		Returned	\$35.00
take place in a foreign country or a POS is processed by a foreign		Stop Payment	\$30.00
company.		Unauthorized ACH Debit Return	\$7.50
		Same Day ACH (per transaction)	\$0.25
Non-Northfield ATM Withdrawal Fee*	\$1.00		
(Per ATM withdrawal, transfer and inquiry)		ONLINE BANKING	
Replacement of ATM or Debit Card	\$10.00	Photocopy of Check	\$10.00
Expedited Card Request	\$50.00	Stop Payment	\$30.00
*Does not include Network Fee or Foreign Bank Fees			
g		FASTBANKING BY TELEPHONE	
COLLECTIONS		NY Customers dial (718) 448-0394 and follow the prompts	
Coupons (per envelope)	\$6.50	NJ Customers dial (732) 499-8083 and follow the prompts	4
Incoming/Outgoing	\$25.00	Statement faxed (each)	\$2.50
Foreign Checks (minimum \$201.00)	\$35.00		
		LEGAL FEES	
TELLER CHECKS/MONEY ORDERS		Legal Process on Account,	415000
Teller Checks	\$10.00	Restraining Notice, Levies, Garnishment	\$150.00
Money Orders	\$5.00	ACCOUNT DECONOURATION /DECONCEDUCTION	
Stop Payment on Money Order or Teller Check	\$30.00	ACCOUNT RECONCILIATION/RECONSTRUCTION	¢= 00
		Copy of Statement	\$5.00
LOST PASSBOOK		Research (per hour)	\$25.00
Replacement	\$5.00	LOAN FEES	
			¢E 00
WIRE TRANSFER IN		Reproduction of Lost Coupon Book Loan Documents (plus \$0.50 per page)	\$5.00 \$5.00
Fee Wire Transfer	\$15.00	Mortgage Statement (plus \$0.50 per page)	\$5.00 \$5.00
Fee Wire Transfer Foreign	\$20.00	Mortgage Statement (plus \$0.50 per page)	<i>\$</i> 3.00
		SAFE DEPOSIT BOXES	
WIRE TRANSFER OUT	4	New Rental	Varies
Fee Wire Transfer	\$25.00	Late Charge (per month)	\$5.00
Fee Wire Transfer Foreign	\$40.00	Replacement of Lost Key	\$25.00
IDA /VEGGII		Break Open	\$150.00
IRA/KEOGH	#2F 00	Boxes not available in some branches.	•
Outgoing Transfer Fee	\$25.00		
NOTARY PUBLIC		DUPLICATING SERVICES	
Per item	\$2.00	1099 Form	\$5.00
In New Jersey	\$2.00 N/C	Account statement (per month)	\$5.00
iii New Jeisey	N/C		
COUNSEL IMMIGRATION LETTER		MAIL SERVICES	
Per Letter	\$25.00	Returned Mail (per item)	\$10.00
. 6. 2016	<b>\$20.00</b>		
CHECK PROCESSING FEES		SIGNATURE SERVICES*	4
Returned Item Fee: Non-Sufficient Funds (NSF)	\$35.00	Medallion Signature	\$15.00
Paid Item Fee: Overdraft/Uncollected	\$35.00	*Available to depositors of record for six months or more	
Maximum Consumer Daily Non-Sufficient Funds (NSF)			
Returned Item and Overdraft/Uncollected Fees	\$210.00		
An Overdraft item may be created by Check or ACH draft.			
NSF Transfer Fee	\$10.00		
Instant Statement at Teller Window	\$2.00		
Photocopy of Paid Check	\$5.00		
Stop Payment Fee	\$30.00		
Removal of Stop Payment	\$15.00		
Returned Deposited Item	\$15.00		
Check Order Billing	Varies		

Effective 09/01/2020 Member FDIC – Equal Opportunity Lender





581 Main Street, Suite 810 Woodbridge, NJ 07095

(833) 301-NFBK eNorthfield.com/victory

