



**Digital Cash Management
Master Agreement**

CONTACT INFORMATION:

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This Digital Cash Management Master Agreement (“Agreement”) for Digital Cash Management Services is between the business Customer acknowledging its acceptance of the terms and conditions of this Agreement (“Customer”; “you”; “your”), which shall govern your, and each Authorized Customer Administrator and Authorized User (each as defined below) you may authorize from time to time, use of the digital cash management services (each, a “Service” and, collectively, the “Services”) provided to you by Northfield Bank (“Northfield”; “Bank”; “we”; “our”; “us”) at www.enorthfield.com (“Website”) and on the Bank’s mobile banking platform (“Mobile Services”). You further acknowledge and agree that this Agreement may be amended and/or supplemented from time to time by documents we provide to you pertaining to the terms and conditions of the Services or for a specific Service we may make available to you. Please read this Agreement and any other documents carefully. Customer will be deemed to accept this Agreement if Customer accesses or uses any of the Services.

This Agreement sets forth the terms and conditions under which Bank will provide the Services. The Services provided hereunder supplement and are subject to the terms of your Business Account Deposit Agreement and other services agreements, fee schedules and disclosures you have received, which are incorporated by reference and made part hereof, including as each may be amended from time to time (collectively, the “Account Agreement”). The additional definitions and terms and conditions in this Agreement apply to the Services. To the extent there is a conflict between the Account Agreement and this Agreement, the terms of this Agreement will govern the Services.

This Agreement covers your and our rights and responsibilities concerning the Services offered to you by the Bank. The enrollment in and/or termination of the Services may be done selectively and will be subject to approval and/or the application of certain limitations by the Bank in its sole discretion. Customer agrees to complete any other forms or supply any other information requested by Bank from time to time.

This Agreement contains terms and conditions that apply to a variety of Digital Cash Management Services. Services covered by this Agreement currently are as follows:

- i. ACH Origination
- ii. ACH Positive Pay
 - a. ACH Blocks and Filters
- iii. Business Bill Pay
- iv. Check Positive Pay with Payee Recognition
- v. Card Control and Management
- vi. E-Statements
- vii. Mobile Banking with Mobile Deposit
- viii. Northfield Bank Alerts
- ix. Remote Deposit Capture
- x. Wire Transfer
- xi. Zelle for Small Business

The Bank reserves the right to modify, add or remove Services from time to time.

WHEREAS, the Bank makes certain Services, including but not limited to the Services described herein, available to its business deposit customers; and

WHEREAS, Customer desires to obtain one or more of such Services from Bank;

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I: GENERAL TERMS AND CONDITIONS

The following are the General Terms and Conditions which are applicable to the Services offered by the Bank generally. Additional terms and conditions may apply to specific Services.

Digital Cash Management Services. Bank will make available to Customer the Services described herein that will enable Customer to gain access to the balance in both its deposit and loan account(s) held at Bank (each, an "Account" and, collectively, the "Accounts") and other information regarding the Accounts, as well as such additional Services as may be offered by us from time to time. The Bank reserves the right, at its sole discretion, to set maximum dollar limits for each type of transaction that may be conducted through the Services.

1. Authorized Users And Administrator. Customer will use our Customer Cash Management Resolution or other method established by Bank to designate an Authorized Customer Administrator who shall have access to the Services and to further designate other persons as users to access and utilize the Services in the capacity as a user (each an "Authorized User"). Customer understands and agrees (i) the individual designated as Authorized Customer Administrator(s) shall access and use the Services subject to application under the Customer Cash Management Resolution and (ii) the Customer assumes the complete and absolute risk of loss for all acts and omissions by the Authorized Customer Administrator or any Authorized Users. The Bank is entitled to rely, without further inquiry, on any information or direction submitted by the Administrator(s) or Authorized Users.

You agree that each Authorized User has the ability to access an Account using a separate user name and password, and may perform transactions of the type and amount for which such Authorized User has been designated and authorized by Customer or its Authorized Customer Administrator. We are not required to obtain the consent of or to notify any Authorized Users about the actions of other Authorized Users. You further agree that to the extent that any Account(s) requires two or more signatures or approvals for a withdrawal or any other type of transfer or transaction under other circumstances, by permitting access to such Account(s) through the Services, you agree to waive any such multiple signature requirement and permit transfers and transactions through the Services in accordance with the authority of any of your Authorized Users.

2. Security Procedures. Upon enrollment, Customer can access the Services from the Website and/or Mobile Services by using the security procedures as herein described ("Security Procedures"). Bank will provide the Authorized Customer Administrator designated by Customer with credentials to access the Services. The Administrator shall be responsible for providing credentials to each additional Authorized User that may be designated by the Authorized Customer Administrator from time to time, including the permissions and transaction limits applicable to each. Authorized Users must take precautions to safeguard their password and keep it in their possession and to log off all sessions when physically leaving the computer used to access the Service. The Authorized Customer Administrator and Authorized Users must change their individual passwords from time to time for security purposes as prompted by the Bank or more frequently as Customer deems appropriate. All passwords shall meet the minimum requirements required by the Bank and set forth in the Agreement. Authorized Users should sign-off after every Service session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. In addition, if an Authorized User discloses its user name or password to another person or entity, it (i) assumes all risks and losses associated with such disclosure, and (ii) is responsible for any use of such information by such person(s) or entity. If an Authorized User believes that its credentials have been lost or stolen, or that someone may attempt to use them to access the Service without its consent, it must inform the Bank at once.

Certain tools are issued by Bank to the Administrator(s) to distribute to Authorized Users to enable access to the Services ("Security Items"). The confidentiality of any passwords and/or the physical security of each Security Item is the sole responsibility of Customer. Customer acknowledges access to the Services may include, as part of the Security Items, a multi-factor authentication security procedure ("One-Time Passcode"; "OTP" or "Token"). Additionally, in certain instances, the Security Procedures shall require Customer to utilize a soft token application for the One-Time Passcode to allow Customer to access certain Services. A One-Time Passcode is generated to Authorized Users with approval authority for certain types of transactions and is sent to an Authorized User's designated method of receipt, either e-mail, SMS message, push notification or other means as set forth by the Token. The Bank may also change or implement additional tools or methods as part of the Security Procedures from time to time. Any such changes generally will be effective immediately upon notice to Customer. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective.

Customer acknowledges that its Administrator(s) will, and is authorized to, set up Authorized Users and provide Authorized Users with their Security Items. Customer further acknowledges the Administrator may, and is authorized to, change or de-activate Security Items from time to time and at his/her sole discretion. Customer acknowledges the Bank is entitled to rely, and will so rely, on the Administrator(s) to correctly maintain and administer the access rights of all Authorized Users, correctly distribute Security Items and ensure each Authorized User follows all Security Procedures. To use soft tokens, Customer will be required to download and activate a mobile application ("Soft Token App") to a device. Customer is responsible for keeping secure any device on which the Soft Token App is installed. Customer must notify Bank immediately if it believes that its device, Soft Token App or any other Security Item or means of access to Tokens has been stolen, compromised, or accessed by any unauthorized person. Customer acknowledges and agrees that Security Items and/or the Soft Token App may be provided by a third party. Bank does

not represent or warrant that the Soft Token App or other Security Devices will be accessible at all times, or function with any electronic equipment, software, infrastructure or other digital banking services that the Bank offers from time to time. Customer acknowledges that the Bank may still require the Customer to authenticate a transaction by the User ID, password and/or another form of authentication even though the Customer has authenticated the same by the Token.

In addition, Customer may, from time to time, change or delete the Administrator by completing and submitting the appropriate documentation or by otherwise notifying the Bank in writing. Customer acknowledges and agrees that any addition, change or deletion is not effective until received and processed by the Bank. Customer also agrees Bank may refuse to comply with requests from any individual on behalf of Customer until Bank receives documentation reasonably satisfactory to it confirming the individual's identity and authority.

When an Authorized User leaves Customer's employ, their Security Items must be deleted/canceled by Customer and, if a Token device had been issued to such Authorized User, Bank must be promptly notified so that Bank may deactivate such departing Authorized User's Token. In the event of any change or revocation in authority of an Authorized User, the Administrator shall be solely responsible for modifying an Authorized User's access rights or deleting such individual as an Authorized User. If the Administrator requires a Token for any additional Authorized User, the Administrator(s) must request the Token from the Bank in writing to distribute to an Authorized User.

Customer further agrees to adopt and implement commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner, including but not limited to the distribution, handling and storage of Security Items, to prevent Data Incidents. A "Data Incident" means any loss, theft or unauthorized access to data or information by Customer. Customer also agrees that it will promptly investigate any suspected Data Incidents and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Incidents when known or reasonably suspected and will take all reasonable measures to determine its scope and the data and/or transactions affected, and immediately provide all such information to Bank as set forth herein. The Security Items identify and authenticate Customer to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the use of Customer's password and/or Security Items to identify Customer when Customer accesses or uses any of the Services. Customer acknowledges and agrees the Bank is authorized to act on any and all communications or instructions received using Customer's password and/or the Security Items, regardless of whether the communications or instructions are authorized by Customer. Bank owns the Security Items, and Customer may not transfer them to any other person or entity without Bank's prior written consent, which consent may be withheld in Bank's sole and exclusive discretion.

Customer acknowledges and agrees the Security Items and other Security Procedures applicable to Customer's use of the Services as set forth herein are a commercially reasonable method for the purpose of verifying whether any use of the Services was initiated by Customer. Customer also agrees any election Customer may make to change or waive any Security Procedures recommended by Bank is at Customer's sole risk and any loss resulting in whole or in part from such change or waiver will be Customer's sole responsibility. Customer further acknowledges and agrees the Security Items are not intended to detect any errors relating to or arising out of any use of the Services. Bank may, from time to time, modify or enhance the Security Procedures and you agree that any such changes will be effective immediately upon notice to you. You will be deemed to accept any such changes or enhancements and acknowledge that they are commercially reasonable by accessing and/or using any of the Services after the date on which the modified Security Procedures becomes effective.

If any Authorized User of Customer has reason to believe any Security Items have been lost, stolen or used (or may be used) without permission, Authorized User shall immediately contact its Administrator and Bank. In no event will Bank be liable for any unauthorized transaction(s) that occurs using any Security Items in accordance with the Security Procedures.

3. Actions On Instructions. Customer understands and agrees that the Bank (and other banks) rely on account numbers and routing numbers to identify different banks or financial institutions (and not the names of the accounts or the financial institutions) when executing Instructions, including wire transfers, Payment Orders, ACH entries, draw down requests or other instructions. In acting on such Instructions, the Bank shall be entitled to rely solely on the information, instructions, representations and warranties provided by Customer, notwithstanding whether the Bank opts to verify such Instructions by alternate means (e.g., telephone call-back), and shall not be responsible for the accuracy or completeness thereof. Bank is under no duty to independently determine whether the name and identifying bank account number in any Instruction are consistent with the name or other information contained in such Instruction. Bank shall have no duty to inquire as the propriety of any Instruction initiated by the Customer even if it will result in payment to any officer, employee or agent of Customer, an Administrator or an Authorized User, or is otherwise tendered in payment of any such individual's obligations. In acting on such Instructions, Customer is obligated to pay the amount specified in such Instructions and agrees to compensate Bank for any loss or expenses (including attorneys' fees and related costs) incurred by Bank as a result of such reliance on executing Customer's Instructions.

Cancellation or Amendment. If Customer asks Bank to amend or cancel any Instruction and Customer's request complies with the Bank's procedures, Bank will use reasonable efforts and have a reasonable period of time to act upon such Instruction and comply with Customer's request. Bank will not be liable to Customer, however, if Bank fails for any reason to amend or cancel the Instruction.

No Action on Instruction. Bank will not be obligated to act upon any Instruction: (a) that is not in accordance with Bank's current Instructions as they relate to such request; (b) for which Bank is not able to obtain necessary authentication; (c) that will result in a charge to any of Customer's Accounts with Bank exceeding the available funds in such Account or any pre-established credit/deposit limit; (d) that will exceed any credit or other limit established for Customer by the Bank from time to time; (e) that is incomplete or ambiguous; (f) on which, in Bank's sole judgment, Bank is unable to act because of legal process, applicable law or regulation, or other government guidelines (including, without limitation, if acting upon such Instruction will result in Bank exceeding any limitation or not being in compliance with any present or future guidelines established by the Federal Deposit Insurance Corporation or other regulatory body, or any rule or regulation of any other applicable governmental regulatory authority); (g) if, in Bank's sole judgment, Customer's financial condition is impaired or Bank suspects fraud or improper or unlawful activity in connection with any Service; or (h) if doing so will, in Bank's sole judgment, expose Bank to potential liability under any applicable law or regulation.

If Bank rejects or does not act upon an Instruction, Bank will use reasonable efforts to so notify the Customer within a reasonable time by telephone, facsimile, electronic transmission or overnight mail. Bank will have no liability to Customer (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice or the requested transaction.

Customer is responsible for verifying Bank has received each Instruction. Bank will have no liability in connection with an Instruction Customer attempts to issue to Bank that is not actually and timely received by Bank.

Instructions Received After Cut-Off Time. Bank may establish Cut-Off times for transactions. Instructions received after a Cut-Off time are deemed presented to the Bank on the next Business Day. For purposes of this Agreement, "Business Day" shall mean every Monday through Friday, excluding Federal Reserve holidays. The following holidays are observed by the Federal Reserve System:

| | | |
|------------------|--------------------------------------|-----------------------|
| New Year's Day | Birthday of Martin Luther King, Jr. | Washington's Birthday |
| Memorial Day | Juneteenth National Independence Day | Independence Day |
| Labor Day | Columbus Day | Veterans Day |
| Thanksgiving Day | Christmas Day | |

Bank may, in its discretion, accept and attempt to process Instructions after the Cut-Off time, but Bank will have no obligation to do so and will have no liability for deeming the Instructions received on the next Business Day.

Changes. From time-to-time Customer may change information the Customer has provided to the Bank. Bank may rely on the information previously supplied by Customer until the Bank receives written notice of any change via such means and in such form as prescribed by Bank and signed by an Authorized User of Customer and Bank has a reasonable opportunity to act on such written notice. All such changes will be subject to the Agreement.

4. Alert Notification. The Services allow Customer to voluntarily choose alert messages regarding Customer's Accounts including but not limited to alerts regarding balance information and payment transactions and, other features. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms hereof. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

By using a Service that includes the issuance of an e-mail message or SMS text notice to an Authorized User, you represent and warrant to Bank that you are the owner of (or have been granted legal authority by the owner) the e-mail address and/or the mobile phone number you provide to receive and issue and required communications with Bank as described in this Agreement and any additional terms and conditions that may apply to a Service. You hereby give consent to receive e-mails and/or SMS text messages from us or our agents with respect to the applicable Service.

FURTHER, YOU HEREBY AGREE THAT THE BANK AND/OR ANY OF OUR AGENTS OR THIRD-PARTY SERVICE PROVIDERS MAY USE AUTOMATIC TELEPHONE DIALING SYSTEMS IN CONNECTION WITH SENDING SMS TEXT MESSAGES TO ANY MOBILE PHONE NUMBER YOU PROVIDE TO US.

Electronic alerts will be sent via method(s) the user has selected: email, SMS text and/or phone. If Customer's email address changes, Customer is responsible for informing Bank of the change. Customer understands and agrees that Customer's alerts may be delayed or prevented due to a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with a mobile phone or similar mobile devices.

5. Mobile Access. Customer acknowledges and agrees that its Administrator and Authorized User(s) will be able to access certain of the Services through a mobile device, such as a smart phone or tablet computer, using a wireless web browser. Mobile access is subject to the same authorization and Security Items required for access to the Website by Customer, the Administrator and Authorized Users. There may be separate and/or supplemental terms and conditions applicable to initiating access through a mobile device.

6. Interruptions; Customer Equipment; Termination of Services. We may need to perform maintenance to update and/or improve our equipment or systems periodically, which may result in service interruptions. We will attempt to notify you prior to such interruptions where possible, but cannot guarantee that such notice will be provided. During the times when the Services are interrupted, you may obtain information about your Accounts by calling us at (833) 301-NFBK (6325) or visiting any branch location.

The Bank will have no liability to you for any damages or other loss, direct or consequential, which you may suffer or incur by the installation and use of your computer equipment and software. We make no warranty to you regarding your computer or software for failure or malfunction. Any links you choose to use from our site are at your discretion. If you choose to download any information from these sites, you agree to indemnify and hold harmless the Bank regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Service. We reserve the right to terminate your use of the Services at any time if we suspect that You have violated any of these terms or conditions or are otherwise using the Service in a fraudulent or other illegal manner.

7. Linking Accounts. To utilize the Services, you must have at least one eligible Account enrolled in the Services. If you enroll more than one Account for online access, you will have access to each of them through the Service and such accounts will be linked, provided that the Accounts have a common tax identification number (TIN) of an owner on our records. Any Account that is not eligible to be linked by reason of a common TIN will not be accessible through the Service, except with the express written permission of the Bank.

Subject to the written approval of Bank, which may be withheld at our sole discretion, you may be permitted to link Accounts that do not have a common TIN if the accounts are held by related entities. A "related account" is a business Account at the Bank held by a related entity. A "related entity" is a commercial enterprise: (a) that is controlled by or under common control with you; and (b) whose authorized signer(s) has agreed to permit the linking of its Accounts with your Accounts. Bank will only permit linking where it is satisfied that all affected Customers have duly authorized us to implement account linking of each Customer's designated Accounts. An authorized signer of your Account and an authorized signer of each related entity, which may be the same person, must designate the Accounts and related Accounts for which linking is being authorized hereunder.

By linking your Accounts with related accounts as described herein, you and each related entity acknowledges, understands and agrees that it is giving the Bank its express written instruction to provide online access to the Authorized User of the related party, which includes access to any and all information about your Accounts that is available through the Services. Online access to a linked Account, whether by you to a related account or by an owner of a related account to your Accounts, shall be subject to the same terms and conditions of this Agreement, including any conditions and/or limitations on the frequency or dollar amount of transactions during a prescribed time period (e.g., daily or monthly payment limit) as may be imposed on the applicable Authorized User, Account or related account. In addition, you and each related party acknowledge and agree that each linked Authorized User will use the Security Procedures applicable to the Account to which online access is granted and that such Security Procedures are commercially reasonable, as more fully explained herein. Accounts may also include, at the Bank's sole discretion, those intended primarily for personal, family or household purposes.

8. Fees; Account Analysis; Taxes. The use of the Services is subject to all fees and charges previously disclosed to Customer in the Account Agreement. Any and all fees will be included in one or more fee schedules issued by Bank for the Account.

Customer agrees to pay all fees and charges that Bank may, from time to time, impose for the Services and/or Accounts, and for any additional Services as chosen by Customer, its Administrators, or Authorized Users. Bank is authorized to collect all such fees, as well as any charges and fees by any party in connection with a Service by debiting the Account(s) of Customer, even if such deduction causes an overdraft in the Account(s). If the available funds in an Account are not sufficient to cover any such fees and charges, Bank may charge such fees to any other Account of Customer as determined by Bank. Bank is authorized to collect such fees, as well as any charges and fees by any party in connection with a Service as applied against earnings credits through "Account Analysis", which is demonstrated by a periodic statement outlining the banking services provided by the Bank with applicable itemized Service fees and resulting charges or credits to your account. Settlement is applied to a designated Customer account on a monthly basis. Customer also agrees to pay all applicable sales, use or other taxes, tariffs and assessments that may be applicable to the Services provided by Bank hereunder whether levied or imposed by any government agency or otherwise.

9. Disclaimer Of Warranties. You acknowledge and agree that from time to time your use of the Service may be delayed, interrupted, or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim resulting from or related to the Service due to such delay, interruption, disruption or similar failure. We have no obligation to correct any bugs, defects or errors in the Service to otherwise support, maintain, improve, modify, upgrade, update or enhance the Service. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, BANK DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. BANK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. BANK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10. Limitation Of Liability

IN NO EVENT WILL BANK OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

IN THE EVENT THE FOREGOING EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY IN ANY JURISDICTION, ANY LIABILITY OF BANK OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS IN SUCH JURISDICTIONS SHALL BE LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

11. Indemnification. You acknowledge and agree that Customer is responsible for its conduct, including the conduct of its Administrators and Authorized Users, while using the Services and, except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Bank and its owners, directors, officers, employees and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees resulting from or arising out of your use, misuse, errors, or inability to use the Services, or any violation of this Agreement.

12. Notices. Any notice required hereunder shall be given by (i) personal delivery, (ii) first class U.S. mail, (iii) nationally recognized express carrier, (iv) an electronic mail address, or (v) by any other means agreed upon by the parties in writing. Notice to Customer shall be at the most recent mailing address or electronic mail address shown for Customer in Bank's records. Notices to Bank shall be given at by telephone at (833) 301- NFBK (6325), or by e-mail at customerservice@enorthfield.com. They can also be mailed or delivered to:

Northfield Bank
581 Main Street - Suite 810
Woodbridge, New Jersey 07095
Attn: Digital Banking Department

13. Account Information. Bank will make information about Account transactions and balance available to Customer to control and manage Accounts through the Website

- **Previous Day Reporting.** This may include information generated from multiple Services used by the Customer and may include images of deposit tickets, deposit items, paid checks, return deposit items and stop payment information. Such information may be subject to adjustment upon final posting. The length of time periods for which transaction history and check images may be viewed may vary and depend upon various factors including account opening and Service implementations.
- **Current Day Reporting.** Information reported on a current day basis is subject to updating and therefore, at any point in time, may not reflect the information on our records at such time and may be subject to adjustment upon final posting. In addition, a balance in an Account may differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. You agree we have the right to cancel transactions if sufficient funds are not available in your applicable Account.

14. Internal Transfers. Customer may initiate real-time, scheduled and recurring Internal Transfers between and among its linked Accounts. Bank may assume all Internal Transfers are properly authorized and will have no obligation to verify, by telephone or by any other means, any such transfers. By initiating any Internal Transfer of funds from an Account, Customer represents and warrants to Bank the balance of collected and available funds in the Account is equal to or greater than the amount of the transfer. Bank may in its sole discretion, but will not be obligated to, complete any transaction in connection with the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. Bank has no obligation to verify the availability of collected funds in the Account at the time of the transfer request. If an overdraft is created as a result of a transfer request, Customer will reimburse Bank for the amount of the overdraft immediately upon request and pay Bank charges imposed as a result of the overdraft. To secure any overdraft, Customer grants to Bank a security interest in all of Customer's assets in the possession of, or held for the account of, Bank. Such security interest will attach immediately upon the creation of any such overdraft. Customer agrees that Bank is under no obligation to create an overdraft on any transaction for any purpose. If any of Customer's Accounts become overdrawn, underfunded or for any reason contain a negative balance, Bank will have the right of set off against all of Customer's Accounts and other property maintained by Customer at Bank, and Bank will have the right to enforce its interests in any collateral held by it to secure any debts of Customer to Bank.

15. Stop Payment Services. Customer agrees that a stop payment request with respect to any transaction must be received by Bank within time required by the terms and conditions of the applicable Service and, in any event, Bank will use reasonable efforts and have a reasonable period of time to act upon such a request. With respect to the Services, Customer may make the stop payment request online where a Service possesses such feature. Under no circumstances shall Bank or any of its agents be responsible for any losses resulting from any delay in Bank's receipt of stop payment request transmitted through the Service. Acceptance by Bank of a stop payment request is not a representation by Bank that such check has not been paid and Bank shall under no circumstance be liable for a transaction whereby the stop payment is placed on an item already in presentment.

IF ANY REQUIRED NUMBER OR AMOUNT IS INCORRECT, OR IF THE REQUEST IS MISSING OR CONTAINS INFORMATION REQUIRED THAT IS INACCURATE, PAYMENT WILL NOT BE STOPPED AND BANK WILL NOT BE RESPONSIBLE FOR THE PAYMENT. All other information provided must be accurate. Stop payments using the Services are generally effective for one hundred eighty (180) days. Except as otherwise provided by applicable law or rule, Customer shall not have the right to cancel a stop payment request or recall any payment or transfer made hereunder after it has been transmitted to Bank.

16. Compliance with Laws. Customer will comply with all applicable Laws and operating rules, as well as any amendments thereto, without limitation, those with respect to privacy, data protection, portability, or accountability, applicable to it or its personnel with respect to the Service, and the performance of its obligations under this Agreement.

17. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- i. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- ii. Payments that violate any law, statute, ordinance or regulation; and
- iii. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass

- or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- iv. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
 - v. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services.

18. Confidentiality; Customer Information

Confidentiality. The Customer recognizes that portions of the Services are owned and/or provided by Bank and/or its third-party service providers and Customer agrees to comply with such procedures and requirements as may be established from time to time by Bank or such third-party service providers. The Customer agrees not to disclose any information regarding the Services to any third party unless such third party is authorized to use the Services or unless the information is generally made available by the owner of the Services to parties that are not authorized to use the Services. The Customer further agrees to comply with such Security Procedures as may be established from time to time by the Bank or by the applicable third-party service provider, to maintain the confidentiality of all Security Items the third-party service provider adopts or that are assigned to Customer by the third-party service providers or by the Bank, and to take such other measures as may be appropriate to prevent unauthorized access to the Services.

Customer Information. Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification. Additionally, Bank may require Customer to provide, without limitation, official certificates of Customer existence, copies of Customer formation agreements, business resolutions or equivalent documents, and proof of the name, address, date of birth and other required information about each owner, Authorized Representative, Authorized Customer Administrator, and Authorized User in a form acceptable to Bank, authorizing Customer to enter into this Agreement and receive the Services and allow Bank to identify such individuals and verify the information provided with respect to such individuals prior to the Bank's delivery of the Security Items with respect to such individuals. The Bank shall not be obligated to provide any Services to Customer or any individual until it receives such information relating to Customer and such individuals that is satisfactory to Bank.

In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer and the authenticity of any signatures purporting to be of Customer. Customer agrees to promptly notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time to continue to provide the Services to Customer.

19. Internet. The Customer acknowledges that use of the Internet, or any other electronic means of communication, exposes communications to or from the Bank to access by unauthorized third parties. The Bank is not responsible for any losses incurred by the Customer as a result of unauthorized third parties, faulty hardware, software, web browser, Internet service provider or telecommunications configuration used by the Customer in connection with the Services, including, without limitation, interruption of electric power or telecommunications services or any deficiency in the quality of transmission or to access the Services. The Bank is not responsible for any losses incurred by the Customer as a result of the transmission of a computer virus by or through the Services.

Bank disclaims any and all liability arising out of, resulting from or related to such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Bank's ability or inability to connect to the Internet. Bank assumes no responsibility or liability whatsoever with respect to interruptions or inoperability of Bank systems or websites, from the loss of interaction or interconnection of the Bank's websites or Bank systems with any of the Bank's third-party partners, suppliers and vendors or for the unauthorized access to, theft, alteration, loss or destruction of any of the Bank's third-party partners, suppliers and vendors systems or networks.

The Customer understands the equipment and software security levels and the use of the Security Items and Security Procedures the Bank requires are intended to minimize, but cannot guarantee, the elimination of the risk of access by unauthorized third parties. The Customer's failure to (i) maintain the Bank's required security levels, (ii) use the Bank's required Security Items, (iii) follow Bank's required Security Procedures, (iv) use available security products, services or software, including but not limited to security or other software recommended by the Bank or (v) follow Bank procedures following a suspected or known fraud shall relieve the Bank of any liability to the Customer for unauthorized transactions initiated by reason of the Customer's failure and Customer shall be liable to Bank for any and all costs associated with any such transactions.

The Bank employs standard SSL encryption technology designed to keep the Customer's private banking information and transaction Instructions reasonably safe. Although the Bank's technology is designed to safeguard any information the Customer views or sends through the Bank's encrypted website, certain types of malicious software code ("Malware") may be present on the Customer's computer that compromises the confidentiality of the Customer's information, User ID, access number information, or other personal data. There are some types of Malwares which log keystrokes as they are typed in, including User IDs and access numbers in any online application that the Customer may use, and then make them available to others. To help keep the Customer's banking information safe from such threats, the Bank strongly advises the Customer to maintain current anti-virus software as well as firewalls, spyware and adware removal tools on every server, personal computer, and laptop that accesses the Bank's Services.

20. Termination. Customer may terminate this Agreement or any Service at any time upon thirty (30) days prior written notice to Bank. Bank may terminate or suspend this Agreement or any Service and Customer's use of any Service immediately at any time without notice, except as may be required by law, without cause or for any reason, including by way of example only and not limitation, if: (a) the Customer breaches the term of this Agreement or any other agreement with Bank; (b) Bank has a good faith reason to believe that Customer has breached applicable law or an unauthorized or illegal transaction has taken or may take place involving any of the Customer's Accounts or the Services; (c) the Customer becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding, or in the good faith opinion of Bank, Customer's financial condition has become impaired; (d) the Bank is uncertain as to any person's authority to give Bank instructions regarding the Account or the Services; (e) the Account is closed or terminated for any reason or is overdrawn; or (f) the Bank believes that the Customer is no longer operating its business in good standing.

Notwithstanding such termination or suspension, Customer remains responsible for all unpaid fees. Termination of this Agreement will not affect a closure of any Accounts. Upon any termination of this Agreement, Customer shall: (i) immediately cease using the Service, (ii) promptly remit all unpaid monies due under this Agreement, (iii) immediately uninstall and return to Bank, and permit Bank to verify such, or permit Bank to uninstall any Bank supplied software within five calendar days, return any hardware, if applicable, to Bank in accordance with any separate agreement with Bank, and certify as to the destruction of any electronic copies. Upon termination all rights and obligations of the parties shall terminate except those that arise with respect to transactions which occurred prior to termination. If Customer or Bank terminates or suspends the any Service, any payment(s) that have begun processing before the effective date of termination or suspension will be processed by Bank pursuant to the terms of this Agreement and Customer shall remain responsible and liable for such Service. Upon any termination, those provisions which by their nature would continue beyond termination and provisions relating to the enforcement of any of the surviving provisions and any remedies available under this Agreement shall survive termination, whether or not specifically noted as surviving in this Agreement.

21. Communications. Customer and Bank agree all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means. Customer understands and agrees, and Customer shall advise each Authorized Representative, Authorized User and Authorized Customer Administrator(s) that Bank may, at Bank's option, record telephone conversations regarding Instructions received from an Authorized User, Authorized Representative or Authorized Customer Administrator(s).

If Customer chooses to use unencrypted electronic mail to initiate payment requests or other Instructions or otherwise communicate with Bank, Customer's use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. Customer further agrees to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that Bank will rely on such mail, which appears to be from Customer but is unauthorized, and that such reliance will result in a loss. In addition, Customer agrees Bank may rely on the integrity of facsimile transmissions Customer sends Bank and Customer agrees to bear the risk that the information Bank receives differs from that sent to us, and that such reliance will result in a loss.

Customer will be able to use certain features of the Services to communicate directly with Bank. If Customer attempts to communicate with Bank by such features or by electronic mail, Bank may not read Customer's communication or email immediately. Customer should not rely solely on such features or email if Customer needs to communicate with Bank promptly.

If the email Customer sends to Bank is not sent by secure means, the information contained in it may be read by unauthorized persons. Bank is not responsible for the acts of unauthorized persons, whether related to such emails or otherwise.

22. Headings; Interpretation. The headings in this Agreement are for reference and convenience purposes only and shall not be deemed a part of this Agreement. Headings shall not be used for construction, limiting the applicability or interpretation of any provisions hereof or for determining or construing the intent or context of this Agreement or any of the provisions hereof. Should a provision of this Agreement require judicial interpretation, the parties agree the court construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

23. Survival. Any obligations, duties, or terms that by their nature are intended to survive the expiration or termination of this Agreement, whether expressly so stated or not, shall survive the expiration or termination of this Agreement and remain in full force and effect.

24. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original. When taken together, the counterparts shall constitute one agreement and any of the parties may execute this Agreement by signing any such counterpart.

25. Severability. In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein. In the event any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

26. Assignment; Relationship. No right or interest conferred in this Agreement shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that Bank may assign this Agreement and/or any Services or any part of it to its parent corporation, any existing or future direct or indirect subsidiaries or any of Bank's affiliates, or to a successor of Bank by merger or acquisition upon written notice to Customer. The Bank also may assign or delegate certain of its rights or responsibilities under this Agreement to independent contractors or other third parties. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement. Any attempted assignment in violation of this section shall be void and of no effect.

27. Waiver. No delay or failure on the part of Bank by a party in exercising any of its rights under this Agreement shall constitute a waiver of such rights or any other rights, and no exercise of any remedy hereunder by Bank a party shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party. Except as may be otherwise agreed by the parties, a party shall not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by that party.

28. Force Majeure. Notwithstanding any other provision of this Agreement, Bank shall not be liable for any failure to perform, inability to perform, or delay in performance of its obligations under this Agreement if such failure, inability or delay is due to (i) Internet network failures or Internet capacity limitations, (ii) compliance with regulations, orders or Instructions of any foreign, federal, state or municipal government or any department or agent thereof or the order of any court of competent jurisdiction that delay or restrict performance hereunder, or (iii) acts of God or the public enemy, third parties, war, epidemic, civil commotion, governmental action, fire, explosion, strikes or work stoppages of the U.S. Postal Service or commercial carrier(s), terrorism, riot or other disturbances, equipment malfunction, electric power disruption or shortage, telecommunications failure or computer failures, acts, omissions or errors of any carrier and/or agent operating between Customer and Bank or Bank and any Federal Reserve Bank or other agency used to exercise transfers or any recipients of transferred funds, any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees, or without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's reasonable control or other conditions or circumstances not wholly controlled by Bank that would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

29. Entire Agreement. The provisions of the Account Agreement and Other Agreements are incorporated herein by reference and made a part of this Agreement. In the event of any inconsistency or conflict between or among the Other Agreements, User Documentation or this Agreement, the provisions of this Agreement shall control to the extent necessary. In the event of conflict between the terms of this Agreement and any Service Description, the Service Description and/or associated Implementation Form(s) will control to the extent necessary. This Agreement contains the entire understanding of the parties and supersedes any previous discussions, proposals or agreements, oral or written, if any, between the parties with respect to the subject matter of

this Agreement. There are no other warranties, understandings, agreements or representations, express or implied, not specified in this Agreement.

30. Amendment. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing and executed by the parties hereto or, in the case of an Implementation Form(s), either executed or acknowledged on the Bank's Website. Notwithstanding the foregoing, Bank reserves the right to add to, delete, or amend this Agreement or any portion of it at any time and by its use of any new or updated Services offered by the Bank under this Agreement, Customer agrees to be bound by the then current Agreement relating to those Services.

31. Authority and Legality. Customer is authorized to enter into and perform its obligations under, this Agreement. Customer acknowledges the person signing and/or acknowledging this Agreement is duly authorized to bind Customer for all relevant purposes and enter into and execute this Agreement on Customer's behalf. Customer further agrees individuals acting or appearing to act on behalf of Customer but who are not Authorized Representatives may nevertheless bind Customer if it reasonably appears to Bank such individuals have such apparent or actual authority.

Customer represents and warrants (i) the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereunder will not (A) constitute or result in a breach of its certificate or articles of incorporation, bylaws, partnership agreement, operating agreement or other organizational document, as applicable, or the provisions of any material contract to which it is a party or by which it is bound or (B) result in the violation of any law, regulation, judgment, decree or governmental order applicable to it and (ii) all approvals and authorizations required to permit the execution and performance of this Agreement and the transactions contemplated hereunder have been obtained.

This Agreement is valid and enforceable against Customer in accordance with its terms and the entry into, and performance of it, by Customer will not violate any law or conflict with any other agreement to which Customer is subject.

32. Successors. This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors (including, without limitation, successors by merger, consolidation, and/or acquisition) and permitted assigns. This Agreement is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person or party other than those contemplated by this paragraph.

33. Records. All electronic entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

34. Data Retention. Without limiting the generality of the foregoing provisions, Customer specifically agrees to be bound by and comply with all applicable provisions of the National Automated Clearing House Association (NACHA) Operating Rules and Guidelines ("Rules") regarding the retention of documents or any record, including, without limitation, Customer's responsibility to retain all items, source documents, and records of authorization in accordance with the Rules.

35. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

36. Governing Law. The parties agree that any legal suit, action, or proceeding arising out of or relating to this Agreement, including but not limited to, a deposit accounts, products and services are governed by and construed in accordance with federal laws and regulations and the laws of the State of New Jersey, without regard to its conflicts of law provisions.

SECTION II: DESCRIPTION OF DIGITAL CASH MANAGEMENT SERVICES

Each Service set forth in the preamble is subject to the General Terms and Conditions (Section I) of this Agreement. The details pertaining to each Service, including any additional definitions and terms and conditions pertaining to a particular Service, are included in the following descriptions of the Digital Cash Management services (each, a "Service Description"). If there is any conflict between the General Terms and Conditions and any of the following Service Descriptions, the terms of the applicable Service Description will govern.

Conditions of Service. The enrollment in and/or termination of any of the Services will be subject to approval by the Bank in its sole discretion. Customer must also complete any other forms or supply any other information requested by the Bank. The provision of any Services to Customer hereunder is subject to approval by the Bank in its sole discretion.

A. ACH ORIGATION

1. **Services Description.** Customer wishes to initiate credit and debit Entries by means of the Automated Clearing House ("ACH") Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules") and the Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. An "Originator" is a person who has authorized an ODFI to transmit an ACH Entry. A "Receiver" is a person that has authorized an Originator to initiate an ACH Entry to their account. The Services performed hereunder are hereby referred to as the "ACH Services."

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank or its third-party service provider prepares Entries. Under no circumstances will the Bank originate ACH transactions on behalf of any Third-Party Sender or provide direct access to its ACH Operator to any party.

2. **Transmittal of Entries by Customer.** Customer shall transmit related Credit and Debit Entries to the Bank or its third-party service provider in compliance with NACHA formatting and other requirements. The total dollar amount of Entries transmitted by Customer to Bank or third-party processor on any one day shall not exceed the Customer's Daily Exposure Limit as referenced in the Customer Exposure Limit Review form provided to the Customer. This amount represents the total Exposure Limit for all ACH services the Customer has been approved to originate. This Exposure Limit may not be exceeded by the Customer without prior written approval by the Bank.

3. **Security Procedure.**

- a. User IDs, passwords, and any additional user authentication devices issued to you are for your security purposes. Customer and authorized users and administrators agree not to disclose or otherwise make passwords available to anyone. Customer acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon by the Bank and Customer. Customer also agrees to comply with all security procedures outlined by the Bank and agreed to by Customer.
- b. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of your Digital Cash Management Service User ID and Password. If Customer believes or suspects that any such information has been known or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers

To enhance the security of your Account and your funds, all ACH originations should be processed and made under dual control, with one person scheduling file transfers only and another person releasing these transfers. If you do not process all ACH originations under dual control, you assume the risk of any and all loss of any kind or nature that may occur because these transfers were not processed under dual control.

4. **Procedures and Compliance.** Customer may access the Bank's ACH Service through the Digital Cash Management Service. The Bank will instruct the Customer in the proper use and operation of the service described in this Agreement. Customer is solely responsible for the accurate creation, modification, and deletion of the account information used for ACH transfers.

Section 3 above ("Security Procedures") sets forth consequences of compliance or noncompliance with the security procedures agreed to by the Originator and ODFI. The ODFI will not be liable for payment of an Entry (or acting upon such a request) where the ODFI has acted in compliance with the security procedure agreed upon by ODFI and Originator. If Uniform Commercial Code Article 4A (UCC4A) applies, the liability of the ODFI for certain unauthorized entries (or requests) cannot be varied by agreement of the parties. UCC4A may apply only to Corporate ACH credit entries.

5. **Deadlines.** The cut-off time for submitting online ACH transactions is 3:00 p.m. Transactions submitted after the cut-off time may be processed the following Business Day. Bank assumes no liability for delays in processing by ACH Operators, the Receiving Depository Financial Institution ("RDFI"), or any third-party service provider (any entity that facilitates ACH processing on behalf of an ACH Participant).
6. **Processing, Transmittal and Settlement by Financial Institution.**

- a. Except as provided in Sections 7 and 8, Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the "ACH Operator" acting as an Automated Clearing House processor, and (iii) settle for such Entries as provided in the Rules.
 - b. Bank shall transmit such Entries to the ACH Operator within two (2) Business Days for consumer Credit entries and one (1) Business Day for all other entries prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's related cut-off time (3:00 p.m.) on a Business Day, (ii) the Effective Entry Date is at least two (2) days after such Business Day for consumer Credit Entries and one (1) day after such Business Day for all other Entries, and (iii) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Bank, in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed.
 - Customer may initiate same-day entries, both in debit and credit format, not to exceed the lower of, either the established Customer ACH approval threshold, or NACHA daily limit. Same-day ACH is limited to ACH transactions, received before 1:45pm, with an effective entry date of that day, or a prior date. Any entries received after this established time will be sent the next business day. Prenote entries may be sent as same-day following this same cut-off time.
 - c. If any of the requirements of clause (i), (ii) or (iii) of Section 6(b) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next Business Day deposit deadline of the ACH Operator.
 - d. The Bank recommends the use of prenotification transactions. The Bank recommends that you send a batch of prenotification entries prior to sending live entries. Failure to send a prenotification significantly increases the possibility of future payments being returned. To allow adequate response time, a prenotification should be sent through the ACH system at least three (3) Business Days prior to a live entry being initiated. It is the responsibility of the receiving Bank to verify the accuracy of the prenote and notify Northfield Bank if any information needs to be corrected. Upon notification from the receiving Bank, Northfield Bank will notify you if changes are required. It is your responsibility to make the changes prior to a live entry being sent.
 - e. As the Originator, you may request a reversal of an item or batch sent in error; however, **this does not guarantee that you will reverse the flow of funds**. If funds are not available for a reversal, then you must pursue reimbursement for the funds outside of the ACH Network. The Customer may submit a batch entry to reverse all or part of a previously originated ACH transaction.
7. **On-Us Entries.** Except as provided in Section 6, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i), (ii) and (iii) of Section 6(b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.
 8. **Rejection of Entries.** Bank shall reject any Entry that does not comply with the requirements of this Agreement, the Rules, and Bank's procedures. Bank shall have the right to reject any entry if Customer has failed to comply with its payment obligations. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that notice is not given at an earlier time than provided herein. Bank shall be permitted to reject any transaction instructions orally, electronically, or in writing, and notice of rejections communicated by any such means shall be effective at the time such notice is given by the Bank.
 9. **Cancellation or Amendment By Customer.** Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect Customer's request for the cancellation of an Entry.
 10. **Notice of Returned Entries or Notifications of Change (NOCs).** Bank shall notify Customer within one (1) Business Day after receipt of a returned Entry or a NOC from the ACH Operator. Customer shall promptly pay Bank the amount of each debit Entry returned by a RDFI that was transmitted by Bank pursuant to this Agreement. Payment shall be made no later than the day the Bank received the returned Entry. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 2, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry.

11. **Payment by Customer for Entries.** Customer shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement up to two (2) days prior to the Effective Date of the Entry or no later than the Effective Date of the Entry.
12. **Offset Account and Right to Recover Funds.** Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Customer identified hereto (the "Account"), and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of such receipt by Bank. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement.
13. **Account Reconciliation.** Entries transmitted by Bank or posted to a Receiver's account maintained with Bank will be reflected on Customer's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Customer. In accordance with the Rules, Bank shall not be obligated to provide a separate notice to Customer of Bank's acceptance of credit Entries designating Customer as beneficiary. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within thirty days of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Bank.
14. **Customer Representations and Agreements; Indemnity.** As an Originator, you agree to be bound by the Rules, as well as all applicable laws and regulations, including sanctions and laws administered by the Office of Foreign Assets Control (OFAC). The Rules are updated annually and can be accessed on NACHA's website at www.nacha.org. Customer understands and agrees to the following requirements as an Originator of ACH Entries. The requirements listed are not all inclusive. Customer should consult the Rules for all pertinent Originator obligations.
 - a. **Authorizations.** The ACH Network is a pre-authorized payment system. Prior to initiating Direct Deposit credits or Direct Payment debits to consumer accounts, a written authorization must be obtained from the consumer. You are obligated to retain a copy of the authorization for at least two (2) years from the date the authorization is terminated or revoked by the consumer. You are required to give the consumer a copy for his or her records. If the Bank requests a copy of an authorization, you are required to provide it. If you are initiating Corporate Payments, your corporate trading partners need to be notified in writing that electronic transfers will become the desired method of payment.

At the time of origination of each entry, you warrant that each Entry is accurate, is timely, and has been authorized by the party whose account will be credited or debited.

Customer and any third-party service provider conducting ACH business for Customer agree that it will not disclose a Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiated a separate debit Entry not covered by the original authorization.
 - b. **Accountability to ACH Payment Receivers.** You are responsible to your employees, consumers and other receivers of credit or debit transactions. The individual or company should be aware of the reason for ACH transactions being initiated to their account, whether for payroll, to collect a debt, or to make a payment to a vendor. You must also state clear guidelines for terminating an electronic transaction. Failure to understand the nature of the product or service that is being sold could result in the return of an ACH transaction to you.
 - c. **Variable Debit Notice for Consumer Payments.** If a Direct Payment Entry varies from a previous transfer, you must provide the consumer written notice of the amount and scheduled date of the transfer at least ten (10) calendar days before the scheduled transaction date. The consumer may agree in writing to receive notice only if the amount does not fall within a specified range.
 - d. **ACH Reversal Notice.** You are responsible to notify a Receiver that a reversing Entry has been sent to the Receiver's account, including the reason for the Reversal, no later than the settlement date of the reversing Entry.

- e. **Consumer Debit entries returned as** “R05 Unauthorized Debit to Consumer Account Using Corporate SEC Code,” “R07 Authorization Revoked by Customer,” “R08 Payment Stopped,” and “R10 Customer Advises Not Authorized” are not to be reinitiated unless subsequent written authorization is obtained by you.
- f. **For all ACH entries** (excluding Returned Check Entries-RCK), returned with Reason Codes R01 (Insufficient Funds) or R09 (Uncollected Funds), you may only reinitiate the original Entry a maximum of two (2) additional times.
- g. You are responsible to make the changes requested within a NOC within six (6) Business Days of receipt of the NOC information or prior to initiating the next Entry, whichever is later.
- h. Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Bank against any loss, liability or expense resulting from or arising out of any breach of any of the foregoing representations or agreements. You shall comply with all relevant requirements under Regulation E including consumer error resolutions. You acknowledge that you are responsible for returned Entries, regardless of the reason for return. The Bank has no responsibility to re-enter, collect or pursue payment of any returned Entry. Any fines and/or liabilities imposed upon the Bank for Rule violation(s) caused by an action/inaction of Customer may be assessed against you. If a fee is assessed for an unauthorized return Entry or excessive volume of return Entries, you are responsible to reimburse the Bank for such charge.
- i. Customer must clearly identify itself to the Receiver of an ACH transaction (credit or debit) by using a Company Name that is recognizable to a Receiver in the “Company Name”/“Originator Name” field of an ACH batch of transactions.
- j. Customer must establish, implement, and update, as appropriate, policies, procedures, and systems (including controls) with respect to the initiation, processing, and storage of Entries that are designated to: (a) protect the confidentiality and integrity of Protected Information until its destruction; (b) protect against anticipated threats of hazards to the security or integrity of Protected Information until its destruction; and (c) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person or organization.

15. Financial Institution Responsibilities.

- a. In the performance of the ACH Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the ACH Services. Bank shall not be responsible for Customer’s acts or omissions (including without limitation to the amount, accuracy, timeliness or transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank, ACH or transmission or communications facility, and Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank’s agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorney’s fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Customer or any other person described in this Section 15(a).
 - b. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstance beyond Bank’s control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank’s having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank’s reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
16. **Inconsistency of Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On- Us Entry) on the basis of the account number supplied by the Customer, even if it identifies a person different from the named Receiver, and that Customer’s obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

17. Documentation.

Periodic Statement: You will get a monthly account statement from us for your checking or savings account.

Confirmation or Receipt: A confirmation or receipt will be displayed at the time you initiate ACH transactions. This confirmation or receipt should be printed and kept for your records.

18. **Records.** All electronic Entries, Security Procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.
19. **Evidence of Authorization.** Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
20. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the ACH Services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
21. **Financial Information and On-Site Audit.** Customer agrees from time to time, upon the Bank's request therefore, to provide Bank with current financial statements showing the financial condition, assets, liabilities and stockholder's equity of Customer and the current income and expense of Customer and such other information regarding the financial condition of Customer as Bank may reasonably request.
- Customer agrees to allow Bank to conduct a periodic on-site review of Customer's use of the Bank's Internet Banking Service, examine security measures, and inspect Customer's procedures and compliance with this Agreement, the Rules and all applicable laws and regulations.
22. **Credit Reports.** By signing this Agreement you agree that Bank may obtain credit reports for purposes related to your account such as reviewing, updating and renewing it. If you request, you will be informed of whether or not a credit report was requested and the name and address of the consumer reporting agency that furnished the report.

B. ACH POSITIVE PAY

This Service permits Customer to pre-authorize ACH transactions by designated Originators and to view and decision (honor or reject) non-preauthorized ACH transactions each Business Day through the ACH Positive Pay Service. ACH transactions the Customer chooses to pay will flow through the normal ACH processing system and post to Customer's deposit Account(s). ACH transactions a Customer chooses to reject will not post to Customer's deposit Account(s) and will be returned to the Originator. Any ACH transaction for which a Customer does not make a decision to pay or reject by 12:00 p.m. Eastern Time will be rejected automatically. Customer's Authorized Customer Administrator(s) has the authority to grant additional Authorized Users access to the ACH Positive Pay Service.

ACH debit transactions received prior to the setup of the ACH Block and Filter Service (including ACH Positive Pay) may be posted to Customer's deposit Account(s) in accordance with the Rules.

I. ACH BLOCKS AND FILTERS

1. Services description. The ACH Block and Filter ("Block & Filter Service") assists the Customer in minimizing monetary losses due to fraudulent and unauthorized ACH transactions. Through the use of this Block & Filter Service, the Bank will return transactions which do not meet the Customer's authorization criteria. The Bank may also return a transaction that would be returned for any reason under the National Automated Clearing House Association Operating Rules and Guidelines ("Rules").

2. Available Services.

- a. **ACH Block:** The Customer may request the Bank to block all Automated Clearing House (ACH) transactions, just ACH credits, just ACH debits, or both from posting to the Customer's Account(s). The Customer may select an expiration date for ACH Blocks. After the expiration date, all postable transactions will post to the Customer's

Account(s). If an expiration date is not indicated, the ACH Block will continue until the Customer advises the Bank in writing to delete or modify the ACH Block.

Blocked ACH transactions are limited to those received by the Bank from external sources not directly related to the Bank. Internal transactions cannot be blocked. These include but are not limited to fees, loan payments owed to the Bank, charges for services provided by the Bank's vendors in connection with any service provided to the Customer, and payments or transfers originated by the Bank.

- b. ACH Filter:** ACH Filter allows the Customer to specify which ACH transactions they want to post to their Accounts. ACH transactions that do not match the criteria of the ACH Filter will be prevented from posting and will be returned to the Originator of the transaction. ACH Filters do not expire as long as the Customer is enrolled in the Block & Filter Service.

3. Reporting: Reports can be produced that will list the ACH transactions rejected through this Block & Filter Service. The Customer can be notified of this activity through a selection of methods and frequencies.

C. BUSINESS BILL PAY

1. Service Definitions

- "Service" means the bill payment service offered by Northfield Bank through its third-party service provider.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

2. Service Description

You can authorize Bank to remit funds from your designated Payment Account to make bill payments to Billers. There is a separate enrollment process for this Service and there may be additional terms and instructions presented when you access the Service. You may also elect to use the e-Bills feature of this Service, as described further below.

3. Payment Scheduling

You can use this Service to schedule a one-time payment or automatic recurring payments to Billers. The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period date. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Payment Account may be debited earlier than the Scheduled Payment Date.

4. The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or

financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under the above "Payment Scheduling" subsection and the following additional factors:

- The payees must have entered all payment remit information correctly for Biller, i.e., Name, Address, and Account to be credited;
- NO tax payments;
- NO Department of Motor Vehicle Payments; and
- NO court-ordered payments.

5. Payment Authorization And Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. For instances in which a transaction cannot be processed due to insufficient funds, we may reattempt to process such transaction from a Payment Account on the next available Business Day.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

6. Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

7. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within the Agreement.

8. Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days of a verbal request. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

9. Exception Payments

Tax payments and court ordered payments may be scheduled through the Service, however such payments are exception payments and are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

10. Bill Delivery And Presentment (e-Bills)

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information provided to the Biller** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- **Activation** - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your Accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- **Authorization to obtain bill data** - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification** - The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

- **Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

11. Exclusions Of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Errors And Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 833-301-NFBK (6325) during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:
Northfield Bank
581 Main St., Suite 810
Woodbridge, NJ 07095
Attention: Digital Banking

For additional information on your rights and responsibilities in relation to unauthorized or erroneous electronic transactions, please refer to the Electronic Funds Transfer disclosure received at Account opening.

13. Disclosure Of Account Information To Third Parties

It is our general policy to treat your Account information as confidential. However, we will disclose information to third parties about your Account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your Account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

14. Service Fees And Additional Charges

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. The section below on Failed or Returned Payment Instructions applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this section, and there are insufficient fees in the Billing Account.

15. Failed Or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable

to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Payment Account to allow the debit processing to be completed;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

16. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

17. Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

18. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

19. Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your Account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

D. CHECK POSITIVE PAY WITH PAYEE RECOGNITION

1. Service Description

The Bank's Positive Pay Service ("Service") verifies your issued checks file against checks being presented to us for payment. Any check presented to us for payment that does not match the Positive Pay issue file will be an exception. The following sets forth the description of an exception or violation:

- a) Items presented for payment through our in-clearings not matching your issue file will be exceptions. You will have an automated option within Digital Cash Management to decision your exceptions to pay or return as they

arise daily. It is your responsibility to work your Positive Pay exceptions each Business Day between the hours of 8:00 a.m. and 12:00 p.m. Eastern Time.

- b) Items presented to us for immediate payment (cashing a check at a Bank branch) not matching your issue file will not be stopped and available for review as an exception item. You acknowledge and agree that the Bank shall have no obligation to inform you that any such check has been presented for payment at the Bank. The Bank shall have no liability to you for wrongful dishonor with respect to any such check.
- c) Exceptions not reviewed and approved by you will be automatically returned by the Bank unpaid.

2. Uploading Files

The Positive Pay file must be uploaded to our system no later than one business day before dispersing checks. Positive Pay files can be uploaded to our system at any time.

3. Remedies and Liabilities

The Bank shall have no liability to Customer for wrongful dishonor of a check when the Bank returns an exception: (i) pursuant to the terms of this Service; (ii) because it did not receive a timely pay request from Customer for the check; (iii) if there are insufficient funds on deposit in the Account; or (iv) if the Service inaccurately reads information pertaining to the payee, including payee name and/or amount. Bank shall have no liability for payment of a check that was not issued or authorized by Customer when instructed by Customer to pay the check pursuant to the terms of this Service. In the event Bank pays an exception check without direction from the Customer, Bank's liability to Customer shall be limited to the amount of the wrongfully paid exception check, provided, that Bank retains the right to assert Customer's failure to exercise ordinary care under the UCC or otherwise.

4. Software

To manually upload a Positive Pay file to our system, you must use a format acceptable to the Bank. You must send us a test file to ensure accurate receipt of information before activating this service. You must also upload a file of all outstanding checks at the time you begin using this service. We are not responsible for detecting any error contained in any Positive Pay issue file sent by you to us.

5. Ordering Checks

We encourage you to use Harland Clarke for your check printing needs. If you order or print business checks from any check printing vendor other than Harland Clarke, you agree to insure the MICR encoding ink is of high quality. Not using business checks with high quality MICR ink could result in a large number of Positive Pay violations.

6. Notices, Instructions, Etc.

- a) Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
- b) We shall be entitled to rely on any written notice or other written communication believed by us in good faith to be genuine and to have been signed by an Authorized User designated in your Cash Management Application and Resolution, and any such communication shall be deemed to have been signed by such a person.

7. Stop Payments

Stop payments must still be made through Cash Management or a bank employee in addition to information loaded to your Positive Pay file.

E. CARD CONTROL AND MANAGEMENT

1. **General.** The card control and management features are standalone features within the Service to implement certain card control and alert functions. These features are only available for debit cards issued by the Bank and registered within Digital

Cash Management. The Service is intended to allow you to initiate certain payment card related activities for your enrolled Bank debit card(s) via Digital Cash Management. Those activities may include the ability to, but are not limited to:

- Register the card;
- Activate and deactivate the card;
- Set control preferences for card usage including location, transaction, and merchant types;
- Spend limits, and card on/off ("Controls");
- Set alert preferences for card usage including location, transaction, and merchant types;
- Spend limits, and declined purchases ("Alerts");
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information);
- Report your card as lost or stolen;
- Review your spending by merchant type and/or by month;
- View a list of merchants storing your card information for recurring or card-on-file payments.

The card controls and alerts you set up through the use of the Service may continue to apply, even if you unregister a card from the Service. Please contact the Bank to discontinue any Alerts or Controls you may have set. Certain card control features may not be available for all transactions and may depend on the device being utilized to access the feature. Card Controls may enable access to Northfield Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto. To the extent the Software allows you to access third party services, Northfield Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will Northfield Bank be liable for the removal of or disabling of access to any such services. Northfield Bank may also impose limits on the use of or access to certain services, in any case and without notice or liability.

2. Third Parties. The card control and management Service may enable access to the Bank and third parties' services and web sites, including GPS locator websites, such as Google. Use of such Services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps, HTML and the Google Legal Notices found at http://maps.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management Service allows you to access third party services, the Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

3. Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management Service is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management Service is subject to transmission limitations and service interruptions. The Bank does not guarantee that the card management Service (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management Service may not be available for all transactions. Commands based upon the location of the mobile device where the Service is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither the Bank nor its service providers are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither the Bank nor its service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. The

Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

F. E-STATEMENTS

1. Service Description:

Account statements and notices will be available to you electronically through Digital Cash Management. You will be notified by e-mail when they are available for you to access.

2. Consent

Upon your enrollment in the Service, Northfield Bank has received your consent to begin providing your account statements and notices to you electronically. Please review the information below. By agreeing to have your account statements and notices sent electronically, you also agree to notify the Bank immediately by telephone 833-301-NFBK (6325), or e-mail customerservice@eNorthfield.com of any changes to your email address or any errors or complications relating to your electronic receipt or access to your account statements and notices. You must provide and maintain a valid e-mail address. Your e-mail will not be sold or otherwise provided to third parties

3. Your rights/options to receive a disclosure in paper form

The Bank will no longer send you paper statements and notices through the mail. If you wish to receive your account statements and notices in paper form through the mail in addition to the electronic format, you will be charged a monthly service fee in accordance with our fee schedule.

4. Whether your consent applies only to a particular transaction or to categories of transactions

Your consent is to authorize the Bank to electronically forward your periodic account statements and notices, as well as any other disclosures that the Bank might send to you with your account statements and notices. The notices you receive may include the following: Overdraft Notices, Checks Paid/Returned Notices, Notice of Checks Paid, Transfer Notices, Transaction Receipts, Dormant Account Notices, Int/Rate/Maturity Notices, NSF notices, Return Notices, Credit Back Notices, and Repurchase Agreement Statements. By your consent, you also agree to receive notices at the Bank's website, including the linked Privacy Notice.

5. The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so

To discontinue this electronic delivery service, you can e-mail your request to customerservice@eNorthfield.com. Please allow up to forty-five (45) days for the Bank to implement your request. After such time you will no longer receive your statements and notices electronically. We will charge no fees for discontinuing the service. However, you may incur other fees as a result of discontinuing this service.

6. Our Requirements

The same terms apply with respect to electronically delivered account statements and notices as for those delivered in paper form. The deposit agreements and disclosures that you have previously entered into with or received from Northfield Bank remain in effect. Access to our Services is required in order to safely and securely receive your account statements and notices. Your account statements and notices will be available electronically for two years from the date of delivery; you may print or download to retain copies of them. You understand and agree that we reserve the right to require you to obtain a different type of technology from time to time.

7. Privacy

Our privacy policy (that has been previously provided to you) will apply to this Service. The policy is incorporated into and made a part of this Agreement.

8. Service Availability

The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

9. Service Charges And Fees - Please see fee schedule

10. System Requirements

Bank recommends the most recent version of Adobe Reader available for desktop and mobile devices. If you choose to use a third-party PDF application, we cannot guarantee documents will appear as intended.

See Appendix A for additional Browser and Operating System Requirements

11. To Request A Paper Copy of Your Statement:

Please contact Northfield Bank at 833-301-NFBK (6325) to request a paper copy of your account statement.

APPENDIX A

Personal/Business Digital Banking Mobile Operating System Support

| Version | UUX 4.x |
|--------------------------|-----------------|
| Android 13.x and later | Supported |
| Android 12.x and earlier | Limited Support |
| iOS 17.x and later | Supported |
| iOS 16.x and earlier | Limited Support |

Personal/Business Digital Banking Browser Support

| Browser | Windows | macOS |
|---|-------------|-------------|
| Google Chrome (Current and previous two major versions) | Recommended | Recommended |
| Mozilla Firefox (Current and previous two major versions) | Supported | Supported |
| Microsoft Edge (Current and previous two major versions) | Supported | Unsupported |
| Apple Safari (Current and previous two major versions) | Unsupported | Supported |

Any browser not listed in the above table should be considered unsupported.

Notes: Screen Resolution set to 800 X 600 or higher
Cookies enabled. (First and 3rd Party)

G. MOBILE BANKING WITH MOBILE DEPOSIT

A. **General Terms.** The terms set forth in this section describe the mobile banking services and any related software provided by the Bank (collectively, the "Mobile Services"). By participating in the Mobile Services, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking of which the Mobile Services are a part.

i. **Mobile Services** can be accessed through the Bank's third-party software application (the "Software"), through your mobile device's web browser, or certain services through Short Message Service (SMS) or smart watch. If accessing the Software through a mobile device, the mobile device must have an active internet connection through either a Wi-Fi network or a 4G LTE or 5G cellular data plan. The mobile device shall utilize supported Android, iOS and, for certain limited services, WatchOS operating systems. Accessing Mobile Services through a mobile web browser or WatchOS may result in you being unable to utilize certain services available on the Software. At the present time, you may use Mobile Services for the following:

- Transfer funds in real time between your designated accounts;
- View your account balances;
- Review recent transactions in your designated accounts;
- Deposit checks remotely;
- Bill Pay services;
- Send Zelle payments to/from people directly;
- Retrieve Instant Balances;
- View e-Statements;
- View check images;
- Send External Transfers;
- Stop Payments;
- Check reorder;
- Send and receive funds from other Bank customers;
- Access Personal Financial Management Tools.

ii. **Privacy and User Information.** You acknowledge that in connection with your use of the Mobile Services, the Bank and its Affiliates and Service Providers, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Mobile Services or Software (collectively "User Information"). The Bank and its Affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Mobile Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its Affiliates and Service Providers also reserve the right to monitor use of the Mobile Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, and/or credit any content. You agree that Bank may collect, transmit, store and use technical, location, and login or other personal data and related information, including, without limitation, information about your mobile device, system and application software, and information regarding your location, that are all gathered periodically to facilitate the provision of software updates, product support, and other services to you related to the Mobile Services.

iii. **License.** You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Software only on a mobile device that you own or control, solely for your personal and/or business use and as expressly permitted herein. Certain software that the Bank uses to provide the Mobile Services has been licensed from third parties not affiliated with the Bank. This limited right to use the Software is revocable in the discretion of the Bank or its third-party service providers and the Bank retains all rights, title and interests to the Software any modifications and updates thereto. You agree not to decompile or reverse engineer the Software. All rights not expressly granted to you herein are reserved.

iv. **Liabilities and Responsibilities.** The Mobile Services are provided "as is" and without warranty. You understand and agree that the Bank may not encrypt information when it is provided to you in a manner that is accessible by a mobile device and may include personal or confidential information about your Account, such as account activity or the status of your account. Delivery and receipt of information including your

instructions may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), communication service provider, phone carriers, any other parties, or because of any other reasons outside of the Bank's control.

You are responsible for any and all fees and charges, including but not limited to fees associated with text messaging, that may be imposed by your Internet or communication service providers, phone carrier, or any other third party and for complying with any terms and conditions imposed by your Internet or communication service providers, phone carrier or any other third party. Bank is not responsible for any damages resulting from your failure to comply with any terms and conditions imposed by your Internet or communication service providers, or any other third party.

Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation or spyware, viruses or other malicious code ("malware"). The Bank is not responsible for advising you of the existence or potential effect of any malware. Your use of hardware and software is at your own risk. You are prohibited from circumventing any technological protections of your mobile operating system of your mobile device in order to install unauthorized software (e.g. jailbreaking).

- v. **Restrictions on Use.** You agree not to use the Mobile Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that the Mobile Services and Software will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Mobile Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such materials or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service providers involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage. Detrimentially interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank, any third-party Service Provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Bank or any third party.
- vi. **Questions.** You can contact us at 833-301-NFBK (6325) or customerservice@enorthfield.com for assistance in utilizing mobile banking to access your eligible accounts.
- vii. The Mobile Services and/or Software may not be available at any time for any reason outside of the reasonable control of Bank or any Service Provider.

B. **Fingerprint and Facial Recognition for Mobile Banking**

Fingerprint Login is an optional fingerprint sign-in method for the Mobile Services that may be available for certain Apple® (Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. Facial Recognition Login is an optional facial recognition sign-in method available for certain Apple and Android devices that have facial recognition software. These login authentication features require end-user registration at the device level. Please consult support for either Apple or Android to complete the setup for fingerprint scanning or facial recognition (collectively, the "Alternate Login Methods") on your mobile device. Biometric data is stored on your mobile device only and Northfield Bank never sees or stores your fingerprint information. You acknowledge that by enabling the Alternate Login Methods, you will allow anyone who has an Alternate Login Method stored on your mobile device access to your personal and

Payment Account information within Northfield Bank Mobile Banking. Northfield Bank reserves the right to suspend or disable this feature at any time. Alternate Login Methods can only be associated with one mobile banking User Name at a time on a device. If your device doesn't recognize your Alternate Login Method, you can sign in using your password. To use an Alternate Login Method for mobile banking on multiple devices, you will need to set it up for each device. You can enable or disable an Alternate Login Method anytime from the Services menu within Northfield Bank Mobile Banking. You will be required to re-authenticate your Alternate Login Method periodically by reinserting your password into the application. Any changes or modifications to the Alternate Login Method stored on your device will also require you to re-authenticate.

C. Mobile Check Deposit Service Agreement

- i. **Mobile Deposit Service.** Your use of the Software may include use of Northfield's Mobile Check Deposit Service (the "Mobile Deposit Service"). The Mobile Deposit Service allows you to make certain deposits to an account by using a supported mobile device with a camera to create an electronic image of an original paper check made payable to you and meeting the requirements of a check as defined in Federal Reserve Board Regulation CC ("Eligible Check"), transmitting the image and its related data to the Bank. Eligible Checks must be payable in U.S. Dollars.
- ii. **Equipment.** To use the Mobile Deposit Service, you must have a supported mobile device with a supported rear-facing camera with a resolution of at least 5 megapixels and a supported operating system. The Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Mobile Deposit Service. You may be required to update the Software periodically to continue using the Mobile Deposit Service.
- iii. **Limitations.** When using the Mobile Deposit Service, you may experience technical or other difficulties. The Bank does not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Mobile Deposit Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. The Bank reserves the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. The Bank reserves the right to limit the number of Mobile Devices through which you may access the Mobile Deposit Service. Except as expressly provided herein, deposits made through the Mobile Deposit Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.
- iv. **Eligible Checks and Items.** You agree to scan and transmit only Eligible Checks as that term is defined in Federal Reserve Regulation CC and only those checks that are permissible herein or such other items as we, in our sole discretion, elect to include under the Mobile Deposit Service. Nothing herein should be construed as requiring Northfield Bank to accept any check or item for deposit, even if Northfield Bank has accepted that type of check or item previously. Nor shall Northfield Bank be required to identify or reject any checks that you may scan and deposit that fail to meet the requirements herein. You agree that you will not use the Mobile Deposit Service to scan and transmit any checks or other items as shown below:
 - a. Checks payable to any person or entity other than you, or to you and another party (unless Bank otherwise permits the transmission of such Checks for deposit pursuant to a separate agreement between Customer and Bank).
 - b. Checks containing alteration to any of the fields on the front of the check (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - c. Checks that are not in the original form with a signature, such as substitute checks or remotely created checks, as defined in Reg. CC.
 - d. Checks drawn on a financial institution located outside of the United States.
 - e. Checks not payable in United States currency.
 - f. Checks dated more than six months prior to the date of deposit.
 - g. Checks on which a stop payment order has been issued or for which there are insufficient funds.
 - h. Checks previously returned unpaid.
 - i. Checks previously deposited anywhere.
 - j. Checks that exceed any limit.

- v. **Image Quality.** The image of a check transmitted to Northfield Bank using the Service must be legible. You agree that Northfield Bank shall not be liable for any damages resulting from a check's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check.
- vi. **Endorsements.** Before transmission, you agree to restrictively endorse any check transmitted through the Service as "For Deposit Only, Account#, Mobile Deposit" or as otherwise instructed by Northfield Bank.
- vii. **Disposal of Transmitted Checks.** You agree never to represent to us or any other party a check that has been deposited through the Mobile Deposit Service. You agree to supply any information in your possession that we request regarding a check deposited or attempted to be deposited through the Service. During the time that you maintain the original check, you understand and agree that you must use a high degree of care to securely protect such checks against risks, including but not limited to accidental, intentional or wrongful negotiation or attempted negotiation of checks after they have been processed by Northfield Bank. Among other things, the checks shall be kept in a secure location to which access shall be restricted. You agree to destroy checks that have been accepted for deposit through the Service and have cleared after sixty (60) calendar days to ensure that such checks are not represented for payment and, prior to disposal or destruction, to safeguard such checks. You will be liable for checks that are presented more than once. You assume risk of loss for checks destroyed before they clear your Account.
- viii. **Deposit Limits and Cut-off Times.** The Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Mobile Deposit Service and to modify such limits from time to time without notice to you. Deposits must be made before 5:00 p.m. Eastern Time in order to be considered deposited on the same Business Day. Deposits made after 5:00 p.m. Eastern Time will be considered deposited on the next Business Day.
- ix. **Receipt of Checks.** The Bank is not responsible for checks we do not receive in accordance with this section or for images that are dropped or damaged during transmission. An image of a check shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed, complete or that funds will be credited for that check. Upon receipt of the check image, it will be reviewed by the Bank before it is accepted by the Bank for deposit. If upon review of the check, the Bank determines that the check information is incomplete, unusable, or does not conform to the guidelines herein, the Bank may reject the deposit. Should this occur, the Bank may adjust any provisional credit given to your Account and will provide you a written notice setting forth the reasons why your deposit could not be processed through the Mobile Deposit Service.
- x. **Fees.** The Mobile Deposit Service is provided at no charge to you. However, the normal fee schedule applies to all activity related to the Software, such as fees for items returned to us unpaid. We may, upon at least thirty (30) days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Mobile Deposit Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an Account at the Bank from which fees for the Service will be debited.
- xi. **Cancellation, Termination and Changes to the Service.** We reserve the right to terminate, modify, add or remove features from the Mobile Deposit Service at any time in our sole discretion. You may reject changes by discontinuing use of the Mobile Deposit Service. Your continued use of the Mobile Deposit Service will constitute your acceptance of and agreement to such changes. You may cancel the Mobile Deposit Service at any time by calling Electronic Banking Customer Service at 833-301-6325. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays, or errors. Attempts to provide prior notice of scheduled maintenance will be made but we cannot guarantee that such notice will be provided.
- xii. **Indemnification.** In addition to the indemnities contained in other sections of this Agreement, to the fullest extent permitted by applicable law, you agree to defend, indemnify and hold the Bank and its affiliates and each of their respective officers, directors, shareholders, agents, employees, successors and assigns harmless for any loss or expense resulting from (i) any breach of warranty or covenant made by you pursuant to this section, or (ii) any claim pertaining to any warranty or indemnity the Bank makes with respect to an Eligible Check under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other applicable state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations. To the extent

there are available funds in any of your Accounts, the Bank will charge the Accounts for any amount it pays, in its discretion, under the Check Clearing for the 21st Century Act.

- xiii. **Per Check/Per Day Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

H. NORTHFIELD BANK ALERTS TERMS AND CONDITIONS.

1. **General.** The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts Service (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.
2. **Alerts.** Your enrollment in Northfield Bank Digital Cash Management includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Northfield Bank account(s). Alerts are provided within the following categories:
 - **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Digital Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
 - **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. Account Alerts must be managed and/or added online through the Digital Cash Management Application or Mobile Service. We strongly recommend that you setup these alerts as they provide important information related to your accounts. Please note you cannot maintain all Alerts through your mobile device. We may add new Alerts from time-to-time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. The Bank reserves the right to terminate its Alerts Service at any time without prior notice to you.
3. **Methods of Delivery.** We may provide Alerts through one or more channels ("End Points"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Northfield Bank Digital Cash Management message in-box, by an e-mail message. You agree to receive Alerts through these End Points, and it is your responsibility to determine that each of the service providers for the End Points described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts Service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
4. **Limitations.** The Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, Internet service provider(s) and other factors outside the Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its directors, officers, employees, agents and Service Providers liable for losses or damages including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
5. **Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

6. **Privacy and User Information - Data Analytics.** You acknowledge that in connection with your use of the Mobile Services, the Bank and its Affiliates and service providers may receive data about your usage of the Service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. The Bank and its Affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the Service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

I. REMOTE DEPOSIT CAPTURE

1. Services Description

The Bank's Remote Deposit Service ("Service") allows you to operate an image scanner device specified by the Bank to scan paper checks to create an image cash letter file to send to Bank through the remote deposit capture system. This Agreement establishes the terms and conditions for accessing the system. When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

Customer may make such deposits from the Customer's office by scanning Checks (as hereinafter defined) on a desktop scanner and/ or imager specified by the Bank (collectively, a "Scanner") including the applicable Software. The Scanner captures an image of the front and back of the Checks and reads and captures the magnetic ink character recognition ("MICR") line of the Check and all other data and information required by this Agreement ("File"). Customer will transmit the File to Bank or a processor designated by Bank ("Processor") via the Internet. Subject to compliance with the terms and conditions of this Agreement, Bank will provisionally credit the applicable Account of Customer for the amount of the deposits to which the Files pertains on the day of receipt of the Files and enter the images of the checks into the collection process in accordance with the Account Agreement and this Agreement. An "Accepted File" is a File that Bank accepts after (a) validation of the File and the Imaged Items and other information contained therein; and (b) the Bank determines that (i) Customer has complied with and the File was processed and transmitted in accordance with this Agreement, and (ii) the File is balanced and the Imaged Items meet the requirements hereof. A "Corrected File" is a File for which Bank corrects errors in the Imaged Items or other information contained in the File. Customer acknowledges and agrees that the Bank may discontinue the Services or any related content, features, products, or services, or the terms thereof, at any time without notice or liability to Customer or any third party.

2. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. "Account" means, in addition to the definition set forth above, a deposit account with us held by: (i) the Customer; (ii) an affiliate or subsidiary of Customer; or (iii) a consumer who is an owner or authorized signer of Customer, which Bank in each case shall approve in writing.
- b. "Check" means an Original Check, as defined in Regulation CC, except that Check does not include a Substitute Check or a remotely created check.
- c. "Customer" means, in addition to the definition set forth above, a consumer who is an owner or authorized signer of Customer who the Customer has requested be authorized to use the Services to make deposits into Account(s), held by such consumer and which requested authorization has been approved by Bank in writing.
- d. "Cut-Off Time" means 6:00 PM Eastern Time on a Business Day by which an entire File must be received and successfully passes evaluation that it is balanced and for conformity with all other requirements of this Agreement and the Documentation in the sole determination of the Bank.
- e. "Documentation" means all documentation, application, user set-up form, system requirements guide, schedule of fees, the user manual, any other user guides/ quick references, all instructions (including on-line instructions) relating to the Software and Services which Bank may provide to Customer from time-to-time in connection with the Software or Services.
- f. "Equipment" means all equipment and system requirements, including computer equipment, Internet connectivity, scanning terminals and any other equipment or items necessary to receive the Service.
- g. "Imaged Item" means the digitized image of a Check that is created by Customer and transmitted to Bank using the Service.

- h. "Financial Institution" means (i) any person, located in the United States or its territories, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.
 - i. "Image Exchange Item" means an Imaged Item that is cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
 - j. "Item" means a Check that is payable on demand, drawn on or payable through or at an office of a Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.
 - k. "Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
 - l. "Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.
 - m. "Payor Financial Institution" means the Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.
 - n. "Regulation CC" means 12 C.F.R. Part 229, including as it may be amended from time to time.
 - o. "Remote Capture Services", "Services" or "Service" means the services described in this Agreement to be provided by Bank to enable Customer to make deposits to an Account from a remote location by scanning checks on a desktop Scanner (as defined below) and delivering the Imaged Item to Bank for processing and collection through image exchange networks or through creation of Substitute Checks and presentment to a Financial Institution.
 - p. "Rules" means all federal, state, and local laws, regulations and rules pertaining to the use Remote Deposit Services, as well as all laws relating to the banking transactions contemplated hereunder, including but not limited to, Regulation CC, the Expedited Funds Availability Act, the Bank Secrecy Act, and other laws administered by the United States in existence as of the date of this Agreement and as later enacted or amended from time to time.
 - q. "Software" means, collectively, any software programs which may be offered or required by Bank for use in receiving, validating and packaging imaged Items and data from a bulk file to be forwarded to Bank for additional processing, whether incorporated into a Scanner or must be, installed into a computer to which it is connected.
 - r. "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
3. **Hardware and Software.** Customer understands it must, and hereby agrees to, at its sole cost and expense, use the Scanner and all other computer hardware and software that meets all technical requirements described herein and in the Documentation for the proper delivery of the Services and that satisfy Customer's obligation to obtain, and maintain, secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all hardware and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. Customer agrees to indemnify and hold harmless the Bank, its officers, directors, employees, agents, affiliates, successors and assigns from any and all damages, loss, cost or liability (including reasonable attorneys' fees) arising out of or resulting from including but not limited to (a) any computer virus, hacking or related issues that may be associated with the use of electronic mail, the Internet or the like; (b) any defects, malfunctions or misuse of the Scanner or other hardware or software by Customer, or (c) failures or interruptions in any electrical, telephonic, internet services. Customer hereby acknowledges that the Bank has recommended the Customer scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. Customer agrees to use only the hardware and Software as described in the Documentation or for which Customer receives prior written approval by Bank.

All right, title and interest in any Scanner, Software, and Documentation shall be and remain the property of Bank or its services provider, as applicable. Unless expressly authorized by Bank in writing, Customer may not copy, reproduce, transmit, disseminate, display, publish, sell, distribute, transfer, assign, reverse engineer or create derivative works of the Software or Documentation in any manner. You agree that the Software licensed hereunder is copyrighted property and constitutes trade secrets and proprietary data of our Processor and/or other third parties. You acknowledge that you are obtaining no title or ownership of the Software or other materials licensed or received as a result of this Agreement. You hereby waive any and all rights and claims which you now have or may hereafter have against our Processor and/or any third party from whom our Processor has obtained licenses, sublicenses, the right to grant licenses and/or sublicenses, marketing and other rights with respect to the Software.

4. **Checks Deposited.** Customer hereby agrees that it will only deposit Checks. Customer further agrees that it will not remotely deposit any Check that:
- a. is payable to any person or entity other than Customer (unless Bank otherwise permits the transmission of such Checks for deposit pursuant to a separate agreement between Customer and Bank),
 - b. is drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, for the purpose of benefiting from an unlawful float,
 - c. is prohibited by any law, rule or regulation,
 - d. Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn,
 - e. has been previously endorsed by a bank and are either Substitute Checks or “image replacement documents” that purport to be Substitute Checks, without Bank’s prior written consent,
 - f. is drawn on financial institutions that are located outside of the United States or Territories of the United States,
 - g. that does not contain the endorsement ‘For Deposit Only, Account#, Remote Deposit’,
 - h. which is not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof, and
 - i. Tax payments and court ordered payments (e.g., restricted checks).

Checks described in clauses (a) through (i) each a “Prohibited Check.” Customer agrees to reimburse and further indemnify and hold harmless the Bank, its officers, directors, employees, agents, affiliates, successors and assigns from any and all damages, loss, cost or liability (including reasonable attorney fees) arising out of or resulting from the Customer’s deposit of a Prohibited Check or other claim related thereto. Furthermore, if, after first having obtained Bank’s written consent to do so, Customer provides Bank with an electronic representation of a Substitute Check for deposit into an Account instead of an original Check, Customer agrees to indemnify and reimburse Bank, its officers, directors, employees, agents, affiliates, successors and assigns for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank incurs because any such Substitute Check resulting from such electronic representation does not meet applicable Substitute Check standards and/or causes duplicate payments.

5. **Scanning of Checks and Transmission of Files.** Customer shall properly install and use a Scanner and Software and any other equipment required by this Agreement or otherwise required for the use of the Services. Customer shall follow the procedures set forth herein and in the Documentation to: (a) endorse each Check to be deposited as required by this Agreement, (b) scan each Check to be deposited and thereby capture the Imaged Item of each Check and the other information required to create a File from each Check and (c) transmit the File containing the Imaged Items and other data pertaining to such Checks, including, if applicable, all batched ACH data to Bank or its Processor in accordance herewith. Bank reserves the right to amend such procedures with or without prior notice to Customer. Customer agrees to at all times (a) comply with the Security Procedures, (b) safeguard the confidentiality and security of all other proprietary property or information Bank provides to Customer in connection with the Services, and (c) notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. Customer agrees the total dollar value of the Files sent by Customer to Bank on any Business Day shall not exceed any dollar amount of the "Aggregate Daily Deposit Limit" that is specified in the Documentation or for which Customer is notified by Bank. If the total dollar value of the Files sent by Customer to Bank on any Business Day exceeds the Aggregate Daily Deposit Limit, Customer shall contact Bank to determine ability to process File(s). To be eligible for processing on the Business Day transmitted, Files must be received by Bank prior to the Cut-Off Time. A File that is not balanced or does not meet these requirements for any other reason or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in one (1) Business Day, the Aggregate Daily Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Aggregate Daily Deposit Limit and the Cut-Off Time.

6. **Maintenance and Destruction of Original Check.** Customer shall stamp the original of each Check "For Remote Deposit Only" before or during the process of scanning the Check as required herein above. Customer shall securely store all Originals of such Checks for a retention period of sixty (60) days after Customer has received notice from Bank that the File containing the imaged Items of such Checks was accepted ("Retention Period"). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to the Originals, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time, and (d) such Checks will not be deposited or negotiated in any manner whatsoever. Customer shall use commercially reasonable methods to destroy the Originals upon the expiration of the Retention Period applicable to such Checks.
7. **Image and MICR Quality.** Each File transmitted by Customer to Bank shall contain Imaged Items of the front and the back of the Checks. Each Imaged Item shall be of such quality that the following information can clearly be read and understood by sight review of such Imaged Item:
 - a. the amount of the Check;
 - b. the payee of the Check;
 - c. the signature of the drawer of the Check;
 - d. the date of the Check;
 - e. the Check number;
 - f. the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
 - g. all other information placed on the Check prior to the time an Image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the check.

Each Imaged Item shall also meet all standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check, ensuring that the following information is captured:

- a. the American Bankers Association routing transit number;
 - b. the number of the account on which the Check is drawn;
 - c. when encoded, the amount of the Check; and
 - d. when encoded, the serial number and the process control field of the Check.
8. **Receipt of File.** Customer agrees that it shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Imaged Items or other information contained therein that are not received or that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Imaged Items or other information contained therein submitted by Customer. Bank

has no obligation to notify Customer of the rejection of a File or the Imaged Items or other information contained therein and Bank shall have no liability to Customer for the rejection of a File or the Imaged Items or other information contained therein. Upon receipt of a File submitted by Customer, Bank may examine such File and the Imaged Items and other information contained therein to ensure that Customer has complied with the applicable procedures. If Bank determines that Customer has not complied with the applicable Procedures or if errors exist in the Imaged Items or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the Corrected File. As a form of correction, Bank may credit Customer's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Imaged Items or other information contained therein. If after examination of a File and the Imaged Items and other information contained therein, Bank determines that Customer has complied with the applicable procedures, the File is balanced and the Imaged Items meet the standards set forth herein, then Bank shall accept the File for deposit to the applicable Account. If the File has been uploaded properly, Customer can access batch file status in online banking platform periodically. Notwithstanding the fact that the File has been uploaded properly for deposit, any credit made to Customer's Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank.

9. **Provisional Credit and Availability of Funds.** Upon acceptance of a File, Bank shall grant Customer a provisional credit for the total amount of the Corrected File or the Accepted File, as applicable, in the applicable Account. For the purpose of determining availability of funds, deposits made through the Services are not subject to the funds availability requirements of Regulation CC. Bank will generally follow the guidelines set forth in Regulation CC with respect to the availability of funds; however, in certain cases, Bank may withhold funds for a period greater than the guidelines set forth in Regulation CC before making funds available for withdrawal. If any Imaged Items in a File deposited by Customer are dishonored or otherwise returned unpaid by the Payor Financial Institution, or are returned by a clearing agent for any reason, including but not limited to, issues relating to the quality of the image, Customer acknowledges and agrees that the Original Check will not be returned and Bank may charge back an Image of the Check to the Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the Original Check or a Substitute Check. Unless otherwise instructed by or agreed with Bank, Customer will not deposit the Original Check if an Image is charged back to Customer.
10. **Contingency Plan.** Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a File to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical Checks and deposits to the closest office of Bank and deposit the original Checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions contained in the Customer's Account Agreement and not by the terms of this Agreement. Notwithstanding the foregoing and to the extent applicable, the warranties made by Customer under this Agreement shall apply to the deposit of original Checks.
11. **Warranties.** Customer represents, warrants and covenants the following to Bank:
 - a. **Checks Deposited.** Customer shall only deposit Checks that are authorized by this Agreement and the related Documentation and procedures;
 - b. **Image Quality.** Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements set forth herein;
 - c. **Accuracy of Information.** All data and other information submitted by Customer to Bank, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements set forth herein;
 - d. **Business Purpose Only.** Customer is not a consumer and the Services shall be used for business purposes only;
 - e. **No Duplicates.** Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or

- returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Items;
- f. **No Loss.** No Subsequent transferees of the Items, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
 - g. **Transactions.** All Checks and business transactions of Customer are, and will be, genuine. All signatures on Checks are authentic and authorized.
 - h. **Rule Compliance.** Customer conducts its business, and submits Checks and Files in compliance with this Agreement, the Procedures, applicable law and the Rules.
 - i. **Computer Virus.** No Files or Checks contain any known computer viruses or other harmful, intrusive or invasive codes.
 - j. **Destruction of Checks.** Customer shall use commercially reasonable means to destroy all Checks after the expiration of the Retention Period.
 - k. **Security Procedures** - Customer shall conduct its operations in accordance with the Security Procedures and accepts responsibility for safeguarding the Scanner and other equipment and Software and providing reasonable physical security measures to ensure that such materials will be restricted to authorized employees of Customer.
12. **Third Parties.** Customer may be using special equipment, services or software provided by a Third Party to assist it in processing Checks and Files hereunder. Customer (i) agrees that any Third Party is acting as Customer's agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Service Description. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall provide at least ten (10) days advance written notice to Bank in the event it uses any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.
13. **Equipment Maintenance.** Customer, at its own expense, shall be solely responsible for obtaining and properly maintaining the Equipment. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so. When Service is terminated, Customer shall return the Equipment in good and operative condition to Bank, excluding ordinary wear and tear resulting from proper use of the Equipment.
14. **Equipment.** Bank shall deliver the Equipment to Customer in operative condition.
- a. Customer shall pay a fee in accordance with the Bank's current fee schedule.
 - b. Customer shall pay all license fees, assessments, and sales, use, property and excise, and/or other taxes hereafter imposed and relating to Customer's use or possession of the Equipment.
 - c. The expense of all repairs, including labor, material, parts and other items, shall be paid by Customer.
 - d. Unless otherwise mutually agreed in writing, Customer shall supply and pay all operators of the Equipment
 - e. BANK, BEING NEITHER THE MANUFACTURER NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE. BANK FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. CUSTOMER AGREES THAT THEY ARE LEASING THE EQUIPMENT IN ITS "AS IS" AND PRESENT CONDITION. BANK SHALL NOT BE LIABLE IN ANY EVENT TO CUSTOMER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY PROVIDED BY THE BANK OR ACCIDENTAL BREAKAGE THEREOF.
 - f. Bank shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
 - g. Bank shall at all times retain ownership and title of the Equipment until Service has been terminated, at which point Customer shall return the Equipment to Bank at Customer's own expense, unless Customer has previously purchased and paid for the Equipment.

- h. No Equipment shall be sublet by Customer, nor shall Customer assign or transfer any interest in this Section without written consent of Bank.

J. WIRE TRANSFER

The Wire Transfer Service ("Wire Services") is provided pursuant to this Agreement and allows Customer to wire funds from an Account as designated by Customer to another recipient's account. The recipient account may be another account held by Customer or a third-party account, and may be with Bank or with domestic third-party financial institutions. Customer may use the Wire Service to initiate one-time wire transfers, semi-repetitive wire transfers and repetitive wire transfers. Customer hereby requests the Bank to provide the Wire Services described in this Agreement, and Customer accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the Services outlined herein. In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code (the "UCC"), and/or the Bank's Deposit Account Agreement, the provisions of this Agreement will prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **Authorization to Accept Wire Transfer Requests.** The Wire Services described herein provide Customer with the capability to Wire funds from specific Accounts to another recipient's account, whether of Customer or a third party, via the Service, or via Direct Batch Transmission. A "Direct Batch Transmission" is a file containing one (1) or multiple wire transfers to be initiated by Customer. Bank is authorized to accept and/or execute Wire Transfer Requests ("Wire Transfer Requests") issued by Customer or by an Authorized User(s) designated in Customer's Cash Management Application and Resolution to the extent such request falls within Customer's wire limit. Any person authorized to access the Service is hereby authorized to execute Wire Transfer Requests and is an Authorized User. Customer may use the Wire Transfer Service to initiate one-time Wire Transfer Requests or to create templates for repetitive transfers, scheduled Wire Transfer Requests and/or future dated Wire Transfer Requests.
2. **Execution and Acceptance of Wire Transfer Requests.** Bank is hereby authorized to honor, execute and accept, within Customer's wire limit, each and every Wire Transfer Request received by it in the name of the Customer as sender and initiated by an Authorized User via the Service. If Bank elects to accept Wire Transfer Requests issued by Customer, Bank will use reasonable efforts to comply with the Wire Transfer Request in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Wire Transfer Request if Bank is not also the beneficiary's bank. Customer will issue the Wire Transfer Request to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank will be entitled to deem any person having knowledge of any security codes or security procedures in order to initiate Wire Transfer Requests under this Agreement to be an Authorized User. Customer agrees that the Bank may establish dollar limits from time to time on the amount of a Wire Transfer Request. The Bank may change the dollar limit in Bank's sole discretion with or without notice to Customer. Customer agrees not to issue a Wire Transfer Request in excess of the limit or as otherwise communicated to Customer by Bank.

Each Wire Transfer Request must include the following information in addition to any information Bank may require for any security procedures: (i) account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the recipient's bank, and (iv) recipient's account name, address and account number of the payee. In the event a Wire Transfer Request describes an account number for the payee that is in a name other than the designated payee, Bank may execute the Wire Transfer Request to the account number so designated notwithstanding such inconsistency.

3. **Security Procedures For Wire Transfer Requests.** In addition to, and without limiting the generality of the Agreement's general security procedures, Customer will comply with the Security Procedures described herein for Wire Transfer Requests issued via the Service, and Customer acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of Wire Transfer Requests. You may reject the commercially reasonable security procedures offered by us and elect to use your own security procedures by indicating your rejection in accordance with procedures prescribed by us. If you reject our Security Procedures, you hereby acknowledge that we first offered to you a commercially reasonable security procedure. We may, at our option, refuse to accept your security procedures, in which case, we will refuse to accept

Wire Transfers initiated by you. You acknowledge and understand that selecting security procedures other than our Security Procedures may substantially increase your risk of loss. By rejecting any of our Security Procedures, you are refusing our Security Procedure and request us to follow your selected security procedure. IF YOU REJECT ANY OF OUR SECURITY PROCEDURES, YOU HEREBY AGREE TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN YOUR NAME AND ACCEPTED BY US IN COMPLIANCE WITH YOUR SELECTED SECURITY PROCEDURES. You acknowledge and agree that you will be bound by any and all Wire Transfer Requests effected through the use of such of our Security Procedures or your selected security procedures, whether authorized or unauthorized, and by any and all Wire Transfer Requests otherwise initiated by Authorized Users, to the fullest extent allowed by law. You acknowledge that the Security Procedures are designed to verify the authenticity of Wire Transfer Requests and other wire transfer communications that we receive. You further acknowledge and agree that the Security Procedures are not designed to detect errors in Wire Transfer Requests made through the service and that you bear responsibility for detecting and preventing such errors. As a result, you agree that we have no liability for failing to detect any error or duplication in any Wire Transfer Request or other funds transfer communications that we receive.

- 3.1 Authorized users must acknowledge receipt of such security items prior to using them. Customers who initiate Wire Transfer Request via the Service will have an Authorized Customer Administrator assign security items to Authorized User. Wire Transfer Requests will not be accepted or transmitted unless initiated by an Authorized Customer Administrator or Authorized User with proper security procedures. Authority to initiate Wire Transfer Requests shall be conclusively presumed if the person initiating the Wire Transfer Request uses the security items assigned by Bank to Customer regardless of whether the person is in fact an Authorized User. Customer agrees to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to Authorized User(s). Customer agrees to instruct each Authorized User not to disclose or provide any Security Procedures to any unauthorized person and not to share the Security Procedure with any other Authorized User. Customer will have responsibility to ensure the proper implementation and use of the Security Procedures by Authorized User(s). Customer agrees to notify Bank immediately if Customer believes that any Security Procedure has been stolen, compromised, or otherwise becomes known to persons other than Authorized User(s), or if Customer believes that any Wire Transfer Request or activity is unauthorized or in error. In the event of any actual or threatened breach of security, the Bank may establish new Security Procedures as soon as reasonably practicable, but Bank will not be liable to Customer or any third party for any delay in taking such actions.
- 3.2 Following the receipt by Bank of a Wire Transfer Request, Bank reserves the right (but shall not be obligated) to attempt to further verify any such Wire Transfer Request by (i) a subsequent telephone call to an Authorized User, (ii) where there is more than one Authorized User, by calling an individual other than the Authorized User who initiated the Wire Transfer Request, or (iii) any other means Bank may deem appropriate. However, Bank's failure to further verify any such Wire Transfer Request by means of a return telephone call shall not be evidence of any failure on the part of Bank to act in good faith or in a commercially reasonable manner. Bank shall not be liable for its refusal to honor any Wire Transfer Request or related act if Bank, in good faith, is unable to satisfy itself that the Wire Transfer Request is given by an Authorized User and/or all of Bank's security requirements have been met.
- 3.3 Customer agrees to notify Bank immediately if the authority of any Authorized User, will change or be revoked.
- 3.4 Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time and from time to time in the Bank's sole discretion. The Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that the Bank may make any change in Security Procedures without advance notice to Customer if the Bank, in its sole judgment and discretion, believes such change to be necessary or desirable to protect the security of the Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures will constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

4. Physical Security.

- 4.1 Customer is solely responsible for providing for and maintaining the physical, procedural, and administrative security of data in Customer's possession or under Customer's control.
- 4.2 Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate an Authorized User as to the risks of fraud and to train these people to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify account numbers, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its agents and employees will respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.
- 4.3 In the event of a breach of a Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance will include, but will not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or any device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank will be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

5. **Settlement.** The Bank is not obligated by this Agreement to honor, execute, or accept any Wire Transfer Request. If Bank elects to accept Wire Transfer Requests issued by Customer, Customer agrees to settle for all Wire Transfer Requests issued by Customer or an Authorized User(s) or Wire Transfer Requests otherwise made effective against Customer. Settlement will be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Customer ("Authorized Account") as settlement for Wire Transfer Requests issued by Customer. Any account to which Customer has access to via the Service is also an Authorized Account. Customer will maintain sufficient collected funds in the Authorized Account to settle for the Wire Transfer Request at the time that the Wire Transfer Request is issued. Bank may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Customer will promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor will it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if Bank accepts the Wire Transfer Request and the designated Authorized Account does not have sufficient balances to settle the Wire Transfer Request. Bank may process Wire Transfer Requests in any order convenient to Bank and Bank may charge items, including settlement for Wire Transfer Requests, in any order or sequence selected by Bank. In addition, Wire Transfer Requests may be sent through intermediary banks which may also charge a fee for processing the Wire Transfer. Customer authorizes Bank to instruct any intermediary bank to deduct its fees or charges, if any, from the amount from which the funds transfer originated. The foregoing payment obligations will survive termination of the Agreement.
6. **Issuance of Wire Transfer Requests.** Wire Transfer Requests may only be executed on a Business Day. Wire Transfer Requests received before the cut-off time established by Bank will be processed on the same Business Day. The cut-off time is currently 3:00 p.m., and subject to change in the Bank's sole discretion. Wire Transfer Requests received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The wire transfer cut-off time may be obtained by contacting the Bank. Customer acknowledges that the Bank will have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and will have

the right to reject any Wire Transfer Request that does not identify the account number of the beneficiary and the identifying number of the beneficiary's bank. Bank may, at its option, record electronically all telephonic instructions received by Bank from Customer without further notification and may retain such recordings for any period of time selected by Bank. Customer consents to the recording of such telephone conversations and acknowledges that such recordings are for the sole use and benefit of the Bank. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

7. **Errors in Wire Transfer Requests.** Customer agrees that the Bank will have no obligation to discover errors in Wire Transfer Requests and will not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Wire Transfer Request. Bank will likewise have no duty to detect, revise or confirm any Customer errors in the Wire Transfer Request. Bank shall have no liability to Customer for Customer errors in Wire Transfer Requests. In the event that Customer makes an error or issues a duplicate Wire Transfer Request, Customer will indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the wire transfer.
8. **Use of Account Numbers.** The Customer is notified, and hereby acknowledges, that in executing or otherwise acting on a Wire Transfer Request the Bank will rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and will not rely on the name of the beneficiary. Likewise, acceptance of a Wire Transfer Request may be made by a beneficiary's bank on the basis of an identifying bank account number even if it identifies a person different from the named beneficiary. Customer is liable for and must settle with Bank for any Wire Transfer Request initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank will have no duty to detect any inconsistency between the name and number contained in a Wire Transfer Request and the Customer will be responsible for any inconsistencies. If Customer identifies an intermediary bank or beneficiary bank by identifying number, Bank and any subsequent intermediary banks may rely on the number as the proper identification of the intermediary or beneficiary's bank even if it identifies a person different from the bank identified by name. Customer will indemnify and hold the Bank harmless from and against any loss, liability, expense, or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.
9. **Amendments and Cancellations.**
 - 9.1 A Wire Transfer Request may be canceled by the Customer, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner, based on the method of issuance of the Wire Transfer Request, affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Wire Transfer Request.
 - 9.2 The Bank is not obligated to amend or cancel a Wire Transfer Request after acceptance, but if in Bank's sole discretion, it agrees with Customer to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Bank shall use commercially reasonable efforts to effectuate Customer's wishes unless Bank in good faith believes such efforts to be futile. Any cancellation of a Wire Transfer Request by the Bank will relieve the Bank of any obligation to act on such Wire Transfer Request and any amendment of a Wire Transfer Request by the Bank will relieve the Bank of any obligation to act on such Wire Transfer Request in its un-amended form. Bank makes no representations or warranties as to its ability to cancel, return or amend a Wire Transfer Request previously received by Bank. Bank shall have no liability to Customer for Bank's failure to effectuate any requested amendment, return or cancellation of any Wire Transfer Request.
 - 9.3 Customer acknowledges and agrees that after a Wire Transfer Request has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank will be under no obligation to do so. If the funds are returned by the beneficiary's bank, the Bank will return the funds to you. The amount returned may be less than the amount originally transferred because of service, currency conversion and other charges of the Bank, any intermediary bank, or the beneficiary's bank. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover

the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurances reasonably requested by the Bank, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, will the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

10. **Rejection of Wire Transfer Request.** Customer agrees that Bank has no obligation to accept a Wire Transfer Request and therefore may reject any Wire Transfer Request issued by Customer. Bank has no obligation to notify Customer of the rejection of the Wire Transfer Request issued by Customer, but the Bank may so notify at its option. Bank will have no liability to Customer for rejection of a Wire Transfer Request and will not be liable to pay interest to Customer even if the amount of Customer's Wire Transfer Request is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

11. **Use of Correspondents, Agents, and Systems.**

- 11.1 The Customer agrees that in executing any Wire Transfer Request the Bank may make use of such correspondents, agents and Wire Transfer Request and communication systems as it deems necessary or desirable to execute such Wire Transfer Request. In executing such transfers, the Bank shall use whatever funds transfer system, communications system, and intermediary bank is designated by the Customer, except where the Bank in good faith concludes that use of such Wire transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case the Bank shall use such of the Wire transfer systems and communications systems in which the Bank participates, and such intermediaries, agents or sub-agents as Bank determines to be appropriate. To the fullest extent permitted by law (a) such correspondents, agents and systems will be deemed to be agents of the Customer and the Bank will not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank will not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Wire Transfer Request by such correspondents, agents and Wire Transfer Request and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Wire Transfer Request and communication systems, all such risk being borne by the Customer.

- 11.2 Each Wire Transfer Request, amendment or cancellation thereof, carried out through a wire transfer system will be governed by all applicable wire transfer system rules, whether or not the Bank is a member of the system. Any Wire Transfer Request or cancellation thereof may be transmitted by any bank by use of the wire transfer system of the Federal Reserve Bank ("Fedwire") or other funds transfer system selected by Bank in its sole discretion. The rights and obligations of the Bank and the Customer with respect to any Wire Transfer Request, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Customer acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Wire Transfer Request is subject to the laws, regulations, circulars, and rules described in this Section 11.2.

12. **Compliance with Laws.** Customer agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use the Wire Transfer Service described herein. The Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any Wire Transfer Request is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank will not complete the transfer and will "block" the funds until such time that OFAC issues a written release to the Bank.

13. **Confirmations and Duty to Report Errors.** For users of the Service, a confirmation stating (i) the date and amount of the Wire Transfer Request and (ii) the recipient bank and recipient account or third party to which the Wire Transfer Request was made will be made available within the Service on the same day such Transfer is executed. Bank may also deliver a confirmation to Customer at the email address, telephone number or other communications system specified by Customer. Customer will examine upon receipt, but in no event later than 5 calendar days after receipt, any Statement or Confirmation (whichever first occurs) and notify Bank of errors, if any. Bank, upon request, will provide Customer with such additional information known to Bank with respect to the Wire Transfer Request as

Customer may reasonably request. Failure to notify Bank of any error within such 5-day time period will relieve Bank of all liability for the Transfers reflected in such Statement or Confirmation. The Bank will have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Wire Transfer Request referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action will be brought by Customer against Bank to recover such loss or damage, unless (a) Customer has given the written notice as provided for herein, and (b) such legal proceeding or action will be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

14. **International Wire Transfers.** If permitted by Bank, Customer may send a Transfer to a beneficiary located in a foreign country. Wire Transfer Requests for the transfer of U.S. Dollars shall be paid in U.S. Dollars and transferred to a beneficiary located in the United States. If funds are transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency, at that bank's buying rate of exchange for wire transfers. Refunds of U.S. Dollar order shall be in the U.S. Dollar amounts. Refunds of foreign currency orders shall be in the amount of U.S. Dollars that can be bought for the foreign currency amount at Bank's then current rate of exchange. In no event shall Bank be liable for any losses resulting from fluctuation in foreign exchange rates or in impairment or destruction of foreign currency or from any delays in processing transactions, unless otherwise required by law. In the event that Bank is required to reconvert the amount of a Payment Order from the foreign currency back to U.S. Dollars due to Customer's cancellation, inability to apply the converted payment, or requirement or rejection by the beneficiary bank for any reason (e.g., account closed, account name does not match beneficiary name, or otherwise unable to apply the converted payment), Customer shall be responsible for any losses associated with such reconversion. In the event that Bank converts the currency of a Transfer to a foreign currency matching the local currency for the location of beneficiary's account, and the beneficiary requests reconversion, Bank shall be responsible for any costs of reconversion and Customer agrees that Bank shall resend the Wire Transfer Request in the original currency.
15. **Customer Cooperation.** In the event that the Bank is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a wire transfer made to such beneficiary hereunder, Customer will upon the Bank's request but without expense to the Bank testify in any legal proceedings and otherwise take any action necessary to assist or enable Bank to recover from such beneficiary. Customer hereby consents to the Bank's disclosure to government authorities of information concerning the Customer and transactions under this Agreement that the Bank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.
16. **Furnishing Information.** Upon request the Customer will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Wire Transfer Requests, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

17. Bank Liability

17.1 **Liability for Delay.** If a Wire Transfer Request is completed but Bank is found to be grossly negligent in the delay in the execution of any Wire Transfer Request, the Bank's compensation (to either Customer or the recipient account at the option of Customer) for such delay is at the Bank's sole and exclusive discretion and can be in the form of an account adjustment, back value of payment, compensating balances if the Customer is on Account Analysis, or as an interest compensation at the Bank's determined rate, excluding consequential damages, for the period of delay, such payment to be the full extent of Bank's liability in connection therewith.

17.2 **Liability for Improper Execution.** If a Wire Transfer Request is completed but Bank issued its own request with the wrong terms (other than the amount), Bank shall be liable to Customer for its actual loss, if any, limited in accordance with the following sentence. Any loss shall be limited to (i) Customer's expenses (being defined as the fee charged by Bank for the Wire Transfer Request), (ii) refund of any bank fees the Customer may incur due to the improper execution if applicable and proof is submitted to Bank. Compensation for improper execution, will be at the Bank's sole and exclusive discretion, and can be in the form of an account adjustment, back value of payment, compensating balances if the Customer is on Account Analysis, or as an interest compensation at the Bank's determined rate, excluding consequential damages.

- 17.3 Liability for Failure to Execute Wire Transfer Request. If Bank fails to execute an accepted Wire Transfer Request, Bank shall be liable to Customer for its actual loss, if any, limited in accordance with the following sentence. Any loss shall be limited to (i) Customer's expenses in the Wire Transfer Request, and (ii) refund of any bank fees the Customer may incur due to the failure to execute the Wire Transfer Request if applicable and proof is submitted to Bank. Compensation for failure to execute Wire Transfer Request, will be at the Bank's sole and exclusive discretion, and can be in the form of an account adjustment, back value of payment, compensating balances if the Customer is on Account Analysis, or as an interest compensation at the Bank's determined rate, excluding consequential damages.
- 17.4 Liability for Errors in Amounts. If Bank executes Customer's Wire Transfer Request for an amount less than the amount designated by Customer, Bank shall promptly correct its error by issuing another Wire Transfer Request for the amount of the shortfall after notification to Bank by the Customer. If Bank executes Customer's Wire Transfer Request for an amount greater than the amount designated by Customer or if Bank erroneously executes the same Wire Transfer Request on multiple occasions, then Bank shall be liable to Customer for (i) Customer's actual loss not to exceed the principal amount of funds Bank is unable to recover, (ii) plus refund of any bank fees Customer may incur due to the error on the Wire Transfer Request if applicable and proof is submitted to Bank. Compensation for the error on the Wire Transfer Request will be at the Bank's sole and exclusive discretion and can be in the form of an account adjustment, back value of payment, compensating balances if the Customer is on Account Analysis, or as an interest compensation at the Bank's determined rate to the date of refund, excluding consequential damages. Wire Transfer Requests that are increased or reduced in amount to cover other bank service charges do not constitute errors in amounts compensable under this subparagraph.
- 17.5 Liability for incomplete Wire Transfer Request. If Bank accepts the Wire Transfer Request and payment to the Recipient Account is never completed and the failure to complete the Wire Transfer Request is the result of the gross negligence on the part of Bank, then Bank shall be liable to Customer for Customer's actual loss not to exceed the amount of funds Bank is unable to recover plus refund of any bank fees the Customer may incur due to the incomplete Wire Transfer Request if applicable and proof is submitted to Bank. Compensation for the incomplete Wire Transfer Request will be at the Bank's sole and exclusive discretion and can be in the form of an account adjustment, back value of payment, compensating balances if the Customer is on Account Analysis, or as an interest compensation at the Bank's determined rate to the date of refund, excluding consequential damages.
- 17.6 Liability for Other Cases. Bank's liability for other cases not provided for in this Section shall be determined under the applicable provisions of Subpart B of Federal Reserve Regulation J or Article 4A of the Uniform Commercial Code.
- 17.7 Liability for Acts or Omissions of Others. Bank shall not be liable to Customer, any beneficiary or to any third party for any error delay, insolvency, neglect, misconduct, mistake or default of any other bank, person or entity other than Bank's Vendors.

K. ZELLE SMALL BUSINESS

This Zelle® and Other Payment Services Terms of Service document (hereinafter "Agreement") is a contract between you and Northfield Bank (hereinafter "we", "us" or "our") in connection with the Zelle® and Other Payment Services (as defined below) offered through our digital banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered.

1. Description of Services.

- a. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below ("Zelle" Payment Service," as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD

NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

- b. In addition to the Zelle® Payment Service, we provide other payment services under this Agreement. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. These payment services are referred to as “Other Payment Services” in this Agreement. The term “Zelle® and Other Payment Services” means the Zelle® Payment Service and the Other Payment Services.
- c. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

2. Payment Authorization and Payment Remittance.

- a. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 20 (Prohibited Payments), you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.
- b. This Section 2(b) does not apply to small business Users enrolled in the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. To be eligible to enroll for the Zelle® and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and are not a minor; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S.

mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®. If you enroll for the Zelle® Payment Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Service and must meet the requirements described herein.

- d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle® tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - a. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - b. The Zelle® and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - c. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below;
 - d. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address, Zelle® tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a

reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you initiate sending money using Zelle® and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided in Section 3(f) below) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle® tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 29 (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle® profile. Neither we nor Zelle® have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any

earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. For Zelle® Payment Service payments, as to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments; Money Transfers by Network Financial Institutions.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive requests for money, from others through the Zelle® Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that

is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

6. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days after contacting Northfield Bank, at 833-301-NFBK (6325) or customerservice@enorthfield.com, or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled by us fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Service Providers. We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Services pursuant to Section 41 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of this Agreement.

8. Amendments. We may amend this Agreement and any applicable fees and charges for the Zelle® and Other Payment Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle® and Other Payment Services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Zelle® and Other Payment Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Zelle® and Other Payment Services, and/or related applications and material, and limit access to only the Zelle® and Other Payment Services' more recent revisions, updates, upgrades or enhancements.

9. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Zelle® and Other Payment Services. We do not have control of, or liability for, any products or services that are paid for with our Zelle® and Other Payment Services. We also do not guarantee the identity of any user of the Zelle® and Other Payment Services (including but not limited to recipients to whom you send payments).

10. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. This Agreement shall be binding upon and effective for the benefit of the parties hereto and their respective legal representatives, permitted successors, and permitted assigns. This

Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against us or you hereunder.

11. Notices to Us Regarding the Zelle® and Other Payment Services. Except as otherwise stated below, notice to us concerning the Site or the Zelle® and Other Payment Services must be sent by postal mail to:

Northfield Bank
581 Main Street, Suite 810
Woodbridge, NJ 07095
Attn: Digital Banking

We may also be reached at 833-301-NFBK (6325) for questions and other purposes concerning the Zelle® and Other Payment Services. We will act on your telephone calls as described below in Section 29 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

12. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Zelle® and Other Payment Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Zelle® and Other Payment Services setup or customer profile. For example, users of the Zelle® and Other Payment Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. We reserve the right to terminate your use of the Zelle® and Other Payment Services if you withdraw your consent to receive electronic communications.

13. Consent to Emails and Automated Text Messages. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information. By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us for the Zelle® and Other Payment Services, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment Services, send HELP to 767666 or contact our customer service at 833-301-NFBK (6325). You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

- g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

14. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as a request for money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 25 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

15. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

16. Returned Payments. In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

17. Receipts and Transaction History. You may view your transaction history by logging into the Zelle® and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle® and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle® and Other Payment Services through our Site or are enrolled for the Zelle® Payment Service through the Zelle® stand-alone application.

18. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy found at <https://www.enorthfield.com/privacy-policy> in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our Privacy Policy may not apply to certain business accounts.

19. Privacy of Others. If you receive information about another person through the Zelle® and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Services.

20. Prohibited Payments. The following types of payments are prohibited through the Zelle® and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 21 below; and
- d. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

21. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications

you send through the Zelle® and Other Payment Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Zelle® and Other Payment Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle® and Other Payment Services, or interfere or attempt to interfere, with the Site or the Zelle® and Other Payment Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

22. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Services. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle® and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

23. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Northfield Bank in the manner set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE® PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

24. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

25. Failed or Returned Payment Instructions. In using the Zelle® and Other Payment Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances

will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your Account Agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

26. Information Authorization. Your enrollment in the Zelle® and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle® and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Zelle® and Other Payment Services, to authenticate you when you log in, to send you information about the Zelle® and Other Payment Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle® and Other Payment Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Zelle® and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle® and Other Payment Services. The following provisions in this Section apply to certain Zelle® and Other Payment Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

27. Consent to Share Personal Information (Including Account Information). In addition to Section 26 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, as permitted by the applicable terms of our Privacy Policy found at <https://www.enorthfield.com/privacy-policy>.

28. Service Termination, Cancellation, or Suspension. If you wish to cancel the Zelle® and Other Payment Services, you may contact us as set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle® and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

29. Errors, Questions, and Complaints. The provisions of this Section apply only to Eligible Transaction Accounts that are established primarily for personal, family, or household purposes. In case of errors or questions about your electronic transactions, you should notify us as soon as possible as set forth in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above or telephone us at 833-301-NFBK (6325) during customer service hours. For additional information on your rights and responsibilities in relation to Electronic Funds Transfers, please refer to the Electronic Funds Transfer disclosure received at account opening

30. Intellectual Property. All other marks and logos related to the Zelle® and Other Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Zelle® and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle® and Other Payment Services, the portion of the Site through which the Zelle® and Other Payment Services are offered, the technology related to the Site and Zelle® and Other Payment Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Zelle® and Other Payment Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

31. Password and Security. If you are issued or create any password or other credentials to access the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. See also Section 23 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

32. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Zelle® and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Zelle® and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section 32 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

33. Arbitration; Class Action Waiver. You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce as third-party beneficiaries the Arbitration and Waiver of Class Action terms under your Account Agreement with us.

34. Law and Forum for Disputes. [Intentionally omitted]

35. Wireless Operator Data. In addition to Section 26 (Information Authorization), you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Services. By using the Zelle® Payment Service, you authorize your wireless carrier (to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.Zelle®pay.com/privacy-policy> for how it treats your data. Please review our

Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

36. Content Standards; Zelle® Tags

- a. **Content Standards:** You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- b. **Although neither we nor Zelle®** have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
- c. **The Zelle® Payment Service** may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your "Zelle® tag." Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

37 Liability. Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service.

38. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Zelle® and Other Payments Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

39. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

40. Disclaimer of Warranties. THE SITE AND ZELLE® AND OTHER PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN

PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ZELLE® AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

41. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE® AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE® AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE® AND OTHER PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE® AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE® AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

42. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

43. Use of Our Online Banking Site and/or Mobile App. You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

44. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered and

supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 7, 10-12, 19, 24, 25, 30, 32-34 and 37-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

45. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Zelle® and Other Payment Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Zelle® and Other Payment Services.
- d. "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- e. "Payment Instruction" is the information provided for a payment to be made under the Zelle® and Other Payment Services, which may be further defined and described above in connection with the Zelle® and Other Payment Services.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- h. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- i. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- j. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Zelle® and Other Payment Services to you on our behalf.
- k. "Zelle® Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send requests for money through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of "Zelle® Payment Service".

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

SECTION III: DIGITAL CASH MANAGEMENT CUSTOMER RESOLUTION

The undersigned is an authorized signer fully empowered and authorized to act and make representations on behalf of the Customer described in the Digital Cash Management Master Agreement to which this Digital Cash Management Customer Resolution ("Cash Management Resolution") is attached.

WHEREAS, Customer desires to utilize certain Digital Cash Management Services ("Services") offered by Northfield Bank ("Bank") which requires the execution of this Cash Management Resolution to supplement the Account Agreement executed previously by Customer and currently on file with Bank; and

WHEREAS, Customer agrees to execute and abide by the terms and conditions of this Cash Management Resolution in addition to the Account Agreement and Digital Cash Management Master Agreement,

NOW, THEREFORE, CUSTOMER HEREBY FURTHER RESOLVES, AS FOLLOWS:

Customer hereby requests and authorizes Bank to enroll the Customer accounts listed in this agreement in the Services selected;

Customer represents and warrants that this Cash Management Resolution has been executed by a duly authorized signer of Customer and that the use of and/or performance of any selected Services will not violate any provision of any of Customer's existing resolutions;

Customer acknowledges that Bank reserves the right to charge fees for the selected Services as per the Bank's fee schedules, which fees may be amended from time to time;

Customer authorizes Bank to obtain any and all reports, including but not limited to credit reports, and to conduct any and all investigations, including but not limited to background investigations, on Customer and on each authorized signer listed in the Signature Card, and/or Business Resolution (each an "Authorized Representative"). Customer hereby authorizes any person or credit reporting agency to give Bank any information it has on each Authorized Representative. Customer has the right to ask for the name and address of the credit reporting agency that gave Bank the credit report. Customer hereby authorizes Bank, at any time in the future, to obtain additional credit reports and/or conduct additional investigations on Customer and on each Authorized Representative. All information obtained by the Bank is and will remain Bank property;

Customer agrees to timely notify Bank and complete the execution of a revised Digital Cash Management Application and Cash Management Resolution, as may be applicable, in the event any information set forth therein or herein shall become inaccurate, incomplete, or incorrect in any material respect;

Customer acknowledges that for Customer to enroll in the Services selected in the Digital Cash Management Application, Customer must designate to Bank at least one individual to act as the administrator for Customer ("Authorized Customer Administrator") for the selected Services, such person initially being the signer of this Cash Management Resolution, which person shall have full and complete authority and responsibility for (i) establishing user access, user credentials, user permissions and user deactivations for the selected Services by Customer, (ii) designating other persons as users to access and utilize the Services in the capacity as a user (each, an "Authorized User") with or without Authorized Customer Administrator privileges (if and to the extent additional Authorized Customer Administrators are permitted); and (iii) periodically certifying the referenced accounts and transactional parameters to Customer;

The Bank may rely solely upon any and all actions taken by the Authorized Customer Administrator (in the event there is more than one Authorized Customer Administrator, any one of them acting alone may bind Customer) or any designee of Authorized Customer Administrator and that such actions will not violate any provision of any of Customer's existing resolutions, and that Customer shall not change Authorized Customer Administrator without delivering to Bank a new Cash Management Resolution; and

That Customer acknowledges that any Authorized Customer Administrator's digital profile may have accounts of any other persons and therefore the Authorized Customer Administrator and any of his/her designated users may have viewing and transactional authority on all such accounts, that the Authorized Customer Administrator shall use common Security Items (as defined in the Agreement) for the Services for all linked Accounts, and, without limiting the foregoing, any such linkage initiated by an Authorized Customer Administrator is done at Customer's sole risk and that of the other person (and not of the Bank).

Duration of Authority. The authority conferred hereby shall continue in full force and effect until written notice of modification or revocation of this Cash Management Resolution sent in the manner required for notices as set forth in the Agreement shall be received by Bank at the location designated for notice and reasonable time provided for Bank to act thereon. Bank shall be protected in acting upon any form of written notice which it in good faith believes to be genuine.

Multiple Signatures. Customer acknowledges and agrees that any requirement for the signature of more than one Authorized Representative on behalf of Customer in these or any other resolutions, signature card or other Bank documentation constitutes a statement of Customer's internal policy only. Customer agrees that Bank assumes no responsibility for the initiation of any transaction of any type in any account which bears the signature or equivalent authorization of a single Authorized Representative. The Bank shall have no obligation to monitor or review signatures on checks drawn on an account or on transactions initiated via debit card, electronic debit, electronic payment, wire transfer, or ACH entry, or other withdrawal of funds by computer, electronic or other technologic means and shall have no liability in connection therewith.

Effect on Prior Resolutions. This Cash Management Resolution is intended to supplement the Business Resolution executed previously by Customer and currently on file with Bank. To the extent that the terms of this Cash Management Resolution may be inconsistent with the terms of the Banking Resolution the account agreement, the signature card, and any other agreement pertaining to the Account (collectively, the "Account Agreements"), the terms of the Cash Management Resolution will govern and control with respect to the Services contemplated herein and the Account Agreements will otherwise remain in effect.

Effect on Prior Acts. The authorized signer(s) of Customer are, and each acting alone is, hereby authorized and directed to take such further action as may be necessary, appropriate or advisable to implement this Cash Management Resolution and any such prior actions of the authorized signer(s), and the Authorized Customer Administrator and all Authorized Representatives, are hereby ratified.

Electronic Signature. If Customer signs this Digital Cash Management Application and Resolution electronically, Customer understands and agrees that its electronic signature, if associated with an electronic version of the Agreement, has the same effect and validity as if Customer had physically signed a paper version and delivered it to Northfield Bank. Customer agrees to the method of authentication Northfield Bank selects for electronic signatures and records. If Customer signs electronically, Customer agrees that it is signing this Agreement with the present intention of adopting and accepting this method of authentication to signify Customer's acceptance of and agreement to the terms and conditions of the Agreement, as if Customer has affixed its physical signature to this Agreement.

| | |
|--|------------------------|
| Customer Legal Business Name ("Customer" or "Applicant") | |
| | |
| Contact Name | Contact Title |
| | |
| Address | |
| | |
| Tax ID Number | Business Email Address |
| | |

CERTIFICATION OF AUTHORITY

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have hereunto set my hand this ____day of _____, 20__.

By: _____
(Authorized Customer Administrator) *

Name: _____

Title: _____

*To be signed by an authorized signer listed on the Signature Card or Business Resolution executed previously by Customer and currently on file with Bank.