

**HOME FEDERAL BANK
OF
HOLLYWOOD**

**Account Agreement
Terms
and
Conditions**

1. ACCOUNT AGREEMENT

Welcome to Home Federal Bank of Hollywood. We believe that our success is driven by serving the needs of our customers in a friendly, efficient, and highly personal matter. Exceeding our customers' expectations is in the center of everything we do.

We appreciate your business and the opportunity to serve your financial needs. Thank you for banking with Home Federal Bank of Hollywood.

This document provides the terms and conditions of the Account Agreement ("Agreement") governing your Account(s) at Home Federal Bank of Hollywood ("HFB"), as well as the products and services that we may provide to you from time to time. In consideration for opening or maintaining Account(s) at HFB, you (jointly and severally, if more than one), agree and covenant(s) with HFB as follows

2. Definitions

When used throughout this Agreement, the following terms shall have the indicated meanings:

- "Account(s)" means any and all Account(s) or deposit(s) maintained by Customer with HFB from time to time.
- "Account Application" means the Account opening application, as amended from time to time, you have delivered to HFB to establish your Account(s).
- "Authorized Person(s)" means any individual whose signature appears on the signature card(s) of an Account and any individual that you have designated to HFB in writing to have a power-of-attorney in an Account in conformance with Paragraph 40 of this Agreement.
- "ATM" means an automated teller machine.
- "HFB," "we," "us," "our," or "ours" shall mean Home Federal Bank of Hollywood.
- "Banking Day" means Monday through Friday. The following days are not banking Days: Sundays, Saturdays, holidays, and any other day financial institutions in Miami, Florida, U.S. are not open for business.
- "Banking Hours" means 9:00 a.m. ET to 4:00 p.m. ET during a Banking Day.
- "HFB Office" means the main office or any branch office of HFB in Hallandale, Broward County, Florida, U.S.
- "Customer," "you," "your," and "yours" shall mean the owner or joint owners of any of the Account(s) referred to herein.
- "Products, Services & Fee Schedule" means the Products, Services and Fee Schedule made available by HFB at www.homefed.bank, as the same may be amended from time to time.
- "Debit/ATM Card" means any ATM card, debit card, check card, or other card (including the number on that card), under any name or brand, that at your request we issue to you or activate for access to or for transactions with respect to an Account.
- "Debit/ATM Card Agreement" means the agreement and/or disclosure statement that governs the use of your Debit/ATM Card.
- "HFB Online" means the internet banking services offered by HFB from time to time available at www.homefed.bank.
- "Online Banking Agreement" means the terms and conditions governing your use of HFB Online.
- "Parties" means HFB and the Customer.
- "United States" or "U.S." means the United States of America, its territories, and the commonwealth of Puerto Rico.

3. Information/Documentation on Identity and Source of Funds

You shall promptly provide us with such information/documentation as we may require, at our sole discretion and from time to time, on any of your Account(s) in order to establish and verify: (a) your identity and that of any Authorized Person for the Account; (b) the identity of any nominal or beneficial owner of an Account; (c) the source of any funds deposited in an Account; and (d) any transaction/activity passing through an Account. You shall also promptly provide us with all information and/or documentation as we may require, at our sole discretion and from time to time, to satisfy our obligations in connection with customer due diligence requirements or our policies and procedures.

You understand and acknowledge that we are required under applicable law and our own policies and procedures to take steps to combat the use of our products, services, and facilities in furtherance of money laundering, terrorism, and other illegal activities. To that end, you represent, warrant, and covenant that: (a) all funds now or hereafter deposited in the Account(s) shall have a lawful source and originate from lawful activities; and (b) you shall not conduct or initiate any transaction in or through the Account(s) or HFB that is unlawful under the laws of the United States, the State of Florida, or any other jurisdiction the laws of which are applicable to such transaction.

4. Compliance with Applicable Laws

You agree to comply with, and assist us in our compliance with, all laws and regulations of the State of Florida and the United States applicable to the transactions and activities processed through the Account(s) opened and maintained by you with HFB, including but not limited to, the Bank Secrecy Act (12 U.S.C. §1829b, 12 U.S.C. §§1951-1959, and 31 U.S.C. §5311, et seq.), USA PATRIOT Act, the Trading with the Enemy Act (12 U.S.C. §95), the International Emergency Economic Powers Act (50 U.S.C. §1701-1707), their respective implementing regulations and any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by Office of Foreign Assets Control ("OFAC") or the U.S. Department of State.

Should you discover or become aware of any violations of laws or regulations applicable to the transactions and activities passing through the Account(s), you shall promptly notify HFB thereof in writing. In the event that HFB discovers or receives information indicating that the source of funds in any of the Accounts or that any transaction conducted through HFB or any of the Accounts may be unlawful, HFB may, in its sole discretion, block or freeze the Accounts until the matter is clarified to HFB's total satisfaction and take any other action permitted by applicable law.

You shall not permit, directly or indirectly, any payment into your Account(s) or any payment from your Account(s), with regards to any transaction with a country (including, but not limited to Cuba), entity or individual that may be subject to any sanction or embargo administered, enforced, or imposed by OFAC and/or any federal or state law (collectively, the "Applicable Restrictions"). Therefore, if a transaction has any relationship, directly or indirectly, with a country, entity or individual that may be subject of any such Applicable Restrictions, the transaction cannot be processed in or through your Account(s), in addition, no proceeds from such transaction may be paid into your Account(s), whether or not such transaction is evidenced by an invoice, bill of lading, or other document bearing reference to such a country, entity or individual. This includes transactions of transshipment through any country affected by any Applicable Restrictions.

5. Controlling Language

English is the controlling language of our relationship with you. Items you write, such as checks or withdrawal slips, must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

6. Authorized Signature(s)

You confirm that the signature(s) appearing on the signature card(s) delivered to HFB on an Account

is/are the genuine signature(s) of the person(s) indicated. Unless otherwise specified in the signature card(s) delivered to HFB, we are expressly authorized, without limitation, and at our sole and absolute discretion, to recognize and rely upon the signature of any Authorized Person of an Account in connection with any payment or withdrawal of funds or the transaction of any other activity with respect to such Account, including without limitation, any changes in the title of the Account or change of authorized signatures or any release, disclosure and/or production of information, documents and/or records relating to such Account. HFB is authorized, at its sole discretion, to honor any item drawn or endorsed by any Authorized Person even though the signature thereon does not correspond exactly with the Authorized Person's specimen signature; however, HFB is not obligated to honor any item drawn or endorsed by an Authorized Person unless the signature corresponds exactly with the Authorized Person's specimen signature. HFB is further authorized, at its sole and absolute discretion, to require the signatures of all Authorized Persons of an Account in order to honor the transaction of any activity with respect to the Account. HFB is further authorized to honor as genuine the signature or purported facsimile signature of any Authorized Person.

You agree that for a period of no less than five (5) Banking Days after HFB receives written notification of any modification of an Account, including the change or revocation of Authorized Persons, HFB shall continue to be authorized to honor any items or instruments bearing the signature of any previously named Authorized Persons on the Account. In any case, HFB shall not be obligated to accept changes in Authorized Persons on an Account until HFB shall first have received an appropriately executed resolution or other written document revoking or modifying authorizations as well as appropriate signature cards duly completed and signed by all new Authorized Persons on the Account we may, at our discretion, require the closing of an Account and the opening of a new Account in the event any Customer requests a change in the title of an Account or a change as to any Authorized Person.

7. Truth-in-Savings Disclosure regarding Account Terms (for consumer account holders residing in the U.S.)

We offer the following types of Accounts subject to the restrictions, limitations, and applicable fees specified herein, which we reserve the right, at our discretion, to change from time to time:

7.1 HFB Checking Account

- 7.1.1. The interest rate on your Account is _____% with an annual percentage yield of _____%.
- 7.1.2. Rate Information: Your interest rate and annual percentage yield may change.
- 7.1.3. Frequency of rate changes: We may change the interest rate on your HFB Checking Account at any time.
- 7.1.4. Determination of rate: At our discretion, we may change the interest rate on your HFB Checking Account at any time.
- 7.1.5. Crediting frequency: Interest will be compounded every day. Interest will be credited to your HFB Checking Account every month.
- 7.1.6. Minimum opening balance: A minimum deposit of \$100.00 is required to open an HFB Checking Account ("Checking Account").
- 7.1.7. No minimum daily account balance required.
- 7.1.8. Fees: See our separate Products, Services & Fee Schedule.

7.2 HFB Savings Account

- 7.2.1. The interest rate on your Account is _____% with an annual percentage yield of _____%.
- 7.2.2. Rate Information: Your interest rate and annual percentage yield may change.
- 7.2.3. Frequency of rate changes: We may change the interest rate on your HFB Savings Account at any time.

- 7.2.4. Determination of rate: At our discretion, we may change the interest rate on your Savings Account
- 7.2.5. Crediting frequency: Interest will be compounded every day. Interest will be credited to your Savings Account every month.
- 7.2.6. Minimum opening balance: A minimum deposit of \$100.00 is required to open a Savings Account.
- 7.2.7. No minimum daily account balance required.
- 7.2.8. Minimum balance to obtain the annual percentage yield (APY): You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield.
- 7.2.9. Average daily balance computation method: We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.
- 7.2.10. Accrual of interest on noncash deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (e.g., checks).
- 7.2.11. Transaction Limitations: Federal regulations limit the number of certain types of withdrawals and transfers from a Savings Account to another Account or third parties through preauthorized or automatic transfer, telephone agreement, order or instructions, or by check, draft, Debit/ATM card, or similar order to no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals per statement cycle.
- 7.2.12. Fees: For each transaction paid in excess of six (6) within a statement cycle, a \$10.00 per transaction fee will be applied. See our separate Products, Services & Fee Schedule.
- 7.2.13. Effect of closing an Account: If you close your Account before interest is credited, you will not receive the accrued interest.

7.3 Money Market Account

- 7.3.1. The interest rate on your Account is tiered.
- 7.3.2. The interest rate for your account is _____ % with an annual percentage yield of _____%. Your interest rate and annual percentage yield may change.
- 7.3.3. Rate Information: Your interest rate and annual percentage yield may change.
- 7.3.4. Frequency of rate changes: We may change the interest rate on your Money Market Account ("MMK Account") at any time.
- 7.3.5. Determination of rate: At our discretion, we may change the interest rate on your MMK Account.
- 7.3.6. Crediting frequency: Interest will be compounded every day. Interest will be credited to your MMK Account every month.
- 7.3.7. Minimum opening balance: A minimum deposit of \$100.00 is required to open an MMK Account.
- 7.3.8. Minimum daily balance to obtain the annual percentage yield (APY): You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield. No minimum daily account balance required.
- 7.3.9. Average daily balance computation method: We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.
- 7.3.10. Accrual of interest on noncash deposits: Interest begins to accrue no later than the Banking Day we receive credit for the deposit of noncash items (e.g., checks).
- 7.3.11. Transaction Limitations: Federal regulations limit the number of certain types of withdrawals and transfers from a money market Account to another Account or third

parties through preauthorized or automatic transfer, telephone agreement, order or instructions, or by check, draft, Debit/ATM card, or similar order to no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals per statement cycle.

- 7.3.12. Fees: For each transaction paid in excess of six (6) within a statement cycle, a \$10.00 per transaction fee will be applied. See our separate Products, Services & Fee Schedule.
- 7.3.13. Effect of closing an Account: If you close your Account before interest is credited, you will not receive the accrued interest.

7.4 Time Deposit Account

General Information: With a Time-Deposit Account, you agree to leave your funds in the Account for a specific period of time called the “term.” The last day of the term is the “maturity date.” The maturity date is the first day you may withdraw funds without paying an early withdrawal penalty. Please refer to your Time Deposit Open Account (TDOA) Agreement for specific terms and conditions, including interest rate, annual percentage yield, maturity date, nature of renewal, and other terms and conditions regarding your Time Deposit.

- 7.4.1. Rate Information – The interest rate on your Account is _____% with an annual percentage yield of _____%. Your Certificate will mature on _____.
- 7.4.2. You will be paid this rate until the maturity date of the certificate. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.
- 7.4.3. Crediting frequency - Certificates of Deposit earn simple interest that can be paid monthly, quarterly, Semi-annually, or at maturity.
- 7.4.4. Interest begins to accrue on the business day you deposit any non-cash item (for example, checks).
- 7.4.5. Effect of closing an Account - If you close your Account before interest is credited, you will not receive the accrued interest.
- 7.4.6. Minimum balance requirements - You must deposit \$1,000.00. To open this Account. You must maintain a minimum balance of \$1,000.00 in your Account every day to obtain the annual percentage yield listed above.
- 7.4.7. Daily balance computation method - We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.
- 7.4.8. Transaction limitations - After the Account is opened, you may not make any deposits into your Account before maturity.
- 7.4.9. You may make withdrawals of principal from your Account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. Interest withdrawals can be made during term without penalty, only on interest amounts credited to the Account.
- 7.4.10. Early withdrawal penalties – If your account has an original maturity of one month or less: The fee we may impose will equal 30 days interest on the amount withdrawn subject to penalty.
- 7.4.11. If your account has an original maturity of less than one year: The fee we may impose will equal three months interest on the amount withdrawn subject to penalty.
- 7.4.12. If your account has an original maturity of one year or less than three years: The fee we may impose will equal six months interest on the amount withdrawn subject to penalty.
- 7.4.13. If your account has an original maturity of three years or greater: The fee we may impose will equal twelve months interest on the amount withdrawn subject to penalty.
- 7.4.14. In certain circumstances such as the death or incompetence of an owner of this Account, the law permits, or in some cases requires the waiver of the early withdrawal penalty.

7.4.15. **Renewal Policy.** Automatically renewable time Account - This Account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before the maturity of your intention not to renew or you withdraw the funds in the Account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the current rate we offer on new time deposits which have the same term minimum balance (if any) and other features as the original time deposit. You will have 10 calendars days after maturity to withdraw the funds without a penalty.

7.5 Interest-bearing Demand Deposit Accounts

A Demand Deposit Account is a transactional Account that may have a minimum balance requirement and flexible Debit/ATM Card and check writing privileges. Demand Deposit Accounts are generally non-interest-bearing Accounts. Notwithstanding the foregoing, HFB may, at its sole and absolute discretion, offer interest-bearing Demand Deposit Accounts to its Customers, on a case-by-case basis and from time to time on such terms and conditions acceptable to HFB in its sole and absolute discretion. For more information on minimum balance requirements, interest rates, annual percentage yields and fees for interest-bearing Demand Deposit Accounts, please contact your relationship manager.

7.6 Minor Checking/Savings Account

- 7.6.1. The interest rate on your Account is _____% with an annual percentage yield of _____%.
- 7.6.2. Rate Information: Your interest rate and annual percentage yield may change.
- 7.6.3. Frequency of rate changes: We may change the interest rate on your HFB Checking Account at any time.
- 7.6.4. Determination of rate: At our discretion, we may change the interest rate on your HFB Checking Account at any time
- 7.6.5. Crediting frequency: Interest will be compounded every day. Interest will be credited to your HFB Checking Account every month.
- 7.6.6. Minimum opening balance: A minimum deposit of \$100.00 is required to open HFB Checking Account ("Checking Account").
- 7.6.7. No minimum daily account balance required.
- 7.6.8. Fees: See our separate Products, Services & Fee Schedule

7.7 Pay/Transfer on Death Account

To establish this type of deposit or investment Account payable to a third party upon your death, you must execute and deliver to HFB a separate Pay-on- Death/Transfer-on-Death agreement in the form required by HFB.

Accounts, Products, and Services:

HFB may offer new, discontinue and/or convert Accounts, products, and services from time to time and in its sole and absolute discretion. The type of Accounts, products, and services we offer may vary depending on the specific Customer, Account location or channel through which the Account, product or service is opened or maintained. In determining which Accounts, products or services we may offer to you from time to time, we may consider your relationship with us, whether you have other Accounts with us, your balances with us in your other Accounts and how you use services that we offer with your Accounts. We occasionally offer special promotions on specific Accounts products and services and/or to specific Customers. These offers do not apply to all Accounts, products, services, Customers, or methods of Account opening.

7.8 Accounts, Products and Services

By continuing to maintain your Account, you agree to pay all fees applicable to your Account, transactions you engage in, and services you use. We provided you a schedule of fees when you opened

your Account and will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative and creates an overdraft in your Account.

8. Joint Account

If an Account is in the name of more than one individual, HFB shall treat the Account as a joint tenancy with right of survivorship and not as a tenancy in common ("Joint Account"). A Joint Account shall be subject to the terms and conditions generally governing such an Account, including but not limited to the following: (a) upon the death of any Customer to the Joint Account, the survivor(s) shall be the sole owner(s) of the Joint Account; (b) all funds deposited in the Joint Account shall be held and owned by any one Customer as his or her undivided property with right of survivorship; (c) each Customer shall have full power to control and to act singly in all matters related to the Joint Account as if it were owned by that Customer individually including but not limited to, the following: (i) any Customer is authorized to deposit in the Joint Account monies belonging to and/or items payable to one or more Customer and to endorse same or deposit same to HFB without endorsement; (ii) any Customer is authorized to withdraw and/or transfer funds from a Joint Account; (iii) any Customer is authorized to obtain any information regarding the Joint Account; and (iv) to the extent permitted by HFB, any Customer may pledge, assign or grant a security interest in the Joint Account; and in any funds deposited therein. The foregoing subsection (c) notwithstanding, HFB is authorized, at its sole and absolute discretion, to require the signatures of all Authorized Persons or Customers of a Joint Account in order to honor the transaction of any activity with respect to the Joint Account.

We are authorized to withdraw, transfer or pay any monies on such Joint Account upon the order of (a) any Customer, (b) any surviving Customer, or (c) in the event of the death of all Customers, to the executor, administrator or personal representative of any Customer, without regard to the original ownership of the monies deposited. Any Customer may request a Stop Payment (pursuant to Paragraph 33 of this Agreement) on any items drawn on the Joint Account. We may, at any time and at our sole discretion, decline to pay any or all items drawn on a Joint Account except for items drawn by or to the order of every Customer thereunder.

Each Customer to a Joint Account shall be jointly and severally liable to HFB for all charges and overdrafts or any other liabilities occurring in the Joint Account, regardless of which Customer participated in such overdraft or liability or benefited from its proceeds.

We shall have no obligation to notify any Customer regarding any action in the Joint Account or changes to a Joint Account made by any other Customer. Although HFB shall have no obligation to notify a Customer regarding any change to or other action concerning the Account made or taken by Customer, HFB may, notwithstanding any other provisions of this paragraph, require the signatures of all Customers in order to pay any item or take any other action relating to the Account, if HFB has received conflicting demands or instructions from any two or more Customers, has received an instruction signed by less than all Customers seeking to change the title of (or restrict the payment or transfer of funds in) the Account, or has concluded for any other reason, in HFB's discretion, that it is prudent to require the signatures of all Customers. If a Joint Account is in the name of a husband and wife, we shall treat such Joint Account as a tenancy by the entireties rather than a Joint Account; however, such tenancy by the entireties will nevertheless be subject to the provisions for Joint Accounts set forth herein.

9. Multiple-Owner Accounts

In the event that an Account is owned by more than one individual: (a) all the express and implied obligations of the Customer(s) under this Agreement shall be deemed to be joint and several obligations; (b) all references in the Agreement to the Customer shall, to the extent the context permits, be deemed to be references to all Customers on the Account or to any of them; (c) any notice, statement, or other communication given by HFB in accordance with the instructions specified in Paragraph 54 shall be deemed to be given to all of the Customers on the Account; (d) any instruction or other communication (whether oral or written or by telephone, e-mail, telefax, or other electronic transmission) given by any Authorized Signer(s) on the Account be binding on all Customers on the Account as if they had all given it; and (e) the surviving Customer(s) shall immediately notify HFB of the deaths

of any Customer(s) on the Account.

10. Certification of Foreign Status or Tax Identification Number

Every Authorized Person on an Account must: (a) independently certify his, her or, in the case of a corporation, partnership, trust, or other entity not organized under the laws of the United States, its status as a nonresident alien for United States income tax purposes by providing a completed Internal Revenue Service Form W-8BEN or other appropriate Form W-8 series form; or (b) certify the accuracy of his, her or, in the case of a corporation, partnership, trust, or other entity organized under the laws of the United States, its U.S. tax identification number by providing a completed Internal Revenue Service Form W-9. Alternatively, the above certifications may be provided on any substitute Form W-8BEN or substitute Form W-9, as the case may be. A Customer's certification of non-resident alien status for United States income tax purposes must be renewed by the last day of the third calendar year following the year in which the certification is signed. HFB reserves the right to close an Account or to refuse any transaction to or from the Account if the certification forms are notified with HFB or are not timely renewed. If a Customer who has certified non-resident alien status for United States income tax purposes at the time of opening an Account with HFB later becomes a U.S. Citizen or resident for United States income tax purposes, written certification must be given to HFB within thirty (30) days of the change in status, on a form to be obtained from HFB. HFB will report the interest earned on each Account owned by the Customer and will also backup withhold unless the Customer provides HFB with the required certifications.

11. Account Ownership/Control and Claims

The ownership of an Account (or any part thereof) may not be transferred and/ or assigned without HFB's prior written consent. You may request a change of ownership of your Account by submitting such a request and obtaining HFB's written consent. In the event that the ownership and/or control of an Account or of any funds deposited therein, or any portion thereof, is the subject of a claim against HFB or otherwise becomes at issue, HFB may, at its sole discretion and without any liability to you whatsoever, place a hold on the Account or on the balance of funds deposited in the Account, or any portion thereof, and withhold any payment, withdrawal or transfer from such Account until the claims issue has been resolved to HFB's sole and complete satisfaction.

12. Death or Incompetence of Account Owner

Tell us immediately if any Account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents, we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an Account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one Account to the debt associated with another Account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee or a beneficiary of an "in trust for" or "trustee for" Account has rights to the Account.

13. Dormant Accounts

You agree to maintain your Account(s) active. Nevertheless, if no deposits have been made or no items have been drawn on an Account for a period of twelve (12) months, the Account shall be classified as a Dormant Account and shall be subject to Dormant Account fees in addition to any applicable Account fees set forth herein. Dormant Account fees will be varied by HFB from time to time at its sole discretion as disclosed in HFB's then-current Products, Services and Fees Schedule. HFB

reserves the right to withhold any payment withdrawal or transfer from a Dormant Account until HFB, to its sole and complete satisfaction, is able to reestablish contact with you.

Under applicable law, we must turn over to the appropriate State of Florida authorities any funds deposited in an Account, if you have not done at least one of the following for at least five (5) years:

- Deposited or withdrawn funds when you presented your Passbook or Certificate to have us record your interest.
- Signed our Dormant Correspondence form.
- Written to us concerning the Account.

Prior to turning funds to the state authorities, HFB will mail a notice to your last known address. If you do not respond by the date set forth for response in the notice, we will forward the funds in the Dormant Account to the appropriate state authority. You can retrieve the funds by contacting the appropriate state authority at the address set forth in the notice. A Time Deposit Account that has not reached maturity is not considered dormant, but if the Account renews automatically, it can become dormant in our records starting after the maturity date.

14. Conversion of Account

We can convert your Account to another type of deposit Account (by giving you any required notice) if:

- You use it inappropriately or fail to meet or maintain the Account's requirements, or
- We determine the Account is inappropriate for you based on your use, or
- We stop offering the type of Account you have.

15. Restricted Access

We may restrict access to your Account if we suspect any suspicious, unauthorized, or unlawful activities.

16. Closing of Account

We reserve the right, at our sole discretion, to discontinue, limit or to decline to process any transactions in Account, to refuse to accept deposits or permit withdrawals in an Account or to close an Account at any time and for any reason without any prior notice to Customer thereof. In the event HFB decides to close an Account, we will make written notice to you of such intention via the U.S. Mail or internationally recognized courier and directed to you at your last known address in our records ("Notice of Closure"). After the expiration of thirty (30) Calendar Days from the date of the mailing of the Notice of Closure, the Account shall be considered closed. We, at our sole discretion, may either (a) mail a check to you via the U.S. Mail or internationally recognized courier to the aforementioned address; or (b) wire transfer to you the balance, if any, of funds in deposit in the Account. Upon mailing to you a Notice of Closure, we may thereafter refuse to accept deposits to such an Account, permit withdrawals, collect any item deposited therefor and/or transact any matter in relation to the Account. We shall not be liable for dishonoring any item drawn on an Account and/or for failing to act upon any funds transfer payment order submitted on an Account which is to be closed if the item is presented for payment or the payment order is submitted for execution after remittance of the Notice of Closure. Upon the closing of an Account, we shall thereafter be relieved of any further legal responsibility or liability related to such Account.

You can request to close your Account at any time if the Account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the Account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your Account balance to zero. All outstanding items need to be processed and posted to your Account before your request to close once the Account is closed items will be returned unpaid. Any recurring payments or withdrawals from your Account need to be cancelled before your request to close (examples include bill payments, debit card payments, and direct deposits) otherwise, they may be returned unpaid.

17. Under Florida law, the Bank must comply with State Statute 213.0532

That statute requires the Bank to perform a data match and provide certain Account holder information of certain taxpayers to the Florida Department of Revenue.

18. Foreign Account Tax Compliance Act (FATCA)

Under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, (the “Code”), or any amended or successor version that is substantively comparable, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code (collectively, “FATCA”), HFB, other U.S. financial institutions (“USFIs”) and other types of withholding agents are required to withhold thirty percent (30%) on certain U.S. source payments made to foreign entities, including foreign financial institutions (“FFIs”) if they are unable to document such entities’ status for purposes of FATCA. USFIs (including HFB) and other withholding agents subject to FATCA must also report to the U.S. Internal Revenue Service (“IRS”) information about certain non-financial foreign entities with substantial U.S. owners. In light of the foregoing, you hereby represent, warrant, acknowledge and agree as follows:

18.1 FATCA; General Exculpation of Liability

You hereby acknowledge and agree that if a payment made to you by us in connection with an Account, this Agreement, or any products or services provided by us to you would be subject to U.S. federal withholding tax imposed by FATCA, you shall deliver to us at the time or times prescribed by law and at such time or times requested by us, such documentation requested by us as may be necessary for us to comply with our obligations under FATCA to determine that you have complied your obligations under FATCA or to determine the amount to deduct and withhold from such payment. In accordance with the terms of this Agreement, HFB, its affiliates and each of their respective directors, officers, employees, attorneys, and agents (collectively, the “Exculpated Parties”), shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to any of our obligations with respect to FATCA, including, as applicable, reporting of information or withholding on any payments received or originated by you.

18.2 Customer Obligations

You are in the best position to determine your U.S. or foreign status, FATCA Chapter 4 status (as such term is defined in FATCA) and the status of your payees in connection with your Account (each, as applicable, “FATCA status”). Accordingly, you hereby agree to provide us with such documentation or information we may request or deem necessary (in our sole discretion) from time to time to comply with our obligations under FATCA, including, but not limited to, any one or more of the following: A true and correct withholding certificate (e.g., W-8BEN, W-8BEN-E, W-9, etc.) for your Account(s) or the payee;

- 18.2.1. With respect to an Account held by or payee that is an FFI, a true and correct withholding certificate that identifies the FFI as a participating FFI (“PFFI”), deemed-compliant FFI, registered deemed-compliant FFI, certified deemed-compliant FFI or such other FATCA classification applicable to such FFI;
- 18.2.2. With respect to an Account held by or payee that is an FFI required to obtain a Global Intermediary Identification Number (“GIIN”), documentary evidence that the FFI has registered with the IRS and obtained a valid GIIN;
- 18.2.3. With respect to an Account held by or payee that is a non-financial foreign entity (“NFFE”) or an exempt beneficial owner, a true and correct withholding certificate identifying the Account holder or payee as an excepted NFFE, passive NFFE or an exempt beneficial owner. Examples of excepted NFFEs, include, but are not limited to: publicly traded companies, affiliates of publicly traded companies, non-profits, and active NFFE

- (means a foreign business whose passive income is less than 50% of gross income). Examples of exempt beneficial owners, include, but are not limited to: any foreign government, any political subdivision of a foreign government, or any wholly owned agency or instrumentality of any one or more of the foregoing; foreign central bank of issue (e.g., such banks are generally the custodian of the banking reserves of the country, HFB for International Settlements, etc.); governments of U.S. Territories; and certain retirement funds;
- 18.2.4. Any other written documentation or certification reflecting the nature of payment (i.e., showing it is not a with holdable payment under FATCA) or the FATCA status of the payee consistent with the provisions of the Code and/or regulations promulgated under FATCA;
 - 18.2.5. Documentary evidence regarding the nature of the payment as not U.S. source fixed, determinable, annual, periodical income ("FDAP") or U.S. source gross proceeds, as those terms are defined in FATCA;
 - 18.2.6. A certificate of residence issued by an appropriate tax official of the foreign country claimed by you or the payee as the country of residence that indicates that such party has filed its most recent income tax return as a resident of that country;
 - 18.2.7. With respect to an individual, valid identification issued by an authorized government body (for example, a government or agency thereof, or a municipality), that is typically used for identification purposes;
 - 18.2.8. With respect to an Account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a Qualified Intermediary agreement (a "QI Agreement"), any of the documents other than a withholding certificate referenced in the jurisdiction's attachment to the QI agreement for identifying individuals or entities;
 - 18.2.9. With respect to an entity, any official documentation issued by an authorized government body (for example, a government or agency thereof, or a municipality);
 - 18.2.10. For a payment made with respect to an offshore obligation to an individual, a third-party credit report;
 - 18.2.11. With respect to an entity other than a PFFI or registered deemed-compliant FFI, any organizational document (such as articles of incorporation or a trust agreement), financial statement, third-party credit report, letter from a government agency, or statement from a government Web site, agency, or registrar (such as an SEC report) depending on the FATCA status of the entity; or
 - 18.2.12. A letter from an auditor or attorney with a location in the U.S. that is not related to the withholding agent or payee and is subject to the authority of a regulatory body that governs the auditor's or attorney's review of the FATCA status of the payee, any bankruptcy filing, corporate resolution, copy of a stock market index or other document depending on the FATCA status of the payee.
 - 18.2.13. In the absence of the provision of the information/documentation summarized above (i.e., U.S. or foreign status, FATCA status and the status of your payees in connection with your FATCA status), we may be required under FATCA to withhold thirty percent (30%) on payments to or from your Account(s).
 - 18.2.14. Due Diligence Obligations. We shall perform due diligence in order to determine if you are a U.S. person. Further, we may ask you questions with respect to your U.S. Tax payer status and will require you to complete a W-9 or W-8, as applicable. In addition, we will inquire as to the nature of your payments (foreign and domestic), the payee, and/or the status of the foreign beneficiary bank/financial institution in order to comply with our obligations under FATCA.
 - 18.2.15. FATCA Withholding. In the event that we are unable to determine that a payment made to or from your Account is subject to withholding under FATCA or you have not met your obligations as summarized above, you hereby acknowledge and agree that we may, in our sole discretion, withhold thirty percent (30%) of the gross amount of such payment.

- 18.2.16. Reporting. As a USFI, HFB must report to the IRS certain information about certain non-financial foreign entities with substantial U.S. owners and payments made to nonparticipating FFIs. To the extent, you fall in one of these categories or you fail to cooperate with HFB in confirming your FATCA Status, you hereby authorize HFB to report such information (including, without limitation, your name, tax identification number, address, Account number, Account balance and information on payments made to you) to the IRS or the designated governmental authority in an intergovernmental agreement (if applicable) and hereby waive any rights you may have under applicable law with respect to the confidentiality or privacy of such information.
- 18.2.17. Change in Circumstances. For purposes of FATCA, a “change in circumstances” in your status has occurred if such change results in the addition or modification to information (e.g., U.S. indicia that is not otherwise cured by documentation on file and that is relevant to your FATCA Status claimed) relevant to a person’s claim of foreign status or otherwise conflicts with such person’s FATCA Status. A change in circumstances affecting the withholding information provided to us will terminate the validity of the withholding certificate (i.e., W-8 or W-9) with respect to the information that is no longer reliable until the information is updated. Accordingly, you have an obligation to notify us of a change in circumstances. If a change in circumstances makes any information on a withholding certificate or other documentation unreliable or incorrect, you must notify us within thirty (30) days of such change and furnish a new withholding certificate together with such documentary evidence we may require in our sole discretion to verify the validity of the information or documentation you have presented.
- 18.2.18. Closing of Account; Suspension of Services. Closing of Account; Suspension of Services. To the extent you fail to comply with your obligations in this Paragraph 18, we may, at our sole discretion, close your Account or suspend any services provided by us in connection with your Account in accordance with Paragraph 16.

19. Collection and Return of Deposits

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

We can deduct the amount of the deposited or cashed item from your Account (or any other Account you maintain with us.) We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your Account is not sufficient to cover the amount we hold or deduct, and your Account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item. We may place a hold on or charge your Account for any check or other item deposited into your Account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your Account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

We may deduct the amount of an electronic payment credited to your Account (e.g., direct deposit) that is reversed. We can deduct the amount from any Account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

20. Funds Availability Policy

20.1 General Policy

At HFB, we take the trust you have placed in us as your banker very seriously. Therefore, we attempt

to provide you with the earliest fund's availability consistent with our need for sound banking practices. It is also designed to protect HFB from unjustified risk of loss through dishonored and returned checks. Our policy is to be in accordance with Regulation CC or other applicable Federal regulation on the availability of funds on your cash, check deposits and Electronic payments. During the delay, you may not withdraw the funds in cash, and we will not use the funds to paychecks that you have written except as provided herein. But HFB may choose to give early availability funds (same day availability) on some transactions. Remember that even after we have made funds available to you, you are still responsible for any returned items charged to your Account.

20.2 Determining the Availability of a Deposit

The length of the delay is counted in Banking Days from the day of your deposit. Every day is a banking day except Saturdays, Sundays, holidays, and any other day financial institutions in Miami, Florida, U.S. are not open for business. If you make a deposit before 4:00 p.m. on a Banking Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4 :00 p.m. or on a day we are not open, we will consider that the deposit was made on the next Banking Day we are open. The length of the delay varies depending on the type of deposit and is explained below.

20.3 Same Banking Day Availability

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

Cash, when presented in person to one of our Associates.

Wire transfers, including pre-authorized credits, such as social security benefits and payroll checks.

20.4 Next Banking Day Availability

- Funds from the following deposits are available for withdrawal on the first (1st) Banking Day after the day of your deposit (for example, if you deposit any of these items on Monday before 5:00 pm E.T., funds will be available on Tuesday).
- U.S. Treasury checks that are payable to you.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home loan bank checks and postal money orders, if these items are payable to you.
- Checks drawn on HFB.
- The first \$225.00 or the total amount of the deposit if it is less than \$225.00.

20.5 Second Banking Day Availability

20.5.1. If you do not make your deposit in person to one of our Associates (for example, you mail the deposit) funds will be available on the second (2nd) Banking Day after the day of your deposit (for example, if you mail a cashier's check that we receive Monday evening, those funds will be available on Wednesday).

20.5.2. The remaining funds from the first \$225.00 from a deposit of other checks will be available on the second (2nd) Banking Day after the day of your deposit. (Other checks may be subject to longer hold periods as specified below).

20.5.3. Note: The Board of Governors amended the routing number guide to next-day availability checks and local checks in Regulation CC. Subsequently, there will only be a single check-processing region for Regulation CC purposes and there will no longer be any checks that are non-local. All checks drawn in the U.S. should have two (2) days hold.

20.6 Longer delays may apply

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

- New Accounts.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) Banking Day after the day of your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available for withdrawal.

20.7 Hold of Other Funds

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Such funds will be available at the time funds from the check we cashed would have been available if you had deposited such check. If we accept for deposit a check that is drawn on another bank, we may have funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time funds would have been available if you had deposited the funds directly into the Account

20.8 Special Rules for New Accounts

If you are a new Customer, the following special rules will apply during the first thirty (30) days your Account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) Banking Day after the day of your deposit, if the deposit meets certain conditions. Funds from deposits of checks drawn on HFB will be available on the first day after the day of your deposit. If you do not make your deposit in person to one of our associates (for example, you mail the deposit) funds will be available on the second (2nd) Banking Day after the day of your deposit. The remaining balance exceeding \$5,000.00 will be available on the seventh (7th) Banking Day after the day of your deposit.

21. Endorsements

HFB may, at its discretion, accept any item endorsed for deposit to an Account and such endorsements may be made manually, with type, by stamp, or otherwise; and any such endorsement will be treated as genuine in all respects and as warranting and guaranteeing all prior endorsements thereon. Payment of an item will be rejected, unless specifically accepted for deposit by HFB, if it is endorsed in pencil, if improperly prepared or if eligible. Any item payable to a Customer may be deposited in and credited to an Account without being endorsed by the payee(s) if the Account title is in the same name as the payee. HFB shall have no liability to you in connection with delays or errors in the return of any item deposited to an Account when the error or lateness is caused by markings on the item made by or on behalf of Customer or a prior endorser in the area of the item reserved for the depository bank endorsement.

22. Check 21 - Substitute Checks

When you draw a check on an Account you may receive back from us a substitute check instead of the original check. Similarly, when you deposit a check in an Account, if the item is not paid you may receive from us a substitute check instead of the original.

What is a substitute check? To make check processing faster, federal law permits HFB to replace

original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

What are your rights regarding substitute checks? A consumer is an individual who either draws a check on, or deposits a check into, or cashes a check against, an Account used primarily for personal, family, or household purposes. If you are a consumer, in certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your Account earns interest) within ten (10) Banking Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) no later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact our Operations Department. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

Unless we specifically permit you to do so, at our sole discretion, you may not deposit in an Account any substitute check that has not been created or previously transferred/presented for payment by a bank (12 U.S.C. § 5002(2)) in the U.S. check collection process. This means that, unless we enter into a specific agreement with you to do so, you cannot deposit in an Account, among others, a substitute check that is created by: (a) an individual; (b) a nonbank entity; or (c) a foreign bank outside the U.S. check collection process.

23. Payment of Items

HFB may, at its discretion, refuse payment of, and return as unpaid, any item drawn on an Account if the balance of collected funds in the Account is insufficient to pay the total amount of such item, and a service fee will be charged against the Account for the processing and return of the item. HFB may, in its discretion disregard any information on a check presented for payment on your Account other than the signature(s) of the drawers, the identification of the drawee bank, the payee, the amount, the

date and the information which appears in the MICR line. Customer agrees to be liable for any damages suffered by HFB as a result of any other information written on the face or back of any check. HFB accepts no responsibility for the payment of items which are presented the same Banking Day on which deposits are made to an Account unless there is already a sufficient balance of collected funds in the Account to pay the total amount of such item. Payment of an item may be refused by HFB, at its sole discretion, if the item is written in pencil, illegible, improperly prepared, stale or post-dated, presented beyond the date of payment, or is not negotiable for any reason.

24. Restrictions or Notations on Checks

We are not bound by restrictions or notations, such as “void after six months,” “void over \$50,” or “payment in full.” When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction

25. Automated Clearing House (ACH) / Debits and Credits

From time to time, originators that Customer authorizes may send automated clearinghouse (“ACH”) credits or debits for Customer’s Accounts. These ACH transactions may include transactions that Customer may initiate by check but which a merchant or other payee converts to an electronic debit whether the check is presented at the point of sale or mailed to a merchant or other payee. For each ACH transaction, Customer agrees that the transaction is subject to the National Automated Clearing House Association (“NACHA”) Operating Rules and any local ACH operating rules then in effect. Customer agrees that we may rely on the representations and warranties contained in these operating rules and either credit or debit your Account, as instructed by the originator of the ACH transaction. Customer should avoid sharing Customer’s Account number with third parties to help prevent unauthorized transactions on Customer’s Accounts. Customer must notify us immediately of any unauthorized activity occurring in the Customer’s Account(s).

The following terms apply to payments to or from your Account that are transmitted through an ACH:

- Your rights as to payments to or from your Account will be based upon the laws governing your Account.
- Credit given by a receiving bank to its customer for a payment from your Account is provisional until final settlement has been made or until payment is considered received under the laws governing your Account.
- If payment is made to your Account and HFB does not receive final settlement or payment is not received under the laws governing your Account, you will not be considered to have received payment and HFB will be entitled to reimbursement from you for that payment.
- You hereby authorize any originating depository financial institution to initiate pursuant to ACH operating rules, ACH debit entries to your Account for electronic presentment or re-presentment of items written or authorized by you.
- Unless HFB has otherwise agreed in writing, we will notify you of funds debited or credited to your Account through the Statement (as defined below) covering the period in which the transaction occurred. HFB is under no obligation to provide you with any additional notice or receipt.

26. Automated Clearing House (ACH)/Stop Payment Orders

From time to time, HFB may receive ACH debits to Customer’s Account from senders Customer previously authorized to debit Customer’s Account. Customer may ask HFB to stop payment on a future ACH debit to Customer’s Account if the item has not already been paid (an “ACH Stop Payment”). Customer is responsible for notifying Customer’s sender that Customer has revoked Customer’s previous authorization for ACH debits. For an ACH Stop Payment order, HFB also needs information such as: Customer’s name and telephone number and the type of Account (demand deposit, money market, etc.). HFB may also need the date on which a prior ACH debit from this sender was posted to the Account so that HFB can obtain the sender name and sender identification number used by the

Customer's sender and printed on Customer's statement. Otherwise, Customer must provide HFB with the company name and company identification number.

A request for ACH Stop Payment for a Consumer Account will remain effective until the earlier of: (a) the withdrawal of the stop payment order by the Customer; or (b) the return of the debit entry, or where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries. A request for ACH Stop Payment for a Non-Consumer Account will effective until the earlier of: (a) six (6) months from date the Stop Payment was requested; (b) the withdrawal of the stop payment order by the Customer; or (c) the return of the debit entry, or where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.

An ACH Stop Payment for a preauthorized ACH debit must be made at least three (3) Banking Days prior to the scheduled debit date. HFB requires your name and the Account number associated with the preauthorized ACH debit, and the exact: Name of the payee, the exact payment amount and scheduled debit date.

To the extent permissible under applicable NACHA or ACH rules, renewals of ACH Stop Payments may be granted in HFB's sole discretion. Each renewal is treated as a new ACH Stop Payment order. If Customer wants the ACH Stop Payment order to expire in less than six months, Customer must cancel the ACH Stop Payment order on or before the date Customer wants it to expire. Customer's request to cancel the ACH Stop Payment order is not effective until HFB has a reasonable opportunity to act on it. HFB will cancel the ACH Stop Payment order automatically when the Account on which the item is drawn is closed. To the extent permissible under applicable NACHA or ACH rules, no ACH Stop Payment request, nor the renewal or revocation thereof, shall be valid or effective unless it: (a) is in writing and is signed by Customer (or if more than one Customer, any one of them) or any Authorized Person on the particular Account, (b) specifies the Account number and the date and amount of the ACH debit (HFB may also require the name of the person who authorized the ACH debit and the name of the party to whom the ACH debit was made payable), and (c) is delivered to HFB Office on a Banking Day during regular Banking Hours with sufficient time to provide HFB with the opportunity to act. HFB may also need the date the prior ACH debit from the sender was posted to the Account so that HFB can obtain the sender name and sender identification number. Otherwise, Customer must provide HFB with the sender name and sender identification number.

27. Debit/ATM Card(s)

You may request a Debit/ATM Card by submitting to Bank a completed Personal Account Application or Debit/ATM Card Request Form. Upon approval by HFB, a Debit/ATM Card will be delivered to you. With your Debit/ATM Card you will be able to withdraw funds from your Account. You may use your Debit/ATM Card at participating ATMs and for point-of-sale transactions to purchase goods or services with merchants that accept VISA® Cards. For information regarding the participating ATM networks, please contact HFB.

You should securely protect your Debit/ATM Card and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the Debit/ATM Card and is responsible for maintaining the confidentiality of the PIN. Memorize the PIN. Never write the PIN on the ATM/Debit Card or share it with anyone, including our employees. Never allow anyone else to use the Debit/ATM Card or PIN. If the Debit/ATM Card or PIN are given to another person, the Account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the ATM/Debit Card or PIN. Notify us immediately if the Debit/ATM Card is lost or stolen or is no longer secure.

Fees: See our separate Products, Services & Fee Schedule.

28. Large Cash Withdrawals

We may place reasonable restrictions on large cash withdrawal. These restrictions include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

29. Statements of Account

HFB will mail, send electronically, or otherwise make available to you an Account statement reflecting your Account activity for each statement period. HFB will do the same with notices.

HFB is authorized and directed to mail for each Account (except Time Deposits), to your last known address and at the close of each accounting period for the particular Account (as determined by HFB from time to time), a statement pertaining to the Account activity for the preceding accounting period, unless HFB is directed by you in writing to place the Account subject to a Hold Mail arrangement (see Paragraph 37) or E-Statement arrangement (see Paragraph 30). HFB will also send confirmations on your Time Deposits ("Confirmations") unless your Accounts are subject to a Hold Mail arrangement or E-Statement arrangement.

HFB shall have no liability for the safe delivery of Statements/Confirmations and accompanying items and documents mailed to Customer. If any Statements/ Confirmations are returned to HFB because of an incorrect address, HFB may stop sending Statements/Confirmations to you until the address is rectified by Customer.

You agree to exercise reasonable care by promptly examining each statement and all accompanying items and documentation upon receipt, and promptly reporting to HFB any problem, irregularity or error in the Statements/Confirmations or in the Account, and particularly, any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account. Because you are in the best position to detect problems, irregularities or errors of account, unauthorized signatures, endorsements or alterations of items, Customer shall be fully precluded from asserting any dispute or difference as to a Statement/ Confirmation and from asserting any claim or cause of action against HFB for any payment, withdrawal, debit or transfer described in a Statement/Confirmation or evidenced by any of the accompanying items or documentation if: (a) you fail to exercise reasonable care in delivering written notice to HFB at HFB Office of any alleged problem, irregularity or error within twenty (20) calendar days after the Statement/ Confirmation, items or documentation shall have been mailed or made available to Customer, whichever is earlier, or (b) the item was forged so cleverly (as by unauthorized use of facsimile machine or otherwise) that the forgery or alteration could not be detected by a HFB employee. If you fail to provide such notice, you shall also be precluded from asserting against HFB any unauthorized signatures or alterations by the same wrongdoer on items paid by HFB after the time period mentioned above lapsed, but before HFB receives the notice. You shall not be relieved of this obligation by reason of the fact that the Statement/ Confirmation and accompanying documentation have been placed on Hold Mail; Customer being under an affirmative obligation to retrieve such Statement/ Confirmation and accompanying documentation at HFB Office on the date that the Statement/ Confirmation and documentation are customarily sent or made available and to review them within the twenty (20) calendar day period specified above. Similarly, you shall not be relieved of this duty by reason of the fact that any Statement/ Confirmation and accompanying items or documents were not received or made available to you unless you shall notify HFB in writing thereof within twenty (20) calendar days from the date they are customarily sent or made available.

30. E-Statements

30.1.1. You may elect to instruct HFB to make monthly Statements of Account (and copies of checks) and the Confirmations of Time Deposits available to you exclusively in electronic form (collectively "E-Statement(s)") via HFB Online. You understand that by electing to receive E-Statements, you will not receive any Statements/Confirmations or copies of checks, except as otherwise provided herein. Notwithstanding the foregoing, HFB shall have the right, at its sole discretion, should it deem it necessary or advisable in order to protect, maintain and/or assert any rights of HFB in regards to you, the Account(s) or any of your transactions with HFB, or for any other reason, to mail, send and/ or deliver any Statements/ Confirmations as well as checks, items, debit memos, and/or credit memos in printed form to you at your last known address appearing in HFB's records.

- 30.1.2. You expressly agree and acknowledge that by electing to utilize E-Statements you are not relieved of your obligation to carefully review and examine each E-Statement immediately upon receipt and to promptly report to HFB any problem, irregularity or error in any E-Statement or in any items or documents accompanying same, and particularly any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account(s), pursuant to Paragraph 29 of this Agreement. You agree and acknowledge that you are under an affirmative obligation to access and review the E-Statement on the date that an E-Statement is customarily made available to you via HFB Online. Except as otherwise required by law, HFB shall have no obligation whatsoever to notify you about the availability of any E-Statement posted by HFB hereunder. HFB may terminate the E-Statement arrangement at any time.
- 30.1.3. FOR CONSUMER ACCOUNTS ONLY: You agree and acknowledge, as set forth in Paragraph 29 of this Agreement, that you shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against HFB for the payment of any item listed or evidenced by any E-Statement unless HFB receives written notice from you of the alleged problem, irregularity or error within sixty (60) days of the date that such E-Statement is made available to you.
- 30.1.4. Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to you via HFB Online, unless Customer notifies HFB, in writing, of the non-availability of such E-Statement within sixty (60) days of the date the E-Statement is customarily made available.
- 30.1.5. FOR NON-CONSUMER ACCOUNTS: You agree and acknowledge, as set forth in Paragraph 29 of this Agreement, that you shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against HFB for the payment of any item listed or evidenced by any E-Statement unless HFB receives written notice from you of the alleged problem, irregularity or error within twenty (20) days of the date that such E-Statement is made available to you.
- 30.1.6. Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to you via HFB Online, unless Customer notifies HFB, in writing, of the non-availability of such E-Statement within twenty (20) days of the date the E-Statement is customarily made available.

Your Account statements or notices will be considered unclaimed or undeliverable if:

- Two or more Account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your Account statement is available for online viewing and we receive email notifications that our message is undeliverable.
- In either event, we may
- Discontinue sending Account statements and notices, and
- Destroy Account statements and notices returned to us as undeliverable
- We will not attempt to deliver Account statements and notices to you until you provide us with a valid postal or electronic address.

31. Adverse Claims

An adverse claim occurs when:

- Any person or entity makes a claim against your Account funds,
- We believe a conflict exists between or among your Account's owners, or
- We believe a dispute exists over who has Account ownership or authority to withdraw funds from your Account.
- In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your Account,
- Honor the claim against your Account funds if we are satisfied the claim is valid,
- Freeze all or a part of the funds in your Account until we believe the dispute is resolved to our satisfaction.
- Close your Account and send a check for the available balance in your Account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.
- We also may charge any Account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

32. Insufficient Funds/Overdrafts

If the balance of collected funds in an Account is insufficient to pay an item or items drawn by you thereon, we will not be required to pay such item(s), but you agree to pay a service charge for the processing and return of the item(s). If we, at our sole discretion, agree to pay such item, we may deduct an overdraft charge from the Account ("Overdraft Charge"), and you agree to pay the overdraft balance and the Overdraft Charge within five (5) calendar days from the date of the overdraft. In the event of an overdraft balance in an Account, we shall have the right, at our sole discretion, to charge you interest on the amount of the overdraft at such interest rate as we deem appropriate (but not to exceed the highest interest rate allowed by applicable law) ("Overdraft Interest"), and to set-off against or charge to any Account which you may have at HFB, the amount of such overdraft and Overdraft Interest thereon, without prior notice to or the consent of the Customer. HFB makes no representation that HFB's Overdraft Interest is the lowest or best rate of interest offered by HFB for overdrafts or for loans of any other kind. In order to provide funds with which to pay an item presented for payment on an Account, or to cover an overdraft in an Account we may, at our sole discretion, transfer funds from one Account of yours to another Account of yours, regardless of whether either Account is joint or single and/or a Demand Deposit, Money Market or a Time Deposit Account; however, in the absence of a specific written agreement to the contrary with you, HFB shall be under no obligation to provide funds from another Account. You may specifically request in writing, in the appropriate form provided by HFB, that HFB grant you, subject to such terms and conditions we deem appropriate, a credit facility whereby you will be permitted from time to time to overdraft a specified Account up to a specified aggregate maximum amount not to be exceeded at any one time.

33. Prohibited Pledge or Encumbrance

You cannot pledge and/ or encumber an Account or any interest therein without the prior written consent of HFB, which must be obtained after reasonable written notice has been given to HFB of such intended pledge or encumbrance. Any such pledge and/or encumbrance must be effectuated through a written instrument acceptable to HFB in form and substance. You cannot transfer legal or beneficial ownership of an Account without our consent except as a result of death, bankruptcy, divorce, marriage, incompetency, or judicial attachments. No transfer or assignment of an Account shall be valid unless notice of the assignment has been given to HFB in a written form satisfactory to HFB, and then only after HFB has given written approval and has had a reasonable time to record the transfer or assignment on its books and records. In general, it is not the policy of HFB to allow transfers or assignments of Accounts.

You may request in writing the stop payment of an item, or the conditional hold payment (until its date) of a "post-dated" item if the item has not already been paid (hereinafter collectively a "Stop Payment"). No Stop Payment request, nor the renewal or revocation thereof, shall be valid or effective unless it: (a) is in writing and is signed by Customer (or if more than one Customer, then any one of them) or any Authorized Person on the particular Account, (b) specifies the Account number and the number, date, amount and payee of the check, and (c) is delivered to HFB Support via e-mail at info@homefed.bank on a Banking Day during Banking Hours with sufficient time to provide HFB with the opportunity to act. A Stop Payment received by HFB during Banking Hours will be posted to the Account after the close of HFB's Banking Day. If the Stop Payment is received after 5:00 p.m. ET, the Stop Payment will be posted on the next Banking Day.

A request for Stop Payment will be effective for a maximum period of six (6) months, but renewal may be requested in writing prior to the expiration of the six (6) month period. Renewals may be granted at HFB's sole discretion. Each renewal is treated as a new Stop Payment order. If Customer wants the Stop Payment order to expire in less than six months, Customer must cancel the order on or before the date Customer wants it to expire. Customer may cancel the Stop date Customer wants it to expire. Customer may cancel the Stop Payment order in writing. Customer's request to cancel the Stop Payment order is not effective until it is received by HFB and HFB has had a reasonable opportunity to act on it. HFB will cancel the Stop Payment order automatically when the Account on which the item is drawn is closed. If the item is presented for payment after the Stop Payment request expires, HFB may pay the item.

If HFB pays an item for which a valid and effective Stop Payment request was received, HFB will not be liable to you for any indirect or consequential damages. You agree not to hold HFB responsible if the item is paid because of misidentification so long as HFB has followed its usual procedures for handling a Stop Payment order. By requesting a Stop Payment, you agree to: (i) reimburse us for any loss that results from nonpayment of the check; (ii) cancel the Stop Payment promptly and in writing if the check is destroyed or otherwise taken out of circulation; (iii) notify us in writing before you issue a replacement for the check; and (iv) write on the face of the new check the word "Replacement" and a number and date different from that of the original check.

34. Stale-Dated, Post-Dated and other Checks

If a stale-dated check (that is, one which is more than six months old) is presented for payment against an Account, we may pay the check or return it at our sole discretion. Furthermore, if a post-dated check is presented for payment against an Account or a Check is presented which contains an expiration date, we may pay the check or return it at our sole discretion. This provision will apply to any check which contains an expiration date, including, a check which contains a legend on the face of the check stating: "Void after [any specified date or time period]." It is your duty to notify HFB in writing of your issuance of any postdated check prior to its presentment for payment, giving a complete description of the item, including the payee, the date, the check number, and the amount of the check; in the absence of such written notice, HFB shall not be liable for paying any postdated check before the date written on the check, or in the case of a check with an expiration date, after its expiration date. A charge may be made for each such item issued by the Customer.

35. HFB Online Services

Your access to and use of the products and/or services offered by HFB through HFB Online shall be governed by the following terms and conditions:

By accessing HFB online, by enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any Account (as an Authorized User or otherwise), Customer accepts and agrees to the terms and conditions, in each case as and if modified from time to time. Your continued use of the Services after notice of any changes or amendments to this terms and conditions applicable to any Service, shall constitute your acknowledgement of review and acceptance of such agreements as changed or amended. You agree that we may disclose amendments or modifications to this terms and conditions and any Additional Documents by way of electronic means, including, without limitation, through prompts at login, popup screens, mail and e-mail, and you agree that we may obtain and use signatures obtained in digital format and effectuated through electronic means, including, without limitation, by way of software, computer or handheld device, whether typed or written by mouse, finger, stylus or otherwise, and same shall be deemed an original signature and shall be binding upon you.

By using our Service, you agree to abide by the terms and conditions and authorize us to use any of your accounts to execute and settle transactions and/or fees initiated by you using HFB Online. We reserve the right, in our sole discretion, to change, modify, add, or remove portions from HFB Online.

35.1 New account opening operations:

Age Requirement. You agree that you are at least 18 years of age as of the date you applied for any account

New Account Verification and Other Inquiries. We may make inquiries that we consider appropriate and use third-party services to help us verify your identity, obtain information regarding your previous banking relationships and determine if we should open, maintain, collect or close your account. We may also report the status, history and/or closure of your account to third-party services

Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. For these reasons and for internal purposes, when you apply for an account, HFB will ask for information that will allow us to identify you. Bank may also ask for your driver's license or other identifying documents (or for an image or copy thereof).

International Use. If you have moved outside of the United States or have frequent international transactions, you may be contacted about the international activity in your account and for further verification of your address. If you are moving or will be temporarily residing overseas, you should notify HFB via telephone or support message to prevent any disruption in your account activity. Your account may also be closed, depending on the location.

35.2 Account Access and Approval

Generally. The Services are Internet-based services that provide you with access to your Accounts and allow you to manage your Accounts and conduct certain banking activities. The Bank provides the Services through HFB Online.

Access. Subject to the terms of this Agreement, you will generally be able to access your Accounts through the Website or Platform seven (7) days a week, twenty-four (24) hours a day. At certain times, some or all of the Services may not be available due to system maintenance or circumstances beyond our control.

Qualification. To qualify for access to the Services, you must have an Account and a valid e-mail address.

Approval. Your approval for use of the Services may be subject to evaluation, including credit and underwriting criteria established by us from time to time. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our evaluation, underwriting review and approval process. Notwithstanding the results of any such evaluation, we are under no obligation to approve your use of the Services. The decision to approve your use of all or any part of the Services is within our sole discretion.

Responsibility of Your Equipment. Except, in the case of Business Customers, for any equipment, we may lease to you, you are responsible for and must provide all computers, telephone, devices, and other equipment, software (other than any software provided by us) and services necessary to access the Services.

Account Access. The Accounts that you access using HFB Online are subject to the terms and conditions of the Deposit Account Agreement for those accounts and the terms and conditions.

35.3 Device Requirements

35.3.1. To use HFB Online on a handheld device, tablet, watch, and/or other electronic wireless devices (each, a "Device"), your Device must meet the following minimum requirements:

35.3.2. Enrollment in our HFB Online service is required before you can gain access. To enroll in HFB Online, contact your local branch office or visit our website.

35.3.3. Your Device must be web enabled. You will be responsible for data charges on your Device (check with your provider).

- 35.3.4. Your mobile network must allow secure SSL traffic. You may need to contact your mobile provider to determine this.
- 35.3.5. You will be responsible for SMS (text) messaging charges on your Device (check with your provider).
- 35.3.6. Hardware and Software Responsibility. We do not support the Device. You are responsible for providing your own hardware and software to access HFB Online. We are not liable for any errors or failures from any malfunction of your Device, the browser or software. You are solely responsible for the security and security settings of your Device. We are not liable for any virus or related problems that may be associated with the use of HFB Online. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk.
- 35.3.7. Wireless Devices. We do not guarantee functionality of HFB Online on all wireless Devices.
- 35.3.8. Data Charges. You are responsible for the charges of any wireless service provider while using HFB Online.
- 35.3.9. Service Performance. We will use reasonable efforts to keep information in HFB Online current and accurate. However, although account information is provided on a real-time basis, there may be a delay in the time that transactions are reflected in HFB Online. Although HFB Online is expected to correctly reflect account activity, it is possible that the service may have data errors. In such event, account records maintained by the Bank (which may include information in addition to the information available in HFB Online) are the final and conclusive record for bank accounts.
- 35.3.10. Service Availability. We will use reasonable efforts to make HFB Online available for your use on a continuous basis. HFB Online may be unavailable for short periods of time for regular or emergency maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to HFB Online may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish HFB Online as promptly as possible. We do not promise the service will always be available for your use. We may elect to discontinue HFB Online at any time. If we choose to discontinue the service, we will provide you with reasonable notice in advance of that fact.
- 35.3.11. Cancellation of HFB Online. If you wish to delete HFB Online on your Device, you may delete the app on your Device at any time.
- 35.3.12. Transaction Verification. When you complete a transaction on your Device (i.e. bill payment, funds transfer) you may receive an SMS Text Message as confirmation that the transaction was successful. If you do not receive this message due to a dropped call or lost signal, it is your responsibility to check your accounts and re-submit any transactions that did not process.
- 35.3.13. Service Interruptions. You agree that we will not be held liable for telecommunication and/or other types of difficulties encountered from the use of HFB Online.

35.4 Security Procedures

Introduction. We employ the use of certain procedures and requirements ("Security Procedures") with respect to the Services, including (i) the use of unique user identifications (each, a "User ID") and passwords ("Passwords") (User IDs and Passwords, collectively, "Login Credentials"); (ii) challenge-response mechanism for forgotten Passwords; (iii) minimum Password length settings; and (iv) "lockouts" after incorrectly entering in Login Credentials three (3) times in a row. The terms and conditions of ancillary products or services may contain additional security procedures, and you agree to abide by and follow such additional procedures. By logging in, directly through an Authorized User, you acknowledge reviewing

these Security Procedures and agree that they are commercially reasonable. You warrant that no individual will be allowed to initiate transactions through the Services, including funds transfers, in the absence of proper supervision and safeguards. You agree to take all steps within your control to keep these Security Procedures confidential to help prevent fraud or unauthorized transactions. We do not represent or warrant that the Security Procedures will prevent errors, unauthorized activity, or fraud. So long as we act in good faith and comply with the Security Procedures, any transaction that we have processed shall be binding on you regardless of whether the transaction was actually initiated or authorized by you or an Authorized User. We will have no liability if an error, unauthorized activity, or fraud occurs unless such error was directly caused by our gross negligence or willful misconduct.

35.5 Login Credentials

- 35.5.1. User ID. Each User ID must include both letters and numbers. It cannot begin or end with space and cannot include a single quotation mark, a pipe, a backslash, a greater-than symbol, or a less-than symbol. User IDs are case sensitive. We reserve the right to change this standard at any time.
- 35.5.2. Password. Passwords must be 8-12 characters and must consist of at least one alpha and one numeric character. Each password should be a unique identifier and not associated with any commonly known identification that is known by others to be associated with the applicable Authorized User. We recommend that you not use telephone numbers, proper names, addresses, dates of birth, or the names of an Authorized User's children or pets. Each Authorized User should memorize their password and not share it with anyone, including Bank personnel. Bank personnel will never ask for an Authorized User's or Administrator's password. Authorized Users should not, under any circumstances, share their password with anyone purporting to be an employee or agent of Bank. We further recommend that Authorized Users not use the same password for other Bank products. We may change our standards for or require you to change or update passwords at any time and without prior notice.
- 35.5.3. Security of Login Credentials. You are required to maintain the security of each Authorized User's Login Credentials. We recommend that you memorize your Login Credentials and do not write them down. You are responsible for keeping all Login Credentials confidential. We recommend that you change passwords regularly. You acknowledge that Login Credentials are highly sensitive and must be safeguarded from unauthorized disclosure. You agree to establish prudent security policies and procedures that include proper safeguards to protect the confidentiality of such Login Credentials. You agree to adopt and employ such policies and procedures as we so recommend or direct but agree that we are under no obligation to make any such recommendation or issue such direction. You assume all risk relative to your disclosure of any Login Credentials to any third party, whether an Authorized User or otherwise.
- 35.5.4. Revocation of Access/Lock Out. Upon three (3) unsuccessful attempts to use its password, an Authorized User's access to the Services will be revoked. To re-establish authorization, the Authorized User or Administrator must contact us to have the applicable password reset or to obtain a new temporary password.
- 35.5.5. Additional Security and Authentication Methods or Devices. We may also require that you use other security and authentication methods to access your accounts or initiate certain transactions. We may also, at our option, offer you additional, optional security protocols or Security Devices, such as tokens, random number generators or one-time passwords, to enhance security. You shall be responsible for maintaining the security of any such other security or authentication methods or devices in the same manner as Login Credentials.
- 35.5.6. Security of Computer. You shall be responsible for maintaining the security of your computer or other Device, including from viruses or third parties that may compromise any User IDs or Passwords. You shall ensure that you and each Authorized User have signed off from the Service when a session is complete to prevent

unauthorized persons from using or accessing any Service. You are solely responsible for the physical security of each computer or other electronic Device through which you access the Services. We are not responsible for detecting or protecting against, and shall not be liable for any loss you sustain on account of, any virus, including malware, keystroke loggers, Trojans and/or spyware, or problems, malfunctions, or unauthorized transactions resulting from any computer viruses or unauthorized activity, or any related problems that may be associated with the use of an online system, as well as by any misuse, theft, or fraud committed by you, your employees, officers, agents, or any third party outside of our reasonable control. We recommend that you utilize and regularly maintain anti-virus software, firewalls, and other security measures (collectively, "Security Measures") with respect to your computers, servers, and other operating systems, and for protecting, securing, and backing up any data and information stored in or on your computer systems. We further recommended that access to any of the Services be limited to those persons with the appropriate security and authority level that is commensurate with the risks associated therewith. We are not responsible for ensuring that you grant authority to appropriate persons, nor are we responsible for ensuring that you implement, use or update such Security Measures. You agree that such activity contemplated hereunder is your sole responsibility and you assume all risks and losses related thereto, including any risk from use, nonuse, or breach of such Security Measures.

- 35.5.7. Device Security. If your Device is lost or stolen, since your account data is not stored on your Device, it cannot be compromised. You are responsible for:
- 35.5.8. Maintaining the confidentiality and security of your Device, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access HFB Online (collectively, "Login Credentials"); and
- 35.5.9. Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with HFB Online. You agree not to supply your Login Credentials to anyone. You will be responsible for all the electronic communications, including image transmissions, e-mail, and other data entered using the Login Credentials. Any communications received through the use of the Login Credentials will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Login Credentials, including your Device. We reserve the right to deny you access to HFB Online (or any part thereof) if we believe that any loss, theft or unauthorized use of Login Credentials has occurred.
- 35.5.10. Security. We will use commercially reasonable efforts to secure HFB Online service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is fail-safe, and despite our efforts, the security of HFB Online could be compromised, or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.
- 35.5.11. Notice of Breach or Compromise. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Devices have been stolen, compromised, or otherwise become known to persons other than you, your Authorized Users, or any other authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you new Login Credentials or a new Security Device, or we may establish new Security Procedures as soon as reasonably practicable, but we shall not be liable for any delay in taking such actions.
- 35.5.12. Change Administrators, Authorized Users, or Authority Levels. For Business Customers, you agree to notify us immediately if the authority of any Authorized User(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your Authorized Users or other authorized representative(s)

whose authority to have the Security Device has been revoked. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter.

- 35.5.13. Access and Use of Systems. You warrant that no individual will be allowed access to the Services in the absence of proper supervision and safeguards and agree to maintain the confidentiality of any Security Procedures or related instructions provided by us in connection with the Services. If you, at any time, have reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by you, you shall notify us immediately by telephone, and shall follow such notification with written confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter.
- 35.5.14. E-mail Phishing. We will never contact you via e-mail and ask you for your account number or Login Credentials. You acknowledge that certain viruses may be delivered via e-mail and are typically disguised as appearing from legitimate sources (such as us). You agree to protect yourself against e-mail fraud and to educate yourself, all Authorized Users and, in the case of Business Customers, your employees, officers, directors, agents, managers, and partners, as applicable, of the risks of such e-mail fraud. If you receive an e-mail or other electronic communication that you believe is fraudulent, do not open it, click any link within it, or respond to it. You agree to assume all risk related to any e-mail that you receive or open.
- 35.5.15. Technical (Hardware and Software) Requirements. In order to access the Services, your computer, or Device must meet certain minimum hardware and software requirements. We may require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies," in order to utilize the Services. Failure to meet such requirements may disable your access to the Services. You agree that we may place cookies and other identifiers on the computers and Devices used to access the Services. Cookies help us confirm your identity and help us keep your transactions secure when you utilize the Services. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Services and other websites, and optimizing the performance of the Website. We may also acquire information concerning the computers and Devices you use to access the Services to facilitate and enhance secure access to the Services.
- 35.5.16. For Accessing the Services Through a Personal Computer. You must have (i) an operating system that consists of Windows NT, 2000, ME, XP, Vista, Win 7 or higher; or Macintosh OS 10.x; and (ii) Access to the Internet and a compatible Internet browser which supports HTML 4.0 and 128bit SSL encryption and Javascript, such as (a) For PC using Windows NT, 2000, ME, XP, Vista, Win 7 or higher: Microsoft Internet Explorer 7.0 and higher; Firefox 3 and higher; Chrome 3.0 and higher; (b) For Macintosh using OS 10.x: Safari 3.0 and higher; Firefox 3 and higher; Chrome 4.0 and higher.
- 35.5.17. Authorization; Unauthorized Use. You authorize us, and our affiliates or third-party vendors, as applicable, to act on and process instructions, including, without limitation, debits, credits, payments, and transfers, initiated under your Login Credentials (or those of your Authorized Users) and you agree that you are responsible for actions that may be taken by anyone using the Services after signing in with your Login Credentials, regardless of whether you actually authorized such action, unless and until you have notified us, according to notification procedures prescribed by us, that your account, Login Credentials, Security Device, or computers have been compromised, and we have had a reasonable opportunity to act upon such notice. We reserve the right to block access to the Services (in whole or in part) to maintain or restore security to the Website or Services or your access thereto.
- 35.5.18. Multiple Signers. If an Account has more than one Signer, each Signer individually has the right to gain access to the Services and have their own Login Credentials.

Accordingly, each such Signer may provide us with instructions, make any decision, obtain any information or make any request associated with the Account and Services, to the extent allowed by the terms and conditions governing provisions of the Account. Any requirement to verify two (2) or more signatures on any item, such as checks, will not apply to transactions initiated through the Services, including electronic transfers, and we will have no liability when consummating these transactions pursuant to the instructions of a single Signer. This means that any person who is a Signer on your Account is authorized to have their own Login Credentials and individually make electronic transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

- 35.5.19. **Monitoring Activity.** You shall frequently monitor activity on your Accounts. We recommend that you review your Accounts at least daily. If you feel your information has been compromised report the suspicious activity to us immediately by contacting us via telephone, followed by written confirmation.
- 35.5.20. **Dual Control.** For Business Customers, we recommend that you implement a dual control system, where appropriate. For example, one Authorized User should be responsible for generating batches, payment instructions, etc., while a separate Authorized User should be required to approve the order before releasing it to us.
- 35.5.21. **Enhanced Security Products.** We encourage you to enroll in products or services that will enhance security. Please inquire with your banker for more information regarding any other such products or services.
- 35.5.22. **Software Updates.** We may, from time to time, require or recommend that you update certain software used in connecting with the Services. You agree to promptly implement such updates.
- 35.5.23. **Modifications.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided, however, that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your use of the Services and/or your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.
- 35.5.24. **Commercially Reasonable.** You agree that you are satisfied with the Security Procedures and that they are commercially reasonable.

35.6 Mobile Deposit Service

The Mobile Deposit Service is designed to allow you to make deposits to your checking, savings, or money market accounts by scanning checks and delivering the images and associated deposit information to us or our processor. There is currently no charge for this service.

Acceptance of these Terms. Your use of the Mobile Deposit Service constitutes your acceptance of these terms and conditions. We reserve the right, in our sole discretion, to change, modify, add, or remove portions of the Mobile Deposit Service. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes to the service, however, we may also ask you to electronically re-agree to these terms and conditions at any time.

Eligible Items. You will deposit only checks and other items acceptable in form and substance to us, in our sole discretion. The image of the check transmitted to us is an item that we are able to process for collection or payment. You will not use the service to deposit any of the following checks or other items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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 or item is drawn.
- Checks or items previously converted to a substitute check. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicable payments.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items absent of endorsement.
- Checks or items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Account.
- Checks or items without a signature or with invalid or unauthorized signatures.
- Checks or items which are counterfeit.
- Checks or items that have been paid, or previously presented for payment at any financial institution.
- Checks or items that have previously been deposited at any financial institution.
- Checks or items that are drawn on your Account.
- Checks or items that are subject to a defense claim in recoupment that can be asserted against you.
- Checks or items that are involved in any insolvency proceeding commenced with you, or in the case of an unaccepted check, the drawer.
- Images of checks or images of other items.
- Checks or items absent of endorsement.

Image Quality. The image of an item transmitted to us using the Mobile Deposit Service must be legible. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), Regulation CC, Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Endorsements and Procedures. Before transmission, you agree to restrictively endorse any check or item transmitted through the Mobile Deposit Service as “For Deposit Only,” “For Mobile Deposit Only,” or as otherwise instructed by us. We may reject any items that have not been endorsed. You agree to follow any and all other procedures and instructions for use of the Mobile

Deposit Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Mobile Deposit Service.

Receipt of Items. We reserve the right to reject any item transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete.

Funds Availability. Checks deposited through the Mobile Deposit Service before 4:00 pm ET on a Business Day will be considered deposited that day. Deposits made on a Business Day after 4:00 pm ET will be considered to be made on the next Business Day. Funds deposited

may not be available for immediate withdrawal and will be available based upon the Funds Availability section of the Bank's Deposit Account Agreement.

Retention of Original Check. Once your check has been credited to your account you must retain the check for 60 days. You may not present the original check or image, or substitute check created from the original check for payment at any other financial institution. During this 60 day period you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check, and you must make the original paper check available to us within 60 days for review at any time and as necessary for us to facilitate the clearing and collection process, to address third-party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check-in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after the 60-day period, you must destroy the original paper check in a manner rendering the data unreadable.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile Deposit Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we will reject your deposit.

Errors. You agree to notify us of any suspected errors regarding items deposited through the Mobile Deposit Service immediately, and in no event later than 60 days after the applicable Account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

35.7 P2P Transfer Service

Service. We have partnered with Visa to enable a convenient way to transfer money between you and Members who have eligible accounts or are enrolled with another financial institution that partners with those same entities. Aliases such as e-mail addresses or mobile phone numbers may be used to prompt a Member to provide eligible account data so that a transfer may take place.

Definitions:

“Deposit Account” means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from P2P Transfer-Transactions.

“Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for P2P Transfer-Transactions.

“Member” means a person who is any one or more of the following: (i) an individual, business or government agency enrolled in the P2P Transfer Service through any Participating Financial Institution; (ii) an individual or business that is enrolled in the P2P Transfer Service to receive funds at the Member's Financial Institution; or (iii) an individual, or business that is not yet enrolled in the P2P Transfer Service, but with whom you attempt to initiate a P2P Transfer Transaction.

“Participating Financial Institution” means any financial institution which is participating in, or cooperating with, the P2P Transfer Service. We are a Participating Financial Institution.

“Member's Financial Institution” means any financial institution, including a Participating Financial Institution, holding a Member's account that the Member has authorized to receive a transfer of funds as a result of a P2P Transfer Transaction.

“P2P Transfer Transaction” means a transaction initiated through the P2P Transfer Service to: (i) transfer funds out of your Funding Account to a Member; (ii) receive a transfer of funds into your Deposit Account from a Member; and/or (iii) send a request to a Member asking the Member to transfer funds using the P2P Transfer Service.

35.8 Terms and Conditions of P2P Transfer Service.

Your use of the P2P Transfer Service will be subject to: (i) the terms or instructions appearing on a screen when using the P2P Transfer Service; (ii) our rules, procedures, and policies and the account agreements applicable to the P2P Transfer Service and your Funding, Deposit and Payment Accounts, as amended from time to time; and (iii) applicable state and federal laws and regulations. Subject to all the terms and conditions of this Agreement, you may use the P2P Transfer Service to engage in P2P Transfer-Transactions with other individuals or businesses who are Members with eligible accounts. The P2P Transfer Service is an online financial service. You agree that you are enrolling as a Member of the P2P Transfer Service. You agree that you will only use the P2P Transfer Service for P2P Transfer-Transactions entered into for lawful purposes. You will not use the P2P Transfer Service to pay taxes or other amounts owed to government entities. You will not use the P2P Transfer Service to pay court-ordered amounts such as alimony or child support. You also agree that when you request money from a Member via the P2P Transfer Service it will never be for: (i) payment or collection of an overdue or defaulted debt; (ii) court-ordered amounts such as alimony or child support; (iii) a gambling debt; or (iv) an amount owed to someone other than you.

35.8.1. Eligibility to Use the P2P Transfer Service.

35.8.2. In order to use the P2P Transfer Service, you must have a Deposit Account. For the P2P Transfer Service offered directly through the Bank's mobile application, eligible Deposit Accounts include checking or savings accounts. In order to receive fund transfers into your account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account. You agree that you will not use the P2P Transfer Service to request, send or receive money from 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. We may, from time to time, introduce new features to the P2P Transfer Service. When this happens, we will update our website to include them.

35.8.3. Use of Telephone Calls, E-mails, and Text Messages. Sending e-mails and text messages on your instruction. Each time you send money using the P2P Transfer Service, you are also authorizing and instructing us to send e-mails and text messages to the recipient concerning the P2P Transfer Transaction. You agree that these e-mails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send e-mails and text messages, you have received permission from that person for us to do so. Please note: (i) each time you initiate a P2P Transfer Transaction, you are authorizing and instructing us to send both an initial e-mail or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same P2P Transfer Transaction, and (ii) these e-mails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

35.8.4. Communicating with you. You agree that we may from time to time make telephone calls, send e-mails and text messages to you in order to: (i) notify you of P2P Transfer-Transactions; or (ii) service your accounts. You agree that we may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any e-mail address, telephone number, or mobile phone number you have provided to: (i) us; (ii) any other Participating Financial Institution; (iii) a Member. You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such e-mail address, telephone number or mobile phone number you have provided to any of these persons for use with the P2P Transfer Service. You further acknowledge and agree that: (i) 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; (ii) you will immediately notify us if any e-mail address or mobile phone number you have registered for use in the P2P Transfer Service is surrendered by you, or changed by you; (iii) in the case of any messages that you may send through either us that we may send or may send on your behalf to an e-mail address or mobile phone number, you represent that you have obtained the consent of the recipient of such e-mails or automated text messages to send such e-mails or text messages to the recipient, and that you understand and agree that any e-mails or text messages that we send on your behalf may include your name; (iv) your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf; and (v) to cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your "STOP" request.

- 35.8.5. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.
- 35.8.6. Declining to use an e-mail address or telephone number. We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific e-mail address or telephone number provided to us by any person
- 35.8.7. Terminating Access. In the event (i) you violate any terms of this Agreement; (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the P2P Transfer Service; or (iii) we incur problems with your use of the P2P Transfer Service, you agree that we may suspend or terminate your access to the P2P Transfer Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other P2P Transfer participants, suspend or terminate: (i) the P2P Transfer Service; (ii) your ability to send or receive funds through a P2P Transfer Transaction; (iii) your ability to send funds through a P2P Transfer Transaction, while continuing to permit you to receive funds through a P2P Transfer Transaction; (iv) your ability to request funds from another Member; or (v) your ability to receive requests for funds from another Member. In the event your access to the P2P Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your P2P Transfer Transactions and use of the P2P Transfer Service.
- 35.8.8. Privacy; Authorization to Use Information; Obligation to Update Contact Information
- 35.8.9. Commitment to privacy. We are committed to protecting your privacy. Except as otherwise provided in this Agreement, all information gathered from you in connection with using the P2P Transfer Service will be governed by the U.S. Consumer Privacy Notice and Digital Privacy and Cookies Policy.
- 35.8.10. Use of personal information to identify you and process P2P Transfer Transactions. You authorize each Participating Financial Institution to use the e-mail addresses and telephone numbers that are associated with you to process and route P2P Transfer Transactions to and from your Funding and Deposit Accounts. In particular, if you: (i) receive notice of a P2P Transfer Transaction via any e-mail address or via text message at any telephone number; and (ii) authorize or accept completion of the P2P Transfer Transaction, then you are also authorizing all Participating Financial Institutions to associate that e-mail address or telephone number with you and with your Funding and Deposit Accounts. You agree that we may provide information about you to: (i) any Member you contact, communicate with, send funds to, or receive funds from, using the P2P Transfer Service; and (ii) any Member's Financial Institution, or any other person, engaged in processing, facilitating, or delivering P2P Transfer

Transactions to which you are a party. The information we provide may include your name, address, telephone number, and e-mail address. You irrevocably waive any provision of our U.S. Consumer Privacy Notice which would prevent us from providing this information in connection with any P2P Transfer Transaction to which you are a party.

- 35.8.11. Additional provisions concerning use of information. You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using our P2P Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department. You understand that in order to complete fund transfers using the P2P Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the P2P Transfer Service concerning the P2P Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing P2P Transfer Transactions or providing the P2P Transfer Service, and you give us a license to do so. You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your P2P Transfer Transactions in order to: (i) initiate and complete P2P Transfer Transactions; and (ii) provide ancillary and supporting services to facilitate your P2P Transfer Transactions and use of the P2P Transfer Service. Your authorization includes, but is not limited to, providing such information to: (i) Members to whom you send funds or from whom you receive funds, using the P2P Transfer Service;
- 35.8.12. Member's Financial Institutions; and (iii) any intermediary or service that is in any way facilitating or processing the P2P Transfer Transaction. We may also disclose information to third parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants. Each time you use the P2P Transfer Service, you represent and warrant to us that: (i) you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Agreement; (ii) you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer; and (iii) all the information you provide to us is true, current, accurate, and complete. We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the P2P Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other P2P Transfer Service participants.
- 35.8.13. Changes to e-mail addresses and telephone numbers. You agree that you will notify us immediately in the event of a change to any e-mail address or telephone number that has been provided to us and is associated with you. You may instruct us to change any e-mail address or telephone number we associate with the P2P Transfer Service at any time. Address and telephone number changes may be initiated: (i) at your request; (ii) if we receive notice of change to your e-mail address or telephone number from any Participating Financial Institution or any common carrier; or (iii) if we receive information from another party in the business of providing correct contact information that the e-mail address or telephone number in our records no longer is associated with you. We may continue to rely on any e-mail address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.
- 35.8.14. Power of Attorney. For as long as you are using the P2P Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit

Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the P2P Transfer Service as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity. You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of the Bank and your use of the P2P Transfer Service. We will not be responsible for any acts or omissions by these persons.

- 35.8.15. YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS AFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.
- 35.8.16. Limitation of Liability. YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR P2P FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER FINANCIAL INSTITUTION; (5) ANY P2P FUNDS TRANSFER LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD-PARTY NOTIFICATIONS SENT TO P2P TRANSFER FUNDS RECIPIENTS' E-MAIL ADDRESSES OR CELL PHONE NUMBERS PROVIDED TO US. We shall have no liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount; or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the P2P Transfer Service. YOU AGREE THAT YOU, NOT WE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE P2P TRANSFER SERVICE.
- 35.8.17. Your Fund Transfers to Others. Types of fund transfers. We may from time to time make available additional or new features to the P2P Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any P2P Transfer Transaction that we believe may violate applicable law. You represent and warrant to us that: (i) all P2P Transfer-Transactions you initiate are for your own account, and not on behalf of another person; (ii) you are not receiving any fee or compensation from any other person in return for initiating a P2P Transfer Transaction; and (iii) you are authorized by the receiving Member to make funds transfers to the Member's account at the Member's Financial institution.
- 35.8.18. Sending Money; Debits by Participating Financial Institutions. You may send money to another Member at your initiation or in response to that Member's request for money. You understand that the use of this P2P Transfer Service 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 Participating Financial Institution to initiate a debit entry to your Deposit Account. You understand that when you send the payment, you will have no ability to stop it. In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a Member may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Members, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Member.

- 35.8.19. Frequency of P2P Transfer-Transactions. We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the P2P Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of the Bank.
- 35.8.20. The dollar amount of P2P Transfer-Transactions. You may not make transfers in excess of limits prescribed by the Bank for security purposes and/or in compliance with network operating rules. Transfers from Deposit Account may be made up to a daily aggregate dollar limit of \$500, a daily dollar limit of \$2,000, and a 30-day rolling aggregate dollar limit of \$10,000. Transfer limits applicable to Members of other financial institutions are governed by the Member's Financial Institution's transfer service agreements. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the P2P Transfer Service. For example, in the event that your use of the P2P Transfer Service has been suspended and reinstated, you understand and agree that your use of the P2P Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the P2P Transfer Service. Your transfer limits may vary from those of other Members, depending upon criteria we establish from time to time.
- 35.8.21. P2P Transfer Transactions subject to the rules of the Funding Account. All P2P Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any P2P Transfer Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).
- 35.8.22. P2P Transfer Transaction descriptions. We may, in our sole discretion, permit you to add a description or comment concerning the P2P Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.
- 35.8.23. Failure or rejection of P2P Transfer Transactions. We do not make any representation or warranty that any particular P2P Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the P2P Transfer Transaction is only an estimate and is not binding on us. You understand and agree that we have no control over the

actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a P2P Transfer Transaction from being completed or may delay its completion. You understand and agree that we may not be able to complete a P2P Transfer Transaction if: (i) the receiving Member does not enroll in or register with the P2P Transfer Service; (ii) the receiving Member does not complete the necessary steps in providing needed information to complete the transfer; or, (iii) the receiving Member does not register with the P2P Transfer Service the specific e-mail address or telephone number you have provided to us for them. Upon learning that a P2P Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so.

- 35.8.24. If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer. We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a P2P Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the P2P Transfer Service to initiate P2P Transfer-Transactions with that Member or customers of that institution.
- 35.8.25. Authorization for fund transfer and suspense of funds. You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the P2P Transfer Transaction and to place the funds in a suspense account pending completion of the P2P Transfer Transaction. You understand and agree that in the case of a P2P Transfer Transaction to a person who has not yet enrolled in the P2P Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient. You also agree that the Member's Financial Institution receiving the funds for a P2P Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Member who has either: (i) not yet enrolled in the P2P Transfer Service; (ii) not yet identified a Deposit Account; or (iii) closed the recipient's prior Deposit Account but still has other accounts open with the Member's Financial Institution. You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each fund transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether or not the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them. You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.
- 35.8.26. No right to cancel or stop a P2P Transfer Transaction. P2P Transfer-Transactions that are in process cannot be canceled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a P2P Transfer Transaction.
- 35.8.27. Processing Payments by Other Members to You; Refunding Payments and Payment Disputes. Payments to you from other Members. You authorize other Members to transfer funds to you as part of the P2P Transfer Service. Fund transfers we receive from a Member on your behalf will be credited to your Deposit Account. All payments received are subject to the rules and regulations governing your Deposit Account. Most transfers of money to you from other Members will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person sending the money. We may

also delay or block the transfer to prevent fraud or to meet our regulatory obligations. 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. You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either: (i) not yet identified a Deposit Account; or (ii) closed your prior Deposit Account but still have other accounts open with us. We may return all or part of any P2P Transfer Transaction to the sending financial institution, at any time and in our sole discretion, if either: (i) we are unable to establish that you are the intended recipient of the P2P Transfer Transaction; (ii) you do not register with the P2P Transfer Service the specific e-mail address or telephone number the sending Member has provided to us for you; (iii) we reasonably believe that completing the P2P Transfer Transaction would violate any applicable law or regulation; (iv) the P2P Transfer Service Participant sending the funds has exceeded any of the sending limits established by the sender's financial institution for P2P Transfer Transactions; (v) you have exceeded or will, by receiving the pending P2P Transfer Transaction, exceed any of your receiving limits for P2P Transfer Transactions; (vi) we are advised that either the Participating Financial Institution, the Member initiating the P2P Transfer Transaction, or the owner of the Funding Account from which the payment was made, has alleged that the P2P Transfer Transaction was fraudulent or unauthorized; or (vii) you do not identify a Deposit Account within a reasonable time.

- 35.8.28. Refunding payments made to you by Members. You agree that you are responsible for the full amount of any P2P Transfer Transaction we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed P2P Transfer Transaction, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member from whom you receive money through a P2P Transfer Transaction.
- 35.8.29. Discharge of obligations. You understand and agree that the extent to which a P2P Transfer Transaction discharges an underlying obligation you have to the recipient of a P2P Transfer Transaction, or an underlying obligation owed to you by the sender of a P2P Transfer Transaction, will be determined by your agreement with the other party and other applicable law.
- 35.8.30. Requesting Money from Another Member and Receiving a Request for Money. Requesting money. We may, at our option, offer you the ability to send a request for money to another Member. You understand and agree that: (i) All requests for money must be delivered to an e-mail address if a Member has not registered a mobile phone number with us or a Participating Financial Institution. (ii) You understand and acknowledge that Members to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other Members by sending a payment request. If a Member ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. We have no obligation to advise you on whether or not the request has been received. (iii) You will not make or repeat a request for money to a Member after you have received notice from any person that either the Member does not wish to receive a request for money from you, or the Member disputes or disclaims the obligation for which the request is made. (iv) You agree that you are not engaging in the business of debt collection by attempting to use the P2P Transfer 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. (v) 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.

- 35.8.31. Receiving a request for money. We may offer other Members the ability to send you a request for money. You have no obligation to respond to the request, either through the P2P Transfer Service or otherwise. You authorize us to deliver to you all requests made by other Members that we reasonably believe are addressed to you. You understand and agree that (i) we are not able to control the frequency, content, or purpose of requests that may be sent to you by other Members; (ii) we make no representations or warranties concerning the genuineness or accuracy of any request you receive; (iii) we do not guarantee that you will receive requests addressed to you through the P2P Transfer Service, and (iv) we may not be able to prevent or block requests from being sent to you, either by specific Members or generally, unless you terminate your enrollment in the P2P Transfer Service.
- 35.8.32. Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- 35.8.33. Miscellaneous. Subject to the terms of this Agreement, the P2P Transfer Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or any authorized third party's control. Live customer service generally will be available Monday through Friday during regular bank hours of operations, excluding US bank holidays.

35.9 Online Wire Transfers Service

- 35.9.1. The Online Wire Transfer Service permits to send wire transfers in U.S. Dollars to domestic and international recipients. For consumer deposit accounts our wire transfer limit is - \$30,000.00, for Business deposit accounts wire transfer limit is - \$100,000.00. We do not limit the number of transfers you may make, but it is limited by your available fund's balance.. Each wire is subject to the current fee as disclosed in HFB Products, Services & Fee Schedule. Wires may be scheduled for either the same Banking Business Day or for a future Banking Business Day
- 35.9.2. Initiating a Wire: The "Wire Transfer" link provides easy to follow instructions for initiating a wire transfer.
- 35.9.3. Security Procedure: All Online Wire Transfers must be initiated and confirmed using the security procedures outlined in this Agreement, as this Agreement is added to, deleted from, or otherwise amended from time to time. You are solely responsible for the confidentiality and use of your user name and password and other identifying data used in connection with the Online Wire Service. You are fully responsible for assuring that each individual authorized to initiate Online Wires is fully informed of the Security Procedures and is prepared to provide to Bank any required authentication information in connection with the Online Wire Service. You are responsible and fully liable for all instructions received by Bank through and under the Security Procedures agreed upon between us. You and the Bank have agreed to security procedures that apply to your access to the Online Wire Service. Those are:
- Access to the Online and Mobile Service using a user name and password.
 - Agreeing to accept a one-time password (i) by SMS text message or by an artificial voice message to your telephone of record with us; or (ii) by an email to your email

of record with us and providing that one-time password into the Online Wire Service upon request, or (iii) directly by Bank customer support representative

- Automatic Alerts: We will provide to you certain automatic alerts via an email to your email of record with us including an alert for each of the scheduling of a wire transfer; an "in process" alert; an alert reflecting the wire transfer being "sent"; an alert validating your cancellation of a wire transfer, and the failure of a wire transfer due to a system issue.

35.9.4. Consent to Emails and Automated Text Messages: By providing to us or by selecting a mobile telephone number for use by us, you and each individual authorized to initiate wires through the Online Wire Service authorize us, our affiliates, agents and independent contractors to contact you at that telephone number for any purpose related to the Bank's Wire Transfer Service.

35.9.5. By initiating Online Wire Transfers, you represent that you are the owner of the email address and any mobile phone number you have provided to us. You consent to receiving any emails or text messages concerning the Online Wire Service. You further acknowledge and agree:

- 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.
- You will immediately notify us if any email address or mobile number you have registered is surrendered or changed.
- Your wireless carrier is not liable for any delay or failure to deliver any message

You agree:

- Your user name and password and other security features of the Online Wire Service are consistent with commercially reasonable practices and satisfy your security standards.
- The purpose of the Security Procedure is to verify the authenticity and authority of the user and the transactions conducted by the user and not to detect errors in the transmission or content of any instructions, including wire transfer instructions.
- You are responsible for the continued integrity of the Security Procedure you use, including without limitation, the confidentiality, and use of your user name and password.
- You will be responsible for all instructions received by us through and under your user name and password, whether authorized or not authorized by you.
- To notify us immediately if you become aware of: (a) the loss, theft or compromise of your user name and/or password used to access the Service; and (b) the unauthorized use of your user name and password used to access the Service or any information pertaining thereto. If you have reason to believe that ANY Security Procedures, in part or in whole used in the Service have or may have become known by unauthorized persons (such as unauthorized individuals, employees or others), you will immediately notify us by telephone. You agree to confirm telephonic notification in writing to us within 24 hours.
- You are solely liable for wire transfer instructions and any other transactions and/or communications initiated by us before we have received notice from you of the breach or potential breach of any Security Procedure and have had a reasonable opportunity to act on such notice. We reserve the right to change any or all of the Security Procedures or codes at any time by giving oral, electronic, or written notice to you.
- You are responsible for implementing security procedures in connection with your use of the Service. It is your responsibility to understand the security capabilities built into the Service and to assign access to the Service to Authorized

Representatives, as appropriate to you and your security needs. You agree to undertake and to perform appropriate measures to ensure the security and integrity of access to and information transmitted by or in connection with the Service

FAILURE TO PROTECT YOUR USER NAME AND PASSWORD AND OTHER SECURITY INFORMATION MAY ALLOW AN UNAUTHORIZED PARTY TO:

(1) USE THE SERVICE; (2) CORRECT, CHANGE, VERIFY, OR SEND DATA OR FUNDS FROM YOUR DESIGNATED ACCOUNT(S) USED WITH THE SERVICE; (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, THE BANK; OR (4) ACCESS YOUR FINANCIAL DATA. ALL ENTRIES INTO THE SERVICE, ALL COMMUNICATIONS SENT AND ALL USES OF THE SERVICES THROUGH YOUR PIN WILL BE DEEMED TO BE YOUR INSTRUCTIONS, YOUR ENTRIES, YOUR COMMUNICATIONS AND USES AUTHORIZED BY YOU AND WILL BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL PINs.

Note: We will never solicit security information or ask you to authenticate security information such as your user name or password or account information, via email.

Domestic wire transfers are not protected by Federal Regulation E. Accordingly,

Important Information: Review the Online Wire Transfer Agreement carefully. It is your responsibility to ensure the accuracy of any information that you enter into the Online Wire Transfer and for informing us as soon as possible if you become aware that this information is inaccurate.

35.10 External Transfers

External transfers permit you to electronically transfer money between accounts you opened at or through a Bank location and accounts you maintain at other financial institutions located in the United States that have a valid routing number.

Limitations:

- You may use external transfers only to make transfers to and from your eligible accounts maintained at a Bank location and any checking, savings or money market accounts maintained at Approved Financial Institutions, from which accounts you must be authorized to make withdrawals, and for which accounts your ownership has been verified. When you transfer funds from a Verified Account at an Approved Financial Institution to your eligible account at any Bank location, the funds will not be available for your use or withdrawal until three (3) Business Days after the transfer is deposited in your eligible account, even if such transfer is reflected in your current balance.
- You may only make transfers to or from your eligible account at Bank locations and Verified Accounts at Approved Financial Institutions. You agree to not transfer funds to or from an eligible account and a Verified Account at an Approved Financial Institution unless you have the authority to do so. You may use external transfers to perform unlimited transfers between eligible accounts at the Bank and Verified Accounts at Approved Financial Institutions; provided, however, that you may not perform more than six (6) transfers per month from any savings or money market account. IN any one (1) Business Day, the total aggregate amount of all transfers to Verified Accounts at Approved Financial Institutions from eligible accounts shall not exceed \$5,000.00. In any one (1) Business Day, the total aggregate amount of transfers from Verified Accounts at Approved Financial Institutions to eligible accounts at Bank locations shall not exceed \$5,000.00
- The Bank reserves the right to obtain additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using the external transfer feature in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of

funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

- When you initially set up an external transfer, we will verify ownership of your accounts at the other bank. You authorize us to validate your ownership through the use of a test transfer, in which one or more low-value payments will be credited or debited from your account at the other bank. Once the test transfer is complete you must access the account at the other bank to retrieve the small-dollar test transactions. Once retrieved you must verify the transactions by entering the values within the Bank's consumer internet banking application
- By using the external transfer feature, you represent and warrant to the Bank that you have the right to authorize external transfers between accounts that you own at the Bank as well as the other bank, and you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize the Bank to use information submitted by you to facilitate external transfers.
- YOU ACKNOWLEDGE AND AGREE THAT WHEN BANK IS EXECUTING AN EXTERNAL FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.
- YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3)
- ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY OTHER FINANCIAL INSTITUTIONS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.
- If the Bank incurs a problem with your use of the external funds transfer feature where we cannot collect with respect to any of your funds transfers as described above, we reserve the right to suspend your right to use the external funds transfer feature. You understand and agree that such action is reasonable for the Bank to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your external funds transfer service by e-mailing the Bank at info@homefed.bank or calling 954-458-2626. The Bank reserves the right at our discretion to grant or deny your reinstatement of external funds transfer privilege. In the event your external funds transfer privileges are reinstated, the Bank reserves the right to lower your per-transaction and monthly dollar limits. Based upon your subsequent usage of external funds transfer, the Bank at its sole discretion may restore your daily and monthly limits.
- You understand that the Bank must rely on the information provided by you to establish an external transfer and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to execute an external funds transfer instructions on your behalf. You understand that financial institutions receiving the external funds transfer instructions may rely on such information as well. Besides transmitting the initial small-dollar test transactions when a new external transfer is established by you, the Bank is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide the Bank with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that

you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- In case of errors or questions about your fund's transfers, telephone us at 954-458-2626 or send us an e-mail at info@homefed.bank or mail us at 900 N Federal HWY, Hallandale Beach, FL, 33009. You should contact the Bank as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your external funds transfers completed or pending at HFB Online banking.

36. Electronic Communications

If you have elected to authorize HFB to act upon electronic communications, then this Paragraph shall apply to any communications (other than Payment orders governed by Paragraph 37 of this Agreement) which are transmitted by telephone facsimile, or other electronic means to HFB by you or by any person representing himself to be any of you or to be an authorized representative of yours (all such communications to which this Paragraph applies being referred to as "Electronic Communications"), including without limitation any such communications regarding deposits or regarding transfers or withdrawals of funds, securities, or other assets to or from any of your Accounts, as well as instructions requesting the issuance of letters of credit (or amending, or waiving discrepancies under, letters of credit) and instructions requesting loans or concerning the purchase or sale of foreign exchange, certificates of deposit, securities, or other assets. Notwithstanding any other provisions of this Agreement, of the Account Application, or any related agreements or documents, HFB may elect, in its sole and absolute discretion and on a case-by-case basis, to comply or refuse to comply with any instruction or request of yours that is governed by this Paragraph. Furthermore, if HFB so elects, in its sole and absolute discretion and on a case by case basis, it may, rather than simply refusing to comply with an Electronic Communication: (a) comply therewith in part only; (b) delay in complying therewith (in whole or in part) until additional information is received by HFB; or (c) take such other action as, in HFB's sole judgment, may be advisable to give effect or attempt to give effect to such Electronic Communication as HFB understands it. Notwithstanding any oral acceptance of any Electronic Communication by any officer, employee, or agent of HFB, HFB may, for any reason or without cause, elect to reject any such Electronic Communication in whole or in part. HFB is hereby authorized and directed by you to respond to any inquiry made by Electronic Communication relating to the status of any Account of yours. The authorizations and any restrictions contained in this Section shall continue in effect until HFB receives and has the opportunity and enough time to act upon, written notice of your decision no longer, to transmit any Electronic Communications to HFB. HFB may, in its discretion, require additional documentation from corporations, partnerships and any other organizations electing to be subject to this Section. You hereby acknowledge that, if HFB elects to act upon an Electronic Communication, HFB does so as an accommodation to you. Therefore, HFB may elect to accept an Electronic

Communication or purported Electronic Communication that it believes to be genuine, and HFB shall in no event whatsoever have any liability to any Customer or to any third parties as a result thereof; and each Customer hereby agrees to indemnify HFB, its affiliates and their respective agents, officers, directors, employees, attorneys, successors and assigns (collectively, the "Indemnified Parties") with respect to all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including any attorneys' fees, whether incurred at trial, on appeal, or without litigation) which may result from any actions at any time taken in response to any purported Electronic Communications, whether or not such purported Electronic Communications are genuine and whether or not authorized by you. For more information regarding Electronic Communications, please refer to the E-SIGN ACT DISCLOSURE STATEMENT.

37. Electronic Funds Transfers

The following terms and conditions shall, at all times, govern all funds transfer transactions effectuated by you through any of your Accounts at HFB (except for those payments effectuated by check or drafts), as well as all funds, transfers received by any of your Accounts at HFB (except for check or draft deposits). The provisions of this Paragraph shall not apply to funds transfers initiated through HFB Online, which shall be governed by the Online Banking Agreement. Unless HFB has otherwise agreed in writing, we will notify you of funds debited or credited to your Account through the Statement covering the period in which the transaction occurred. HFB is under no obligation to provide you with any additional notice or receipt.

37.1 Definitions

In addition to the terms defined elsewhere in this Agreement, the terms used in this Paragraph 37 shall have the meaning assigned to them under Article 4A of Florida's Uniform Commercial Code (Chapter 670, Florida Statutes), or if none, by Federal Reserve Board Regulation J.

37.2 Disclaimers

UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, NOTHING SET FORTH HEREIN SHALL OBLIGATE HFB TO ACCEPT AND EXECUTE A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF; AND HFB SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF, UPON ITS EXECUTION THEREOF. HFB SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN A PAYMENT ORDER, AND Customer CONFIRMS THAT THE SECURITY PROCEDURE (HEREINAFTER DESCRIBED) IS NOT DESIGNED TO DETECT ERRORS.

FOR CONSUMER ACCOUNTS (ACCTHOLDERS RESIDING IN THE U.S. ONLY): For more information regarding HFB's Error Resolution procedures regarding Electronic Funds Transfers in consumer Accounts, please refer to HFB's Notice titled "ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS (FOR CONSUMER ACCOUNTS (ACCTHOLDERS RESIDING IN THE U.S. ONLY))" included in this brochure. For more information regarding HFB's error resolution and cancellation procedures that apply to international remittance transfers, within the meaning given to such term in Subpart B of Regulation E (the "Remittance Rule") issued by the Consumer Financial Protection Bureau, please refer to the Bank's Notice titled: "ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT (For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only)."

If you are a consumer Accountholder that is not a resident of the U.S., refer to ERROR NOTIFICATION FOR NON-U.S. CONSUMER ACCOUNTHOLDERS included in this brochure below.

37.3 Types of Available Transfers

Indicated below are the types of Electronic Fund Transfer (EFT) that HFB is capable of handling, some of which may not apply to your Account. HFB provides a variety of EFT deposit Account services. These include all transfers resulting from debit cards, ATM cards, electronic payment, and credit and transfers. In conjunction with the use of these EFT services, HFB may issue the Customer an access device, which may be a card, code, or other means of accessing your Account to initiate EFT's.

Automated Teller Machines (ATMs) & Debit Cards-The Customer may use the Card to perform the following services:

ATM's

- Daily ATM withdrawal limit of \$500.00 U.S. dollars.
- Make cash withdrawals from checking, savings and money market Account(s) which may not exceed your daily authorization limit.
- Obtain Account balances of your Deposit Accounts.
- You may access your checking or money market Account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get

cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

- Daily purchase limit of \$1,000.00 U.S. dollars where a PIN is accepted. Without a PIN, the daily purchase limit is \$1,000.00 U.S. dollars.
- You can use your Visa Debit Card to make purchases in a foreign country. Money will be dispensed in local currency. An International Service Assessment (“ISA”) fee will be applied to each international transaction (which is a transaction occurring in any country outside the United States, Puerto Rico or the U.S. Virgin Islands), regardless of whether foreign currency is converted. Whether or not a transaction is subject to the ISA is determined by the merchant.

Point of Sale Transactions

- Purchase goods and services from merchants and ATM's who have agreed to accept the Customer's card as a means of payment.
- Withdraw cash in conjunction with a purchase of goods and services if permitted by the merchant.

Other

- In addition to the services listed above, the Customer may use their card to purchase goods and services from merchants who accept their card as a means of payment. Purchases may not exceed the Customer's daily purchase maximum.

37.4 EFT'S Initiated by Third Parties

The Customer may authorize a third party to initiate electronic funds transfers between their Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by the Customer. These transfers may use the Automated Clearinghouse (ACH) or other payments network. The Customer authorization to the third party to make these transfers can occur in several ways. In some cases, the Customer authorization can occur when the merchant posts a sign informing the Customer of their policy. In all cases, the transaction will require the Customer to provide the third party with the Customer Account number and bank information. This information can be found on your checks as well as on a deposit or withdrawal slip. Thus, the Customer should only provide your bank and Account information (whether over the phone, the internet, or via some other method) to trusted third parties whom the Customer has authorized to initiate these electronic funds transfers. Examples of these include, but are not limited to:

- Preauthorized credits. The Customer makes arrangements for certain direct deposits to be accepted into their checking or savings Account(s). For example, the Customer authorizes their employer in writing to pay you through direct deposit of your paycheck to your Account. You provide your employer with Account and routing number information to enable your employer to credit your Account. The transfers are processed electronically through ACH and your Account is credited for the amount of your paycheck each payday.
- Preauthorized debits. The Customer can make arrangements to pay certain recurring bills from their checking or savings Account(s). For example, the Customer can give advanced written authorization to companies that provide service to the Customer, to debit their Account electronically each month in the amount of their monthly bill.
- ACH, Preauthorized electronic fund transfer. The Customer can purchase goods from a merchant and provide the merchant with a voided check which allows the merchant to capture routing, account and serial number information. The transaction is processed electronically through ACH, and the Customer's Account is debited for the purchase price of the goods. Another example is if the Customer sends a check to a merchant who bills the Customer on a periodic basis. The merchant uses the information on the check to process the payment electronically through ACH and the Customer's Account is debited for the bill.

- Electronic check conversion. The Customer may provide a check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use the information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail.

37.5 EFT Limitations on Frequency and Amount

- There may from time to time be limits on the dollar amount of electronic fund transfers that the Customer can make. These limits are for security reasons and may change from time to time. There may be additional limitations elsewhere in this agreement. The Customer's ability to initiate transactions also may be limited by the terms of other agreements that the Customer might have with HFB or as described in other disclosures HFB might have made to the Customer, or by applicable law. The Customer agrees to abide by and be bound by all applicable limitations.
- The Customer may purchase up to a maximum of \$1,000.00 worth of goods and services per day where a PIN is accepted, without a PIN the daily purchase limit is \$1,000.00, exclusive of ATM withdrawals - provided that there are enough funds in the Customer's Account.
- Transfers from Savings and/or Money Market Accounts another Account or to third parties through preauthorized or automatic transfer, or telephone agreement, order or instructions, or by check, draft, debit card, or similar order are limited to no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per statement cycle.
- Transfers from a Savings Account to another Account or to third parties through preauthorized or automatic transfer, or telephone agreement, order or instructions, or by check, draft, debit card, or similar order are limited to no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per statement cycle.

37.6 Financial Institution's Liability

If HFB does not complete a transfer to or from the Customer's Account on time or in the correct amount according to HFB's agreement with the Customer, HFB will be liable for the Customer's losses or damages. However, there are some exceptions. HFB will not be liable, for instance:

- If through no fault of HFB, the Customer does not have enough money in their Account to make the transfer.
- If the Customer has an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where the Customer is making the transfer does not have enough cash.
- If the terminal or system was not working properly and the Customer knew about the breakdown when the Customer started the transfer.
- If circumstances beyond HFB's control (such as fire or flood) prevent the transfer, despite reasonable precautions that HFB has taken.
- If HFB has reasons to believe that a transaction has not been properly authenticated or is fraudulent.
- If the funds in the Customer's Account are subject to legal process or other encumbrance restricting the transfer.
- There may be other exceptions stated in HFB's agreement with the Customer.

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

37.7 Confidentiality

HFB will disclose information to third parties about the Customer's Account or the transfers the Customer make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of the Customer's Account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- To collect any debt that the Customer may owe to HFB or any of HFBs affiliates.
- In accordance with the Customer written permission.
- Is otherwise permitted by the terms of the Bank's Privacy Policy.

37.8 Unauthorized Transfers

Consumer Liability: Customers are responsible for any EFT transaction that the Customers make with their card and PIN. The Customer is also responsible for any EFT transaction made by someone else to whom the Customer has given their card or PIN.

Tell us AT ONCE if you believe your card or PIN has been stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). Also, if your monthly statement shows EFT transactions made with your card and PIN that you did not make (or give someone permission to make for you), tell us AT ONCE.

If you tell us within two (2) business days after learning that your card or PIN has been lost or stolen, the liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers. If the consumer exceeds the two (2) business day limit, the Customers liability still will not exceed \$500.

If you do not notify us within sixty (60) days after we mail your statement covering the period in which an unauthorized transfer was made, you may be liable for up to the entire amount of any loss. If HFB would have been able to have prevented a loss if you had notified HFB prior to the expiration of such sixty (60) day period, you will be liable for all such losses. HFB may, in its sole discretion, extend this time limit if we determine, in our sole discretion, that such a delay was for a good reason (such as a hospital stay).

Additional limits on liability for VISA Debit Card. Unless the Customer has been grossly negligent or has engaged in fraud, the Customer will not be liable for any unauthorized transactions using their lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using the Customers Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

Contact in Event of Unauthorized Transfer. If you believe your card and PIN has been lost or stolen or that someone has or may use them to withdraw money from your deposit Account without your permission, telephone the number or write to the address listed in this brochure, located under the Error Resolution Procedures for Electronic Transfer.

37.9 Payment Orders

Payment orders for funds transfer transactions and the cancellation or amendment thereof ("Payment Order(s)"), shall be communicated to HFB only via telefax, E-Mail or through HFB Transfer or by original writing. Payment Orders must be sent to and received at HFB Office. Payment Orders must be received at HFB Office on a Banking Day and before such cut-off time(s) as HFB designates from time to time for Payment Orders. Payment Orders not received on a Banking Day or received after the designated cut-off time(s) shall not be processed by HFB until its next succeeding Banking Day.

We reserve the right to process Payment Orders received by HFB from its various customers in such order as is determined by HFB, at its sole discretion. We further reserve the right to reject or delay its acceptance and/or execution of any Payment Order which HFB determines is unclear, incomplete or otherwise unsatisfactory to HFB. HFB will use its best efforts to provide you with written notice of its rejection of any Payment Order on or prior to the execution date of the Payment Order, using the

same means of communication used by you to transmit the Payment Order to HFB; provided, however, that HFB shall not be liable to you for interest compensation as a result of its failure to give such notice. You agree that this procedure constitutes a commercially reasonable means of notice. No Payment Order shall contain, and HFB shall have no duty or obligation to execute any Payment Order that contains any condition to its execution except that you may specify the date of payment. If a Payment Order does not specifically designate the Account which is to serve as the source of payment of the Payment Order, any of your Accounts at HFB shall be an authorized Account for such Payment Order, if payment of the Payment Order from that Account is not inconsistent with any restrictions imposed by you on the use of that Account. HFB may condition its acceptance and/or execution of a cancellation or amendment of the Payment Order by any one or all of the following: (a) receipt of adequate information reasonably identifying the original Payment Order; (b) an indemnity or bond holding HFB harmless from any and all liability arising from HFB's execution of the amendment; (c) HFB's receipt of sufficient notice to provide it with a reasonable opportunity to act; and (d) compliance with the Security Procedure (hereafter described).

37.10 Authorized Persons

Any person(s) who have authorized signors on the Account from which the funds transfer is to be effectuated shall be deemed to be an Authorized Person on such Account for a Payment Order.

37.11 Security Procedure and Verification

All Payment Orders issued by you to HFB on an Account shall be subject to verification by HFB prior to execution, in accordance with the Security Procedure described in the Account Application or such other application or form made available by HFB, to be delivered by HFB and completed by you, the terms of which are incorporated herein by reference (the "Security Procedure"). You hereby confirm that the Security Procedure is COMMERCIALY REASONABLE considering your circumstances and requirements, and the type and frequency of funds-transfer transactions contemplated by you through the Accounts. You further confirm that the Security Procedure was mutually agreed upon between you and HFB after consideration of several commercially reasonable security procedures offered by HFB. At HFB's request, you will execute and deliver to HFB a receipt for the Security Procedure materials, in the form requested by HFB.

The Security Procedure is strictly confidential and should not be disclosed by you or an Authorized Person (hereinafter defined) to anyone else. You covenant to establish and maintain adequate procedures to safeguard the Security Procedure. You further covenant that, should you or an Authorized Person have reason to believe that the Security Procedure has become known to any unauthorized person, you shall immediately notify HFB (via verified telefax) of such disclosure.

Upon verification of a Payment Order pursuant to the Security Procedure, HFB is authorized and directed to execute, pay, and/or act upon such Payment Order pursuant to its terms, without need of any further inquiry of you, and to debit the Account from which the funds transfer is to be effectuated. If a Payment Order is duly verified pursuant to the Security Procedure, except as otherwise provided by applicable law, such a Payment Order will be deemed effective as your Payment Order and you shall be obligated to pay HFB the amount of the Payment Order as provided therein, whether or not such Payment Order was in fact authorized by you or any of its Authorized Persons.

You acknowledge that the sole purpose of the Security Procedure is to verify the authenticity of Payment Orders, and not to determine their accuracy. You are solely responsible for any duplication of Payment Orders and for the accuracy of the content of Payment Orders and their transmission to HFB.

Notwithstanding any provisions herein to the contrary, HFB may refrain from executing a Payment Order if HFB believes that it may not have been authorized by you or that there may be a security breach with respect to any Account(s) affected thereby.

37.12 Beneficiary and Intermediary

You shall be solely responsible for correctly identifying the beneficiary's account and beneficiary's bank in each Payment Order. Furthermore, HFB may, at its discretion, require you to select and

identify in a Payment Order, the intermediary bank(s) to be used in the funds-transfer. If you do not designate in a Payment Order the particular intermediary bank to be used by HFB in the funds transfer, HFB may choose in its sole discretion, the interbank to be used.

HFB shall rely exclusively upon the identifying number contained in a Payment Order for the intermediary or beneficiary's bank, as well as for the beneficiary's account. In the event of an inconsistency in a Payment Order between the name and identifying number of any intermediary or beneficiary's bank or beneficiary's account, you shall be solely and fully liable to HFB for any loss, damage, liability, expense, and cost, including reasonable attorneys' fees, incurred by HFB as a result of such misdescription or inconsistency.

37.13 Funds Transfer System

You agree that HFB may use any means or routes which we in our sole discretion consider suitable to execute your funds transfers. Funds transfers to or from your Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, and NACHA or any regional association. However, with respect to international remittance transfers, within the meaning given to such term in the Remittance Rule, to the extent of any inconsistencies between the above-referenced rules and the provisions of the Remittance Rule, the provisions of Remittance Rule shall prevail. Notwithstanding anything to the contrary contained herein, the rights and obligations that apply to such transfers are set forth in the Remittance Rule and, as applicable, as set forth in Florida law.

37.14 Restrictions

You confirm that you have not communicated to HFB any restrictions and/or limitations whatsoever relevant to Payment Orders, other than those specifically noted in each Payment Order. Notwithstanding the foregoing, no such restrictions and/or limitations shall be binding upon HFB unless HFB has previously agreed to them in writing.

37.15 Record of Telephonic or Other Instructions and Communications

HFB may (but is not required to) record, electronically or otherwise, any communications, instructions, and other discussions between you and HFB that relate to the issue of past, present, or future funds transfers affecting your Account(s). You give your prior consent to these recordings, and it is the parties' intent that this prior consent be the prior consent to such recording, if any, required under applicable state law. HFB may retain these records for as long as it deems appropriate and may destroy them at any time in its sole discretion. We may disclose the contents of such records at such times, to such persons, and for such purposes, as we deem appropriate in our sole discretion. The decision to record any telephone conversation shall be solely within HFB's discretion, and HFB has no liability whatsoever for failing to do so.

37.16 Overdraft

You agree that each Payment Order shall not exceed the balance of readily available funds in the Account from which the funds transfer is to be effectuated and that HFB shall have no duty to execute any Payment Order if it exceeds the balance of readily available funds in such Account. If HFB, at its sole discretion, agrees to execute a Payment Order thereby creating an overdraft in an Account, you agree to promptly pay HFB any overdraft balance resulting in such Account, the Overdraft Charge and the Overdraft Interest as set forth in HFB Products, Services & Fee Schedule made available by HFB, as same may be amended from time to time. HFB makes no representation that HFB's Overdraft Interest is the lowest or best rate of interest offered by HFB for overdrafts or for loans of any other kind. You agree that HFB may set-off the amount of any such overdrafts, Overdraft Charge and Overdraft Interest against any of your Accounts at HFB. Each Customer is jointly and severally liable for paying any overdrafts, Overdraft Charge and Overdraft Interest created by any Authorized Person, or party to the Account, whether or not the Customer participated in the Payment Order.

37.17 Limitation of Liability

To the maximum extent permitted by applicable law, HFB shall not be liable to you for any special, indirect, consequential, punitive or exemplary damages or losses resulting from HFB's delayed or improper execution of a Payment Order or for its failure to execute a Payment Order and you shall be limited exclusively to your expenses directly related to the transaction, incidental expenses and interest losses.

37.18 Foreign Currency

Should HFB receive a Payment Order from you requiring HFB to effectuate a payment in a currency other than U.S. Dollars, HFB shall proceed to debit your Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at HFB's prevailing rate of exchange prior to the execution or payment of the Payment Order. You further agree that the execution of a Payment Order which requires payment in a currency other than U.S. Dollars may be reasonably delayed by HFB, as appropriate in order to permit HFB to complete the conversion of currency.

37.19 Indemnification

Except as may be limited by applicable law, you agree to indemnify each of the Indemnified Parties and to hold each of the Indemnified Parties harmless from and against each and all of the following (the "Liabilities"): (a) any costs and expenses incurred by HFB in its execution of a Payment Order or in its performance of the terms and conditions of this Agreement; (b) all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement and/or HFB's execution of any Payment Order; (c) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of HFB's execution of any Payment Order or otherwise performing any duties or obligations arising under the terms and conditions of this Agreement; and (d) any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by any Indemnified Party as a result of any of the foregoing or because of any breach of the terms and conditions by you. HFB is hereby authorized to set-off the amount of any of the Liabilities against any of your Accounts, and each Customer shall be jointly and severally liable for paying such set-off, whether or not the Customer participated in the Payment Order or benefited from its proceeds.

37.20 Advices/Statements

Notification of Error/Discrepancy: HFB shall provide you with an advice of debit of Account and/ or with a statement of Account, which advice and/or statement will provide you with enough information to identify the Payment Order. You agree to examine each advice and/or statement promptly upon receipt and to notify HFB immediately via verified written communication of any error or discrepancy in any such records. HFB shall not be liable to you for interest compensation unless you notify HFB of an error or discrepancy within twenty (20) days from the date of your receipt of the advice and/ or statement identifying the Payment Order. Furthermore, you shall be precluded from asserting any claim against HFB with respect to the Payment Order (or from otherwise objecting to any debit therefore to your Account), unless HFB has received verified written notification from you of any error or discrepancy with regard to a Payment Order within one (1) year from the date of your earliest receipt of notification of the Payment Order. You shall not be relieved of these obligations and time limitations by reason of the fact that the advice and/or statement have been placed on "Online Banking"; you were under an affirmative duty to retrieve such statements and/or advices at HFB office on the date that the statements and/or advices are customarily sent or made available, and to review them within the period specified above.

37.21 Records

HFB's records relating to Payment Orders or to any funds transfer transaction occurring through your Accounts, kept by HFB in the regular course of its business, shall be presumed to adequately reflect the correct terms and conditions of any Payment Order received by HFB from you.

37.22 Fees

You agree that HFB shall charge, and you shall pay to HFB promptly, such fees as HFB may charge from time to time for the funds-transfer services. Such fees shall be posted as set forth in HFB Products, Services & Fee Schedule made available by HFB (see appendix for more details), as the same may be amended from time to time. We will notify you of new or changes in fees when required by law.

37.23 Notice/Funds Transfers

All notices directed to HFB relating to funds transfers shall be sent to HFB Office to the Attn: Account Officer. All notices directed to you shall be directed to your last known address as reflected in HFB's records.

38. Hold Mail

You may specifically request this service on your Account Application, or such other application or form made available by HFB. In such an event, HFB will retain and not forward Mail (as hereinafter defined) to you. Except as otherwise required by law, HFB is hereby expressly authorized and directed to hold and retain at HFB, all mail, correspondence, notices, legal process, statements of Account, checks, items, debit and credit memos, and any other written documents (collectively, the "Mail") which HFB, from time to time, may produce and/or receive in connection with, or which HFB may be obligated or wish to deliver to Customer with regard to, an Account and any loans, deposits, letters of credit or other transactions that Customer may have with HFB. Notwithstanding the foregoing, HFB shall have the right, at its sole discretion, should it deem it necessary or advisable in order to create, protect, maintain and/or assert any rights of HFB with regard to Customer, the Account(s) or any transactions of Customer with HFB, or for any other reason, to send and/or deliver any Mail to you at your last known address. Except as otherwise required by law, HFB shall have no obligation whatsoever to notify you about the existence of any Mail held by HFB hereunder or about any Mail sent or delivered by HFB to you.

Customer shall regularly arrange to examine any Mail held by HFB hereunder by personally (or by proxy) retrieving such Mail at HFB Office and/or by delivering written instructions to HFB Office (in form and substance satisfactory to HFB) designating the manner of delivery of the Mail to Customer. For the avoidance of doubt, HFB is authorized to provide your Mail to any Authorized Person for your Account(s) or other individual designated by you in your Account Application or such other applications or forms made available by HFB seeking to retrieve your Mail in person.

HFB shall hold the Mail for a period of one (1) year after same is ready for mailing or forwarding. At the retention of Mail for one (1) year without pick up by Customer, such Mail will be destroyed. Either party may discontinue the Hold Mail arrangement at any time by giving written notice to the other of such discontinuance, provided, however, that HFB may continue to rely upon the terms herein until HFB has had a reasonable opportunity to act on the notice of discontinuance.

Customer agrees that HFB shall charge, and the Customer shall pay HFB promptly, any fees as HFB may charge from time to time for hold-mail services. Such fees shall be made set forth in HFB's Products, Services & Fee Schedule available at www.homefed.bank and may be changed from time to time without prior notice to the Customer.

39. Bill Payment Service

This service is available for all Accounts except Time Deposit Accounts. The Customer may request this service by checking the appropriate box in the Account Application at the time an Account is established or by making a specific written request at any time thereafter. HFB then will pay, from time to time, bills that you specify to us in an acceptable written form and will debit your Account for the amount of each such bill that HFB pays on your behalf. HFB will also debit your Account for the applicable service charge which is then in effect, and which HFB may change from time to time. You understand that in performing this service HFB may make the bill payments by check or funds transfer (which may be through an automated clearing house), that HFB will be acting as your agent in making such payments on your behalf, and that all such payments will be subject to applicable Florida and federal law and to all applicable rules and operating procedures. You agree that HFB shall have no

obligation to review invoices, make inquiries, or take any other action for the purpose of determining independently the amount of required payment, the name or address of a payee, or any other information relating to a requested bill payment. Without limiting the generality of the foregoing, in the event you wish us to make future payments in amounts that are not now known (e.g., you wish us to pay a property tax bill each year), a written request must be made at the time the amount required to be paid (and all other relevant information) is known. You also agree that HFB is under no obligation to comply with your bill payment instructions if the designated Account does not have sufficient funds available at the time of requested payment. If there are insufficient funds available in your designated Account on the date a payment is requested, we will be under no obligation to attempt to complete the payment on subsequent Banking Days. Generally, payments will be processed on the date specified in your bill payment instructions. If, however, you specify a date which falls on a Saturday, Sunday, or holiday, the payment will not be processed until the next Banking Day. You must allow sufficient time for your payment to reach its destination. HFB will not be liable for any errors or delays in processing or making any such payment (including postal delays and processing delays by the payee), except errors or delays caused by HFB's gross negligence, or for HFB's inability to make any payment due to circumstances beyond HFB's control or if there are insufficient funds in your Account with which to make the payment. Your authorization will remain in effect until HFB receives written notice of cancellation. You hereby agree that, in the absence of HFB's gross negligence, you will indemnify and hold harmless each of the Indemnified Parties against and from any and all losses, damages, fines, penalties, expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal, or without litigation), and other liabilities that may at any time or times result from or relate to this service.

40. Power of Attorney

We may, at our sole discretion, accept or act upon your designation of an attorney in fact to operate or transact business through an Account. Any instrument or document purporting to constitute a grant by you of a power of attorney or other authorization to any other person or entity relating to an Account must be in the Power-of-Attorney form required by HFB. Without limiting the generality of the foregoing, HFB, in its sole discretion, may or may not honor or accept a Power of- Attorney sought to be used to open or close an Account or to deposit or withdraw funds from an Account or to supply endorsements on checks or any other items.

If and to the extent that we determine to honor a Power-of-Attorney, we shall be entitled to rely thereon and shall not be liable to you by acting in reliance thereon, provided that any action taken by HFB occurs before we receive and have reasonable opportunity to act upon a written: (a) revocation of the Power of Attorney; (b) notice of your death; or (c) notice that you have been declared legally incompetent.

41. Forms & Checks

We will arrange for the printing of all checks, deposit slips, Stop Payment requests and other forms and documents necessary for the handling and operation of an Account ("Account Form(s)"). We shall not be required to accept any document or instrument other than an Account Form with reference to any transaction pertaining to an Account, unless we, at our sole discretion, have agreed in writing with you to accept such instrument or document. You shall maintain custody and control of all checks and checkbooks received from HFB relating to an Account in a safe and sound manner, so as to avoid any possibility of theft, loss or alteration.

Furthermore, you shall immediately report to HFB by phone, or to HFB Support via e-mail at info@homefed.bank or, in a written confirmation, the theft, loss or alteration of any check or checkbook.

42. Fees and Charges

All Accounts shall be subject to those service and maintenance fees/charges adopted by HFB and now in effect, as reflected in HFB's Products, Services & Fee Schedule made available by HFB, as

amended from time to time without prior notice to you. You hereby acknowledge the receipt of HFB's current Products, Services & Fee Schedule. We will mail or e-mail a notice to you of new service and/or maintenance fees/charges at least thirty (30) calendar days before such fees/charges become effective. We will also mail a notice to you at least thirty (30) calendar days before we change an existing fee/charge if such change will adversely affect you. Fees and charges may be regularly debited from an Account without notifying you in advance. If there are insufficient funds in the Account to which charges and/or fees correspond, we may, at our sole discretion, debit another of your Accounts for such charge/fees. We shall not be liable for the dishonor of any item drawn on an Account or the failure to conduct any funds transfer ordered on an Account because of insufficient funds resulting from the deduction of fees/charges.

43. Change of Address

You must notify HFB of any change in your address. Any notice of a change in your address must be in writing, signed by you, and delivered to HFB at HFB's Office or emailed to HFB Support at info@homefed.bank, or sent through HFB online. Any mailings, including Account statements, which are returned to HFB as undeliverable, may result in the suspension of further mailings until a correct address is received by HFB and will be subject to a fee as per HFB's Products and Fees Disclosure made available by HFB, as amended from time to time.

44. Correspondents and Affiliates

We will not be liable to you for any act, omission, misconduct or negligence of any of our representative offices, correspondents, intermediaries, affiliates or subsidiaries and each correspondent, affiliate, intermediary, or subsidiary shall be liable for its own acts, omissions, misconduct and/or negligence.

45. Legal Fees and Costs

Customer agrees to pay HFB on demand all losses, costs, and expenses (including without limitation the fees and expenses of counsel, whether incurred at trial, on appeal, or without litigation) incurred by HFB in connection with this Agreement, the Account Application, any other related document, your Account(s), or any service provided by HFB to Customer, including, but not limited to, losses, costs, and expenses sustained as a result of (a) a default by the Customer in the performance of any obligations under this Agreement, the Account Application, or any other related document, (b) any dispute or potential dispute of any nature (whether or not suit or Process is initiated involving any Account(s)); (c) any Process received by or served on HFB; (d) any claim by a third party, whether legally enforceable or not, against HFB and/or any Account(s); and (e) any of the other events or circumstances constituting an Indemnified Liability under Paragraph 49 of this Agreement.

46. Legal Process/Proceeding

Should we be served or receive any process, subpoena, summons, complaint, order, injunction, execution, distraint, garnishment, levy, lien, pleading or other legal process and/or should HFB become involved in any judicial or administrative action or proceeding (hereinafter jointly or severally referred to as "Process"), relating (or appearing to relate) to you or an Account, or which we believe involves you or any Account, then we may, at our sole discretion: (a) comply with such Process; (b) freeze all or a portion of the funds deposited in any Account and withhold any payment, withdrawal or transfer from such Account until the Process is resolved to our sole and complete satisfaction, even if such action results in insufficient funds to pay checks you have written or transfers you have ordered; and (c) follow (and rely absolutely on) the advice of our legal counsel as to the appropriate response to such Process, even if such advice shall turn out to be incorrect. We shall be under no obligation to notify you of any Process nor to contest any Process on your behalf.

You shall be liable to HFB for the payment of, and HFB may charge to any of your Accounts (whether or not it is the same Account with respect to which the Process relates) for any costs and expenses including without limitation attorneys' fees incurred by HFB in addressing and/or responding to any

Process. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the Process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your Account shall be subject to our right of setoff and security interest.

You agree that we will not pay, and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or response to Process. Finally, you agree that we may accept and comply with the legal process, irrespective of how and/ or where it was received even if the law requires any particular method of service.

In the event of any dispute relating to any of your Accounts (whether initiated or threatened by you, by HFB or by any third party), or in the event HFB receives conflicting instructions, claims, or demands relating to such Account, HFB may take any action which it or its legal counsel considers advisable, including without limitation "blocking", "freezing" or impounding any funds in such Account, placing such funds in a suspense Account or interpleading such funds; and all resulting costs and expenses of HFB, including without limitation any attorneys' fees (and attorneys' expenses) incurred at trial, on appeal, or without litigation, shall be reimbursed by you to HFB upon its demand (and you hereby authorize HFB to debit any of your Accounts for such amounts).

47. Force Majeure

Without limiting the generality of other provisions of this Agreement, we shall not be liable to you for any failure, omission, delay, interruption or error in the performance of any of the terms, covenants, and conditions of this Agreement or otherwise, due to causes beyond our control including, without limitation, power electronic or telecommunications failures, equipment malfunctions, suspension of payment by other financial institutions, bank moratoriums or holidays, labor disputes, currency/exchange restrictions, trading suspensions, acts of God, public enemy or superior governmental authority, war, civil commotion, legal compulsion, insolvency or negligence of other financial institutions. Furthermore, we shall have no responsibility or liability for any blockage or reduction in the availability of funds in an Account due to restrictions imposed or actions taken by any governmental supervisory or monetary authority or by any other third party.

48. Pledge and Security Interest

In consideration of any extensions(s) of credit or other financial accommodations(s) now or hereafter given or continued by HFB, or any of its branches, agencies, offices, subsidiaries, or other affiliates (all of the foregoing, including HFB, being the "Secured Parties") to you or any of you, and as security for the payment of all obligations and liabilities (whether direct or indirect, several or joint, matured or otherwise current, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorney's fees, other expenses, or any other amounts) which are now or hereafter owing to any of the Secured Parties by you or any of you (with or without other obligors) (all of such obligations and liabilities being the "Indebtedness"), you hereby assign transfer and pledge to the Secured Parties and grant the Secured Parties a security interest in all of the following, whether now or hereafter existing (the "Collateral"):

(a) all Accounts (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, and balances and credits maintained with HFB or with any other Secured Party by you or any of you, (b) any and all other assets (including without limitation all notes, instruments, bonds, and securities) held at or in the possession and/or control of HFB or with any other Secured Party on behalf of you or any of you; (c) all obligations of HFB to you, whether now existing or hereinafter arising; and (d) any and all proceeds of any Collateral. Upon any default by you or any of you in the payment when due of any Indebtedness, HFB and all other Secured Parties are hereby authorized to set off and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness pursuant to any applicable provisions of Article 9 of the Uniform Commercial Code (or in any other manner authorized by law), all at such time or times, to such extent and in such order as HFB and the other Secured Parties may in their discretion elect. The lien, pledge, security interest, and assignment made hereunder shall be and remain irrevocable until

such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and HFB and any other Secured Party are satisfied that no further Indebtedness shall thereafter arise.

49. Indemnification

In consideration for opening and maintaining your Account(s), as well as other financial accommodations and services HFB extends to you from time to time, you hereby agree to indemnify and hold each of the Indemnified Parties harmless from and against any and all claims, causes of action, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, taxes and any other liabilities, including without limitation, reasonable attorney's fees (and attorney's fees incurred on appeal), and any other costs or disbursements of any kind or nature whatsoever, by whomsoever brought or caused, which may be imposed upon, incurred by, or asserted against any of the Indemnified Parties, In any way relating to, or arising out of: (a) this Agreement and HFB's compliance with and/or performance of its duties and obligations hereunder; (b) any dispute or potential dispute arising under this Agreement, including but not limited to, disputes involving Account owners, beneficiaries, and representatives of owners and/or beneficiaries; (c) the presentation, payment or dishonor of any item drawn on an Account (including but not limited to wrongful dishonor claims made against HFB); (d) the acceptance of any item for deposit in an Account; (e) HFB's execution of any funds transfer Payment Order (hereinafter defined) in accordance with its terms; (f) any action taken by HFB or which HFB refrains from taking with regard to any Property; (g) any Process involving or affecting an Account; (h) any transaction effectuated through an Account; (i) any issue as to the ownership of, or authority on, an Account; (j) HFB's compliance with a Stop Payment request; and/ or (k) any breach of the terms and conditions of this Agreement by you (collectively, the "Indemnified Liabilities").

50. Right of Set-Off

In addition to any general banker's lien or right of setoff or similar right to which HFB may be entitled by law, HFB may at any time and without prior notice to you (such notice being hereby expressly waived by you) combine or consolidate (a) all or any of the obligations and liabilities, including all Indemnified Liabilities (whether direct or indirect, several or joint, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses, or any other amounts) which are at any time due and payable to HFB, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (with or without other obligors), together with (b) all or any of the Accounts, deposits (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, balances and credits maintained with HFB, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (and any obligations of any other types owing by HFB, or any of its branches, agencies, offices, subsidiaries, or other affiliates to you or any of you), thereby setting off and applying those assets of yours described in clause (b) above, in such order as HFB may elect, against those obligations and liabilities of yours described in clause (a) above. The rights of HFB or any of its branches, agencies, offices, subsidiaries, or other affiliates under the foregoing provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded HFB, or any of its branches, agencies, offices, subsidiaries, or other affiliates by law or other contract.

51. Limitation of Liability

HFB and its directors, officers, employ attorneys, and agents (each of the foregoing, including HFB, being an "Exculpated Party") shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to this Agreement, or the presentation, payment, or dishonor of any item drawn on any Account of yours, or the acceptance of any item for deposit in any such Account, or any Process relating to (or appearing to relate to) any such Account, or any other matter or transaction

contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of such Exculpated Party). In addition, each Indemnified Party shall at all times be indemnified, reimbursed, and held harmless by you (and, at the request of HFB be defended by you) from and against any and all claims, demands, causes of action, liabilities losses, damages, costs, and expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal or without litigation) which may at any time or times be imposed upon, incurred, or suffered by, or asserted against, such Indemnified Party in connection with any acts, omissions, or circumstances arising out of or relating to this Agreement, or any breach of this Agreement by you, or the presentation, payment, or dishonor of any item drawn on any Account of yours, or the acceptance of any item for deposit in any such Account, or any Process relating to (or appearing to relate to) any such Account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party).

52. Notices

All notices and other communications or writings sought to be given by HFB to you shall be deemed to have been delivered to all Customers on an Account when:

(a) transmitted to any Customer on the Account via E-mail to such Customer's last known E-mail address; or (b) deposited with the U.S. Mail, addressed to any Customer on the Account and directed to such Customer's last known address. Notice from you to HFB will be considered effective when delivered in writing to HFB Office and received by a duly authorized officer of HFB on a regular Banking Day during regular Banking Hours.

53. Waivers

You waive demand, presentment, protest, notice of protest and notice of dishonor as to all items presented to or received by HFB for deposit, collection or payment with reference to any Account.

54. Corporate/Partnership Authority

If Customer is a corporation or partnership, Customer represents that it has complied with all necessary corporate/partnership formalities in relation to the execution and performance of this Agreement, including but not limited to obtaining or adopting all required authorizations, approvals, and resolutions of its board of directors, shareholders and/or partners, that the execution and performance of this Agreement by Customer does not and will not violate any provision of law or of Customer's organizational documents and/or partnership agreement, and that this Agreement represents a valid, binding, and enforceable obligation of Customer.

We can obtain credit or other reports about you and your co-owners to help us determine whether to open or maintain an Account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

55. Waiver of Sovereign Immunity

To the extent that any of you has or may at any time acquire any immunity from the jurisdiction of any court of from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution, or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations under this Agreement and, without limiting the generality of the foregoing, agree that such immunity is hereby waived to the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States, as amended, and that the waivers set forth in this provision are intended to be irrevocable for purposes of such Act.

56. Prohibition against Internet Gambling Business Regulation GG

The Unlawful Internet Gambling Enforcement Act of 2006 (“Act”) prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with Unlawful Internet Gambling, including payments made through credit cards, electronic funds transfers and checks. The Act requires U.S. financial institutions, such as HFB, to identify, block or otherwise prevent or prohibit such payments. To comply with the Act, HFB will not open or maintain an Account for any person and/or entities engaged in Internet Gambling Business. At all times in which you maintain an Account with HFB, you hereby warrant and represent to HFB that: (a) you do not engage in an Internet Gambling Business and you will notify HFB in writing prior to entering into any Internet Gambling Business; (b) you will not process transactions for any person or entity engaged in Internet Gambling Business through your Account(s) at HFB; and/or (c) you will not transmit the payment of any wager or bet relating to Internet Gambling Business through your Account(s) at HFB. For purposes of this Paragraph, the following terms shall have the following meaning:

- “Unlawful Internet Gambling” means the placing, receiving or otherwise knowingly transmitting of a bet or wager by any means which involve the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.
- “Internet Gambling Business” means the business of placing, receiving or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet.

57. USA Patriot Act Notice

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

When you open an account, we will ask for your name, address, date of birth, identification number (social security number or employer identification number), non-US tax payer identification number, and other information that will allow us to identify you. We will also ask to see your driver’s license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

If the information requested is not provided or the identity can’t be verified, you may not be able to open an account or carry out transactions. If the account is already opened, we may have to close it.

58. Miscellaneous

58.1.1. This Agreement and the transactions between you and HFB contemplated hereby shall be governed by and construed in accordance with the laws of the State of Florida, United States, without giving effect to its conflicts of law principles.

58.1.2. You hereby acknowledge and agree that any suit, action or proceeding brought by us with respect to this Agreement or any transaction between us or contemplated hereby, may be brought in any competent court of the State of Florida or United States District Court for the Southern District of Florida, in each case sitting in the county of Miami Dade, City of Miami, State of Florida, United States, and the appellate courts thereof, as we may elect in our sole and absolute discretion.

58.1.3. With respect to any such actions, suits or proceedings, you hereby expressly and irrevocably: (i) submit to the non-exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (ii) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (iii) waive any right to assert that this Agreement may not be enforced in or

by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (iv) waive any objection it may now or hereafter have based upon improper venue or forum non convenience with respect to such actions, suits or proceedings. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of Customer hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of HFB to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

- 58.1.4. For purposes of facilitating the personal jurisdiction of the state or federal courts situated in the State of Florida over you, each Customer, jointly and severally, does hereby irrevocably appoint and constitute the Secretary of State of Florida, or his successors as the agent of Customer on whom all process in any action or proceeding may be served. You, jointly and severally, hereby covenant and agree that the Agent or his/her successors in that office shall continue to serve as Agents for service of process until the Indemnified Liabilities are paid in full, and, that service of process by HFB upon the Agent at the address shown above (or such other address as shall be employed by the office of the Secretary of the State of Florida) shall constitute good and effective service upon each Customer sufficient to grant the state and federal courts situated in the State of Florida full and complete personal jurisdiction over each Customer.
- 58.1.5. To the extent permitted by applicable law, we have the unilateral right to change any provision of this Agreement at any time, including the Annual Percentage Rate, and can add, change, or delete fees and other provisions relating to your Account, and to the nature, extent, and enforcement of the rights and obligations you may have under this Agreement. If permitted by applicable law, the change may be applied to any Account balance give you written notice (either by mailing it to you to your last known address or by posting in a conspicuous place at HFB Office) that will explain what is being changed prior to the effective date of the change. If you maintain your Account(s) with us after the effective date of the change, you will be deemed to have consented to the change as to such Account(s). No change to the terms of this Agreement is valid and binding on us unless authorized by us in writing. For more information regarding changes made pursuant to Electronic Communications, please refer to the E-SIGN ACT DISCLOSURE STATEMENT.
- 58.1.6. Any term of the Agreement that is inconsistent with the laws governing your Account will be considered to be modified by us and applied in a manner consistent with such laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.
- 58.1.7. HFB reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect HFB's right to enforce any of its rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. The fact that HFB, on any given occasion, may enforce or waive its rights does not obligate HFB to enforce or waive similar rights in the future, nor will this be sufficient to modify the terms and conditions set forth in this Agreement.
- 58.1.8. This Agreement contains the complete understanding and agreement between the parties hereto on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters. However, if a product or service we offer has a separate agreement, and there is a conflict between the terms of this Agreement and the separate agreement, the separate agreement will apply.

- 58.1.9. The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.
- 58.1.10. This Agreement and shall remain in full force and effect, unless subsequently canceled or amended by HFB in accordance with the provisions of this Agreement.
- 58.1.11. Neither the signature of HFB nor that of any Customer shall be required on this Agreement to give force and/or effect thereto and your use of an Account constitutes your consent to be bound by the terms and conditions herein, as amended from time to time.
- 58.1.12. This Agreement shall be binding upon your heirs, successors in interest and assigns. Notwithstanding the foregoing, your rights under this Agreement shall not be assignable without the prior written consent of HFB, and any assignment without such prior written consent shall be null and void.
- 58.1.13. Any version of this Agreement in a language other than the English language is provided only for the Customer's convenience, and the English language shall at all times govern the provisions of this Agreement and their interpretation.

59. Waiver of Trial by Jury

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR ACCOUNTS AT HFB, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OPENING AND MAINTAINING ACCOUNTS AT HFB. ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS (ACCOUNTHOLDERS NOT RESIDING IN THE U.S.) ONLY

In case of errors or questions about your Electronic Transfers telephone us at 954-458-2626 or 866-781-0229 or write us at Home Federal Bank of Hollywood, Attn: Consumer Compliance Department at 900 N Federal Hwy, Hallandale Beach FL 33009 or send us an electronic communication at info@homefed.bank as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Banking Days. We will determine whether or not an error occurred after we hear from you and receive your complaint or question in writing. We will notify you promptly of the results of our investigation and any action taken.

ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS (ACCOUNTHOLDERS RESIDING IN THE U.S.) ONLY

In case of errors or questions about your Electronic Transfers telephone us at 954-458-2626 or 1-866-781-0229 or write us at Home Federal Bank of Hollywood, Attn: Consumer Compliance Department, 900 N Federal Hwy, Hallandale Beach, FL 33009 or send us an electronic communication at info@homefed.bank as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten

(10) Banking Days.

We will determine whether an error occurred within ten (10) Banking Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Banking Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it ten (10) Banking Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Banking Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Banking Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT (For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only).

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer: Call us at 954-458-2626 or 1-866-781-0229; or

- Write us at Home Federal Bank of Hollywood, Attn: Consumer Compliance Department, 900 N. Federal Hwy, Hallandale Beach, FL 33009 or
- E-mail us at info@homefed.bank

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us

Your name and address or telephone number;

- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and the confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at telephone numbers listed above within 30 minutes of payment for the transfer. However, if this remittance transfer has been scheduled by you at least three (3) business days before the date of the transfer, you can only cancel for a full refund if we receive your request to cancel at least three (3) business days before the scheduled date of the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's Account.

60.E-Sign Act Disclosure Statement

Please read this Federal Electronic Signatures in Global and National Commerce Act Disclosure Statement ("Disclosure Statement") and print/keep a copy for your records. As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your Accounts. Our goal is to provide you with as many options as possible for receiving your Account documents. We are required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. We may provide this information to you electronically and use electronic

records and signatures in our relationship with you in accordance with the prior consent you have granted pursuant to your Account Agreement (as defined below). By providing your consent in the Account Agreement to this Disclosure Statement, you have confirmed that you have the hardware and software described below, that you are able to receive and review Electronic Records (as defined below), and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other Account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Bank Products.

In this Disclosure Statement:

- “Account Agreement” means the Account Agreement - Terms and Conditions which govern the terms and conditions of your Account(s) with the Bank. “Bank Product” means each and every Account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Bank Products include Electronic Services.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future. “Online Banking Agreement” means the terms and conditions governing your use of the Bank’s electronic services.
- “We,” “us,” “our” and “Bank” means Home Federal Bank of Hollywood.
- “You” and “your” means the person giving this Disclosure Statement, and also each additional Account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Bank Product that you apply for, use or access.

60.1 Your consent to use electronic records and signatures

Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing. In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). View additional examples of types of communications that we may send as Electronic Records under this Disclosure Statement. We may also use electronic signatures and obtain them from you as part of our transactions with you.

60.2 Electronic Records Delivery

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in your Account Agreement or, as applicable, the Online Banking Agreement and in other agreements, we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

60.3 Written Notice

Sometimes the law, or our agreement with you, requires you to give us written notice. You must still provide these notices to us on paper unless we specifically tell you in another Communication how you may deliver that notice to us electronically. There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this Disclosure Statement will automatically cover those Communications as well. We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

60.4 Paper Copies

Your option to receive paper copies. If we provide Electronic Records to you, and you want a paper copy, you may contact our HFB Support via telephone 954-458-2626 or at our postal address at Home Federal Bank of Hollywood, 900 N. Federal Hwy, Hallandale Beach, FL 33009 and request a paper version. You will find the appropriate contact information in the Account statement or agreement for the Bank Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.

60.5 Consent Coverage

Your consent covers all Bank Products; Privacy Policies. Your consent covers all Communications relating to any Bank Product. Your consent remains in effect until you give us notice that you are withdrawing it. From time to time, you may seek to obtain a new Bank Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn your consent for any other Bank Product. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy or keeping it available for review on the Bank's website, or, with prior notice to you, on another website where we offer Electronic Service. You may withdraw your consent at any time; consequences of withdrawing consent; how to give notice of withdrawal. You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- Your access to our Electronic Services, including online banking, and Your ability to use certain Bank Products.
- Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving online Account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other couriers. Depending on the specific Bank Product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply. To withdraw your consent, you may contact our HFB Support via telephone 954-458-2626 or at our postal address 900 N Federal Hwy, Hallandale Beach, FL 33009.

60.6 E-mail actualization

You must keep your email or electronic address current with us. You must promptly notify us of any change in your email or other electronic address. You can update your information by sending a signed request in original writing to Home Federal Bank of Hollywood, 900 N Federal Hwy, Hallandale Beach, FL 33009 or by contacting HFB Support via telephone at 954-458-2626 or email at info@homefed.bank. E-mail request must be received from a previously registered e-mail address at the Bank or you may change the email address on record for you by going to the Account Services page within your online service and updating your contact information. If you have given us another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, you may change that address by going to the Account management page for each Bank Product you have linked to that address. There may be other, special Bank Products for which we provide separate instructions to update your email or other electronic address.

60.7 Hardware and software requirement's

To receive Electronic Records, you must have access to:

- A personal computer or other device which is capable of accessing the Internet so you can access, receive, retain, and either print or store the document received.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted

communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0 and your system or device must have 128-bit SSL encryption software.

- You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above.
- An e-mail account with an Internet Service Provider and e-mail software in order to participate in our electronic communications program.

60.8 Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is a reaffirmation of your consent.

60.9 Your enrollment in Electronic Services using our equipment.

If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this Disclosure Statement.

Products, Services & Fee Schedule

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Fee Description	Charges
Account activity printout	\$5.00
Account balancing assistance	\$25.00 per hour minimum
Account closed within 6 months of opening	\$25.00
Account research minimum	\$25.00 per hour
ACH returned Item (NSF/Uncollected)	\$35.00
ATM card replacement (lost)	\$10.00
Bond coupon redemption (per envelope)	\$5.00
Cash advances – Customer	\$5.00 or 2% (whichever is greater)
Cash advances – Non-Customer (maximum \$200)	\$5.00 or 2% (whichever is greater)
Cash shipment special orders (Special cash orders of \$2,500.00 or greater require a 24-hour advance notice)	50.00 plus \$.75 per strap
Cashier's checks (customer)	\$10.00
Cashier's checks (non-customers)	\$10.00
Check copy	\$5.00
Check printing ordered	fee depends on style of checks
Collections (domestic incoming or outgoing)	\$25.00
International collections	\$45.00
Counter checks	\$1.00 each
Returned Item charge (charge back) This is a fee for deposited items returned unpaid.	\$12.50
Item re-deposited	\$10.00
Dormant fee (inactive 12 months or greater)	\$10.00
Executions	\$75.00
Hold Mail	\$10.00
Levies	\$75.00
Lost passbook	\$10.00
Money orders each (customers only)	\$5.00
Lost money order	\$6.00
Night deposit disposable bag	\$1.00 per bag
Notary service document	\$10.00 per

Overdraft protections-per transfer	\$10.00
Photocopies Customer	\$.15 per page
Photocopies Non-customer	\$.50 per page
Safe deposit box (annual rent)	
3x5	\$30.00
3x10	\$65.00
5x5	\$45.00
5x10	\$95.00
10x10	\$165.00
Box drilling	Varies
Key deposit	\$10.00
Late fee	\$5.00
Signature guaranty (per signature)	\$5.00
Statement copies	\$5.00
Stop payment	\$25.00
Verification of account	\$0.00
Verification of deposit	\$0.00
Wire transfer	
Domestic incoming	\$15.00
Domestic outgoing	\$30.00
International outgoing	\$50.00
International incoming	\$45.00
International tracer fee	\$70.00
Writs/court order costs (Writs: The bank would charge \$150.00 for any writ, subpoena or garnishment plus COST. COST would include a bank research fee per hour and nay attorney's fees).	\$150.00 plus research cost plus attorney's
Fax service fee	
Domestic	\$2.50 per page
International	\$7.50 per page
ATM/DEBIT CARD cash withdrawal	\$500.00 per day
ATM/Debit Card POS (Point of Sale) Transactions	\$1,000.00 per day
NSF-Non-sufficient Funds – Paid (per item)	\$35.00

<p>This fee applies to overdrafts created by check, in-person withdrawals, ATM withdrawals, or other electronic means.</p>	
<p>NSF-Non-sufficient Funds-Returned (per item) This fee applies to overdrafts created by check, in-person withdrawals, ATM withdrawals, or other electronic means.</p>	<p>\$12.50</p>
<p>Uncollected Funds-Returned (per item) This fee applies to each uncollected item created by check, in-person withdrawals, ATM withdrawals, or other electronic means.</p>	<p>\$25.00</p>



CONTACT INFORMATION
WEBSITE: WWW.HOMEFED.BANK
EMAIL: INFO@HOMEFED.BANK
PHONE 866-781-0229
ADDRESS: 900 N FEDERAL HWY, HALLANDALE BEACH, FL 33009

Member FDIC
EQUAL HOUSING LENDER