

## TERMS AND CONDITIONS OF YOUR ACCOUNT

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

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

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

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the

signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean Newtek Bank N.A., and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural, and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes

regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their indorsements or indorse in our presence.

## WITHDRAWALS -

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

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before

the date of the check unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective, and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount, and payee of the item.

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

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS**

**(NSF) FEES** - Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important. This section also provides contractual terms relating to overdrafts and NSF transactions.

Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned.

If we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction, or the transaction is rejected.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft, or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

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

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card

transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual

amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you may be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You may be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

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

Our policy is to process online banking transactions first, by dollar amount - smallest to largest on the day they are processed. We process internal bank transactions second, by dollar amount - smallest to largest on the day they are processed. We process electronic transactions third, by dollar amount - smallest to largest on the day they are processed. We process checks and similar items fourth, by dollar amount - smallest to largest.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you may be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account - Tenancy by the Entireties** - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account with Right of Survivorship** - At death of party, ownership passes to the surviving party or parties. **Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account with Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

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

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

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions may be described elsewhere.

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

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the

circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

**STATEMENTS** - Your duty to report unauthorized signatures, alterations, and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized

signatures, alterations, and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

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

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

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

entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR INDORSEMENTS -** We are not required to honor any restrictive legend or restrictive indorsement on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

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

**CHECK CASHING -** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

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

accept for deposit or collection, and you warrant that all indorsements are genuine.

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

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

#### **LEGAL ACTIONS AFFECTING YOUR ACCOUNT**

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

#### **ACCOUNT SECURITY -**

**Duty to protect account information and methods of access -** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers

to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

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

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services -** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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

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

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

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

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

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

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

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages,

including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

**ADDRESS OR NAME CHANGES** - You agree to give us written notice of any change in your address or your name. Periodic Statements and all other notices or communications related to your account(s) may be mailed to you at the address shown in our records or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any statements or account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. Any account owner or authorized signer may change the mailing address for your account. You are responsible for any communication and statements we send to the most recent address you have provided us. All statements and other notices or communications may be delivered to you electronically if you have agreed to receive such notices and communication electronically through our online banking services. Notify us promptly if you do not receive your statement by the date, you normally would expect to receive it. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied by the U.S. Postal Service.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we

believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

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

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts, it will be disclosed to you in the Fee Schedule.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once

your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

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

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

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

## ARBITRATION NOTICE

### PLEASE READ THIS ARBITRATION PROVISION CAREFULLY

**By maintaining an account with us, you understand and agree that for Claims arising out of or relating to the Transactions described below,**

- You are giving up your right to go to court;**
- You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;**
- You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.**

### DEFINITIONS.

“Arbitration Agreement” refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.

“Arbitration” refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court's review of an Arbitration award is limited.

“Claim” refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Transactions described below. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration Agreement.

“Class Action” refers to a lawsuit involving a large group of people with similar claims against the same persons or companies. “Class Arbitration” refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

“You” and “your” refer to each and all of the Consumers who are parties to the account agreement governing the Transactions.

“We” or “us” refer to Newtek Bank N.A., its employees, agents, successors, and assigns.

“Transactions” refers to all your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us all actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- Account or member applications;
- Signature cards, account agreements, and terms and conditions;
- Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and Overdraft Privilege Service, courtesy pay, or similar services;
- Check or draft payments, presentment, collection, honor, dishonor, return, and processing;
- Remotely created checks, check or draft certification, and cashier's checks or drafts;
- Funds availability and holds funds;

- Fees, set-offs, and stop payment orders;
- Disclosures, notices, and periodic statements;
- Authorizations, unauthorized instruments, forgeries, alterations, and errors;
- IRA agreements or other agreements related to tax-advantaged accounts; and
- Night Depositories.

**AGREEMENT TO ARBITRATE.** At your or our election, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

#### **WAIVER OF CLASS ACTION AND CLASS**

**ARBITRATION.** If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

#### **ARBITRATION PROVIDERS AND THEIR RULES.**

For the Arbitration, you or we may choose one of the following Arbitration providers with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017- 4605 ([www.adr.org](http://www.adr.org)), and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.adrforum](http://www.adrforum)). You can get a copy of the rules of these Arbitration providers by contacting them or by visiting their respective websites.

**PLACE OF ARBITRATION AND COSTS.** The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. If Arbitration begins, we shall advance any filing, administrative, commencement, service, or case management fees and arbitrator or hearing fees up to a total amount of \$250.00. You understand and agree that you may have to repay us later for part or all of the amount we have advanced to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

**ARBITRATOR'S AUTHORITY.** The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and other relief allowed by

applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

**PRESERVATION OF REMEDIES.** You or we can do the following without giving up the right to require Arbitration:

- Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration;
- Seek judicial provisional remedies;
- Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account; or
- Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

**GOVERNING LAW.** The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

**GENERAL TERMS.** This Arbitration Agreement:

- Relates to Transactions involving interstate commerce;
- Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration.

If any part of this Arbitration is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

**WAIVER OF RIGHT TO TRIAL BY JUDGE OR BY JURY.** You and we understand and agree that:

- You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- You and we are obligated by all the Arbitration Agreement terms; and
- You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or

we elect to have Claims decided by Arbitration, unless the law says otherwise.

**CAUTION - You should read this carefully. If you do not understand it, you should ask your attorney to explain it to you.**

## FUNDS AVAILABILITY DISCLOSURE

In this disclosure, "Newtek Bank", "Bank", "we", "us", and "our" mean Newtek Bank, N.A. and "you" and "your" mean each and every owner of the account, and each and every other person with authority to withdraw funds from the account or otherwise transact on the account.

### Your Ability to Withdraw Funds

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$275 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Same-Day Availability

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

### Next-Day Availability

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

- U.S. Postal Service Money Order and U.S. Treasury checks that are payable to you.
- Wire Transfers.
- Checks drawn on Newtek Bank, N.A.

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

- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

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

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

The first \$275 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$275 of the deposit is available on Tuesday. The remaining \$425 is available on Wednesday.

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

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

## LONGER DELAYS MAY APPLY

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

- You deposit checks totaling more than \$6,725 on any one day. The first \$275 will be available on the next business day after deposit. \$6,450 will be available on the second business day after deposit and the remaining balance will be available on the third business day of the deposit.
- We will notify you if we delay your ability to withdraw funds for any of the below reasons and we will tell you when the funds will be available. They will generally be available no later than the ninth business after the day of your deposit. We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open. An account is considered new during the first 30 calendar days after the account is established. An account is not considered new if each customer on the account has had, within 30 calendar days before the account is established, another account with Newtek Bank for at least 30 calendar days.

Funds from electronic direct deposits and wire transfers to your account will be available on the day we receive the deposit.

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

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

To make check processing faster, federal law permits banks 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 law with respect to those transactions.

### What are my rights regarding substitute checks?

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 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 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 I 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 us at:

Newtek Bank N.A.

1410 Commonwealth Drive, Suite 201A  
Wilmington, NC 28403  
888-681-7238

You must contact us within 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 or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

## **ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### **I. Consumer Liability**

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card and/or code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get

back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **II. Contact in Event of Unauthorized Transfer**

If you believe your card and/or code has been lost or stolen, call: 888-681-7238 or write: 1410 Commonwealth Drive, Suite 201A, Wilmington, NC 28403 Attn: Digital Banking Dept.

### **III. Business Days**

For purposes of these disclosures, our business days are Monday through Friday, excluding federal holidays.

### **IV. Transfer Types and Limitations**

- a) Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your 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 you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. You were provided with this information during your account opening process and may contact the bank should you require it. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into your savings account(s).
- Preauthorized payments - You may make arrangements to pay certain recurring bills from your savings account(s).

- b) Online Banking Transfers.** You may access your account(s) by computer through the internet by logging onto our website at [www.NewtekBank.com](http://www.NewtekBank.com) and using a login ID and password, to:

- Make deposits to your savings account(s)

- Transfer funds between your savings account(s) and linked account(s) at other banks
- Make payments from your savings account(s) to loan account(s) with us

**c) Mobile Banking Transfers.** You may access your account(s) through the browser on your mobile phone by logging onto our website at [www.NewtekBank.com](http://www.NewtekBank.com) or by downloading the mobile banking app and using your Online Banking login ID and password, to:

- Make deposits to your savings account(s)
- Transfer funds between your savings account(s) and linked account(s) at other banks
- Make payments from your savings account(s) to loan account(s) with us

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**Transfer Availability.** The standard delivery speed for transfers between your Newtek Bank accounts and accounts at other institutions is 3 business day delivery from the day your transfer was initiated. Eligible dates will be presented to you based on the transfer speed available for your external transfer.

#### **d) Limitations on Frequency of Transfers**

You may make six (6) transfers from a savings account to another account or to third parties by preauthorized or automatic, telephone, or computer transfer per monthly statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

For security reasons, there are limits on the number of transfers you can make using our online and mobile banking services.

#### **e) Limitations on Dollar Amount of Transfers**

You may transfer up to \$10,000 from our terminals each day.

### **V. Fees**

There are no fees associated with electronic fund transfers, except as indicated elsewhere.

### **VI. Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

### **VII. Documentation**

- a) Terminal Transfers.** You get receive a receipt at the time you make any transfer to or from your account using online banking.
- b) Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 888-681-7238 to find out whether or not the deposit has been made.
- c) Periodic Statements.** You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

### **VIII. Preauthorized Payments**

- a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
  - b) Call us at 888-681-7238, or write us at 1410 Commonwealth Drive, Suite 201A, Wilmington, NC 28403, Attn: Digital Banking Dept.;** in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - c) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
  - d) 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.

## IX. Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) There may be other exceptions stated in our agreement with you.

## X. Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 888-681-7238 or write us at 1410 Commonwealth Drive, Suite 201A, Wilmington, NC 33131 Attn: Digital Banking Dept. 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business 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 within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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 the documents that we used in our investigation.

## NEWTEK BANK BUSINESS DEBIT CARD AGREEMENT - TERMS AND CONDITIONS

**Important Account Opening Information.** Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**Introduction.** This Newtek Bank Business Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Newtek Bank Business Debit Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Applicable Law.** This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply. **Definitions.** Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural, and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

**Business Card Purpose.** You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card

shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

**Account Requirement, Payment Responsibility, Transferability, Enforceability.** The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to Use the Business Card, Security Procedures.** The Card allows Cardholders to directly access your business checking account. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures. Each Cardholder must activate, set a pin, and sign their card before being used. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

#### **Termination and Amendments.**

- We may terminate this Agreement by electronic notice to you.
- You may terminate this Agreement by telephone, written, and/or electronic notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change. Notices. Any notices communicated to you under this Agreement may be sent electronically via the e-mail on record or physically to your home address on

record. You are responsible for keeping your contact information up-to-date.

**Order of Payment.** See Payment Order of Items in Terms and Conditions.

**Overdraft Protection Plan.** If your account has an overdraft protection plan, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection plan. Your overdraft protection plan will be documented on a separate agreement. You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

**TYPES OF TRANSACTIONS.** Below are the types of transactions your Card will accommodate. ATM Transfers. You may access your account by ATM using your Card and code to: • get cash withdrawals from your checking account. - you may withdraw no more than \$1,000.00 per day. - • get information about: - the account balance of your checking account. Some of these services may not be available at all terminals. Point-of-Sale Transactions. You may access your checking account with your Card 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. Using your Card and/or code: • you may not exceed \$5,000.00 in transactions per day.

**Currency Conversion and International Transfers.** When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. Newtek Bank does not impose a charge to you for

international card transactions. An international card transaction is a transaction where the country of the merchant is outside the USA. **Advisory Against Illegal Use.** You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Newtek Bank Business Debit Card on a PIN-Debit Network. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Newtek Bank Business Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Retain Copies for Your Records.** You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a

terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements.** You will get a monthly account statement from us for your checking, savings, Money Market, and certificate of deposit account(s). A record of transactions made using your Card will show on your monthly checking account statement.

## LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line, and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card. There may be other limitations on our liability.

## UNAUTHORIZED TRANSFERS

**Additional Risk Associated with Use of Business Purpose Cards.** You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

**Your Liability for Unauthorized Transfers.** You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law. Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. 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). If your Card and/or

code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within one year from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise. **Additional Limit on Liability.** Unless you have been negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Card if you report the unauthorized transfer within 60 days from the date your statement is made available to you that first shows the unauthorized transfer. Unauthorized transfers do not include: 1) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; or 2) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your 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/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the number listed in this Agreement. **Consequential Damages.** We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

## ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of one year from when the statement containing the error or problem was first mailed or made available to you. If you do not report within one year, we will be entitled to treat such information as correct, and you will be precluded from asserting

otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law. Call us immediately with errors or questions about your electronic transfers at the telephone number listed in this Agreement or sign on to our website at [www.newtekbank.com](http://www.newtekbank.com). If you tell us orally, we may require your complaint or question in writing within 14 business days. For transactions processed by Visa, we will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within 5 business 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. 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. For transactions not processed by Visa, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem. You may ask for copies of the documents that we used in our investigation.

## NEWTEK BANK DEPOSIT OPERATIONS

**1410 Commonwealth Drive**

**Suite 201A**

**Wilmington, NC 28403**

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 888-681-7238

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions in advance (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements you receive.

4. Don't lend your ATM Card to anyone.

5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.

8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card

and leave. You might consider using another ATM or coming back later.

12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.

13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FACTS	WHAT DOES NEWTEK BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Newtek Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Newtek Bank share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> Information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"><li>• Email us at: <a href="mailto:digitalbanking@newtekone.com">digitalbanking@newtekone.com</a></li><li>• Call 888-681-7238 Our customer service representative will help you.</li></ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 888-681-7238 or go to <a href="http://www.NewtekBank.com">www.NewtekBank.com</a>

## Who we are

<b>Who is providing this notice?</b>	Newtek Bank, N.A.
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## What We Do

<b>How does Newtek Bank protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic, and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does Newtek Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• Open an account or deposit money</li><li>• Pay your bills or apply for a loan</li><li>• Show your government-issued ID/driver's license</li><li>• Provide us contact information</li></ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"><li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li><li>• affiliates from using your information to market to you</li><li>• sharing for nonaffiliates to market to you</li></ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

## Page 3

<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
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## Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies <ul style="list-style-type: none"><li>• <i>Our affiliates include companies with a Newtek name, including but not limited to: NewtekOne, Inc.; Newtek Business Services Holdco 6, Inc.; Small Business Lending, LLC; Newtek Merchant Solutions, LLC; Intelligent Protection Management Corp., Newtek Insurance Agency, LLC; and PMTWorks Payroll, LLC.</i></li></ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"><li>• <i>Newtek Bank shares information with a nonaffiliated accounting firm that provides financial expertise to small businesses so they can market to you</i></li></ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• <i>Newtek Bank and its affiliates have joint marketing agreements with other banks and credit unions as referral partners for SBA loans</i></li></ul>

## Other important information

**California.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

**Nevada.** We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by contacting us at (800) 922-0779 or [marketingoptout@newtekone.com](mailto:marketingoptout@newtekone.com). If you would like more information regarding this Nevada law, contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; [AgInfo@ag.nv.gov](mailto:AgInfo@ag.nv.gov).

**Vermont.** We will not share personal information with nonaffiliates for them to market to you without your authorization and we will not share personal information with affiliates or for joint marketing about your creditworthiness without your authorization.

**Other State Law.** We follow state law where state law provides you with additional privacy protections.

## TRUTH IN SAVINGS ACCOUNT DISCLOSURE

### CERTIFICATE OF DEPOSIT (CD)

#### Rate Information

The interest rate paid and annual percentage yield (“APY”) on your account was provided on the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account. You will be paid this rate until the maturity date of this account.

#### Compounding and Crediting Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.

#### Effect of Closing an Account

If you close your account before interest is credited, you will not receive the accrued interest.

#### Minimum Balance Requirements

You must deposit a minimum of \$2,500.00 to open this account. You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield. If you have not funded your account within seven (7) calendar days of opening, we reserve the right to close your account.

#### Balance Computation Method

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

#### Accrual of Interest on Noncash Deposits

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Fees

Please refer to our *Fee Schedule* for fees that may apply to this account.

#### Transaction Limitations

You may not make any additional deposits into your account before maturity. You may not make withdrawals from your account before maturity, unless we agree at the time you request the withdrawal. Any withdrawal made prior to maturity is included in the amount subject to early withdrawal penalty.

Additionally, if you withdraw your funds, you may request to transfer to a Newtek deposit account or have the funds deposited back to the original source account used to fund this account.

#### Time Requirements

Your account will mature in the number of months specified on the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account the electronic signature card provided separately.

#### Early Withdrawal Penalties

We will impose a penalty if you withdraw any of the deposited funds before the maturity date. The fee imposed will vary, depending on the term of your certificate, as follows:

<u>Term of Certificate of Deposit:</u>	<u>Fee Imposed</u>
30 days	No fee
More than 30 days and less than 12 months	90 days' simple interest on the amount withdrawn.
12 months or more	180 days' simple interest on the amount withdrawn.

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.

#### Withdrawal of Interest Prior to Maturity

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

#### Renewal Policies

This account will automatically renew at maturity. You will have 7 calendar days after the maturity date to withdraw funds without penalty.

# TRUTH IN SAVINGS ACCOUNT DISCLOSURE 24-MONTH VARIABLE RATE CERTIFICATE OF DEPOSIT (CD)

## Rate Information

The interest rate paid and annual percentage yield (“APY”) on your account was provided on the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account. The interest rate and annual percentage yield may change.

## Determination of Rate

The interest rate on your account is based on the 1-Month Treasury Constant Maturity as published by the Board of Governors of the Federal Reserve System in effect on the first date of the each month (found at <https://www.federalreserve.gov/releases/h15/>) plus a margin of 0.10%.

## Frequency of Rate Changes

The interest rate may change on the first business day of the month. The rate will be ten basis points over the current 1-month US Treasury Constant Maturity rate.

## Compounding and Crediting Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.

## Effect of Closing an Account

If you close your account before interest is credited, you will not receive the accrued interest.

## Minimum Balance Requirements

You must deposit a minimum of \$50,000.00 to open this account. You must maintain a minimum balance of \$50,000.00 in the account each day to obtain the disclosed annual percentage yield. If you have not funded your account within seven (7) calendar days of opening, we reserve the right to close your account.

## Balance Computation Method

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

## Accrual of Interest on Noncash Deposits

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## Fees

Please refer to our *Fee Schedule* for fees that may apply to this account.

## Transaction Limitations

You may not make deposits into or withdrawals from your account until the maturity date.

Additionally, if you withdraw your funds, you may request to transfer to a Newtek deposit account or have the funds deposited back to the original source account used to fund this account.

## Time Requirements

Your account will mature in 24 months.

## Early Withdrawal Penalties

We will impose a penalty if you withdraw any of the deposited funds before the maturity date. The fee imposed will be 1% of the principal balance at the time of withdrawal plus any uncredited interest.

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.

## Withdrawal Of Interest Prior To Maturity

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

## Renewal Policies

This account will not renew automatically at maturity. If you do not renew the account, your deposit will be placed in a savings account.

## Additional Important Terms and Conditions

Maximum opening deposit is \$220,000.

To open this CD you agree to allow, upon CD maturity, Newtek Bank, N.A to open a savings account in your name. Upon maturity we will automatically transfer the proceeds of your CD to your savings account. We will deliver a maturity notice and a Truth in Savings Notice for the savings account at least 30 calendar days before maturity date.

## TRUTH IN SAVINGS ACCOUNT DISCLOSURE

### CONSUMER HIGH YIELD SAVINGS

#### Rate Information

The interest rate paid and annual percentage yield ("APY") on your account at the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account. At our discretion, we may change the interest rate and APY on your account at any time without limitation.

#### Compounding and Crediting Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.

#### Effect of Closing an Account

If you close your account before interest is credited, you will receive the accrued interest up to date of closure.

#### Minimum Balance Requirement to Open the Account

You must deposit \$100.00 to open this account. If you have not funded your account within fourteen (14) calendar days of opening, we reserve the right to close your account. If the account balance remains at \$0.00 with no activity for 45 days, the account will be closed.

#### Minimum Balance Requirement to Avoid the Imposition of Fees

There are no minimum balance fees associated with this account.

#### Minimum Balance Requirement to Obtain Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

#### Balance Computation Method

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

#### Accrual of Interest on Noncash Deposits

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Fees

Please refer to our *Fee Schedule* for fees that may apply to this account.

#### Transaction Limitations

We may limit the number of withdrawals and transfers you can make from a money market account. You may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals by means of a preauthorized or automatic transfer (including but not limited to withdrawals or transfers made by ACH, telephone, internet or wire) or by check, draft, debit card or similar order payable to third parties per monthly statement cycle. Please note that these limits do not apply to deposits, and they do not apply to withdrawals you make by mail or at an ATM.

If you have reached the limit of transfers during a monthly statement cycle period, we may refuse to honor additional transactions. If you exceed a transaction limitation three (3) times in a rolling 12-month period, we will, in our sole discretion, close your account and mail you a check for the balance, if any.

Additionally, if you withdraw your funds, you may request to transfer to a Newtek deposit account or have the funds deposited back to the original source account used to fund this account.

#### Dormant Account/Unclaimed Property

If your account has no activity for 24 consecutive months, ("no activity" is defined as no external transfers, and no deposits) your account will become inactive. On the 25<sup>th</sup> month your account will become dormant.

The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of year. Unless prohibited by law, if we consider your account dormant, we have the right to hold all statements and cease payment of interest. Please ask us if you would like further information about the period of time or type of activity that will prevent your account from being dormant or unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## TRUTH IN SAVINGS ACCOUNT DISCLOSURE

### BUSINESS CERTIFICATE OF DEPOSIT (CD)

#### Rate Information

The interest rate paid and annual percentage yield (“APY”) on your account was provided on the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account. You will be paid this rate until the maturity date of this account.

#### Compounding and Crediting Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.

#### Effect of Closing an Account

If you close your account before interest is credited, you will not receive the accrued interest.

#### Minimum Balance Requirements

You must deposit a minimum of \$2,500.00 to open this account. You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield. If you have not funded your account within seven (7) calendar days of opening, we reserve the right to close your account.

#### Balance Computation Method

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

#### Accrual of Interest on Noncash Deposits

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Fees

Please refer to our *Fee Schedule* for fees that may apply to this account.

#### Transaction Limitations

You may not make any additional deposits into your account before maturity. You may not make withdrawals from your account before maturity, unless we agree at the time you request the withdrawal. Any withdrawal made prior to maturity is included in the amount subject to early withdrawal penalty.

Additionally, if you withdraw your funds, you may request to transfer to a Newtek deposit account or have

the funds deposited back to the original source account used to fund this account.

#### Time Requirements

Your account will mature in the number of months specified on the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account the electronic signature card provided separately.

#### Early Withdrawal Penalties

We will impose a penalty if you withdraw any of the deposited funds before the maturity date. The fee imposed will vary, depending on the term of your certificate, as follows:

<u>Term of Certificate of Deposit:</u>	<u>Fee Imposed</u>
30 days	No fee
More than 30 days and less than 12 months	90 days' simple interest on the amount withdrawn.
12 months or more	180 days' simple interest on the amount withdrawn.

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.

#### Withdrawal of Interest Prior to Maturity

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

#### Renewal Policies

This account will automatically renew at maturity. You will have 7 calendar days after the maturity date to withdraw funds without penalty.

## ACCOUNT DETAILS

### BUSINESS CHECKING ACCOUNT

#### Rate Information

The interest rate paid and annual percentage yield (“APY”) on your account is at the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account. At our discretion, we may change the interest rate and APY on your account at any time without limitation.

#### Compounding and Crediting Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.

#### Effect of Closing an Account

If you close your account before interest is credited, you will not receive the accrued interest.

#### Minimum Balance Requirement to Open the Account

There is no minimum balance required to open this account. If you have not funded your account within fourteen (14) calendar days of opening, we reserve the right to close your account. If the account balance remains at \$0.00 with no activity for 45 days, the account will be closed.

#### Minimum Balance Requirement to Avoid the Imposition of Fees

There are no minimum balance fees associated with this account.

#### Minimum Balance Requirement to Obtain Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

#### Balance Computation Method

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

#### Accrual of Interest on Noncash Deposits

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Fees

Please refer to our *Fee Schedule* for fees that may apply to this account.

#### Dormant Account/Unclaimed Property

If your account has no activity for 24 consecutive months, (“no activity” is defined as no external transfers, and no deposits) your account will become inactive. On the 25<sup>th</sup> month your account will become dormant.

The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of year. Unless prohibited by law, if we consider your account dormant, we have the right to hold all statements and cease payment of interest. Please ask us if you would like further information about the period of time or type of activity that will prevent your account from being dormant or unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## ACCOUNT DETAILS

### BUSINESS SAVINGS

#### Rate Information

The interest rate paid and annual percentage yield (“APY”) on your account is at the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening the account. At our discretion, we may change the interest rate and APY on your account at any time without limitation.

#### Compounding and Crediting Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.

#### Effect of Closing an Account

If you close your account before interest is credited, you will not receive the accrued interest.

#### Minimum Balance Requirement to Open the Account

There is no minimum deposit required to open this account. If you have not funded your account within fourteen (14) calendar days of opening, we reserve the right to close your account. If the account balance remains at \$0.00 with no activity for 45 days, the account will be closed.

#### Minimum Balance Requirement to Avoid the Imposition of Fees

There are no minimum balance fees associated with this account.

#### Minimum Balance Requirement to Obtain Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

#### Balance Computation Method

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

#### Accrual of Interest on Noncash Deposits

Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Fees

Please refer to our *Fee Schedule* for fees that may apply to this account.

## Transaction Limitations

We may limit the number of withdrawals and transfers you can make from a money market account. You may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals by means of a preauthorized or automatic transfer (including, but not limited to withdrawals or transfers made by ACH, telephone, internet, or wire) or by check, draft, debit card or similar order payable to third parties per monthly statement cycle. Please note that these limits do not apply to deposits, and they do not apply to withdrawals you make by mail or at an ATM.

If you have reached the limit of transfers during a monthly statement cycle period, we may refuse to honor additional transactions. If you exceed a transaction limitation three (3) times in a rolling 12-month period, we will convert your account to a NewtekOne Business checking account.

Additionally, if you withdraw your funds, you may request to transfer to a Newtek deposit account or have the funds deposited back to the original source account used to fund this account.

#### Dormant Account/Unclaimed Property

If your account has no activity for 24 consecutive months, (“no activity” is defined as no external transfers, and no deposits) your account will become inactive. On the 25<sup>th</sup> month your account will become dormant.

The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of year. Unless prohibited by law, if we consider your account dormant, we have the right to hold all statements and cease payment of interest. Please ask us if you would like further information about the period of time or type of activity that will prevent your account from being dormant or unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## ACCOUNT DETAILS

### BUSINESS MONEY MARKET ACCOUNT

#### Rate Information

The interest rate paid and annual percentage yield (“APY”) on your account was provided on the landing page on [www.Newtekbank.com](http://www.Newtekbank.com) while opening this account. Your interest rate and annual percentage yield may change.

#### Frequency of Rate Changes

We may change the interest rate on your account at any time.

#### Determination of Rate

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

#### Compounding and Credit Frequency

Interest will be compounded on a daily basis. Interest will be credited to your account every month.

#### Effect of Closing an Account

If you close your account before interest is credited, you will not receive the accrued interest.

#### Minimum Balance to Open the Account

There is no minimum deposit required to open this account. If you have not funded your account within fourteen (14) calendar days of opening, we reserve the right to close your account. If the account balance remains at \$0.00 with no activity for 45 days, the account will be closed.

#### Minimum Balance to Avoid Imposition of Fees

There are no minimum balance fees associated with this account.

#### Minimum Balance to Obtain the Annual Percentage Yield Disclosed

You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

#### Daily Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle of your account each day.

#### 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 (for example, checks).

#### Fees

Please refer to our *Fee Schedule* for fees that apply to this account.

#### Transaction Limitations

We may limit the number of withdrawals and transfers you can make from a money market account. You may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals by means of a preauthorized or automatic transfer (including, but not limited to withdrawals or transfers made by ACH, telephone, internet or wire) or by check, draft, debit card or similar order payable to third parties per monthly statement cycle. Please note that these limits do not apply to deposits, and they do not apply to withdrawals you make by mail or at an ATM.

If you have reached the limit of transfers during a monthly statement cycle period, we may refuse to honor additional transactions. If you exceed a transaction limitation three (3) times in a rolling 12-month period, we will convert your account to a NewtekOne Business checking account.

#### Dormant Account/Unclaimed Property

If your account has no activity for 12 consecutive months, (“no activity” is defined as no external transfers, and no deposits) your account will become inactive. On the 13<sup>th</sup> month your account will become dormant.

The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of year. Unless prohibited by law, if we consider your account dormant, we have the right to hold all statements and cease payment of interest. Please ask us if you would like further information about the period of time or type of activity that will prevent your account from being dormant or unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## Fee Schedule

The chart below sets forth the service fees that may be applicable to your account.

Service	Fee Amount
Legal Process (Garnishments, Executions, Levies)	\$0.00 for Personal Accounts
	\$0.00 for Commercial Accounts
Stop Payments (any type)	\$0.00 per item
Wire Transfers (Domestic/International)	\$0.00 per transfer
Dormant Fee	\$0.00 per month
Non-Sufficient Funds (NSF)	\$0.00 per item
Overdraft	\$0.00 per item
Return Item Charge	\$0.00