

NEWBANK

DEPOSIT ACCOUNT

DISCLOSURE STATEMENT

AND AGREEMENT

Including

General Account terms and Conditions

Funds Availability Policy

Check 21 – Substitute Checks

Electronic Fund Transfer

UIGEA and Reg GG. Notice

Privacy Policy

Disclosure Statement of Deposit Service Fees and Charges

SBA PLP

Equal Housing Lender

Member FDIC

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I. General Account Terms and Conditions

This Deposit Account Disclosure Statement and Agreement (the "Agreement) governs personal and business deposit accounts identified in this Agreement at NewBank. By signing the signature card, or by opening or maintaining a NewBank account, you are agreeing to our account requirements, to the features and provisions of the applicable account documents, and to the following terms and conditions that are now in effect or as thereafter amended and you acknowledge that you have reviewed, understand and agree to these terms. These terms, your signature card, our fee schedule, the rate sheet and the certificate of deposit (if applicable) that you receive when you open your account, represent our agreement with you and contain important information about your account. Please read them carefully.

1) Definitions

In this Agreement: "***We***," "***us***," "***our***," and the "***Bank***" refer to NewBank and "***you***" and "***your***" refer to each depositor and authorized signers of the account. "***Account***" refers to each deposit account you have with NewBank that is governed by this Agreement. "***Automated Clearing House (ACH)***" refers to the funds transfer system governed by the National Automated Clearing House Association (NACHA) rules which provides funds transfer services to participating financial institutions. "***Average Daily Balance***" refers to the balance determined by taking ending balance of the day in the account for each day in the periodic statement cycle, adding the balances together, and then dividing the sum by the number of days in the statement cycle. "***Annual Percentage Yield (APY)***" means a percentage value reflecting the total amount of interest paid on the account, based on the interest rate and frequency of compounding. "***Business Day***" means any day of the week that is not a Saturday, Sunday or Federal holiday. "***Checks***" mean checks, drafts and other negotiable instruments, including substitute checks. "***Item***" refers to all orders and instructions for the payment, transfer, or withdrawal of funds from an account, which includes any checks and electronic transactions. "***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.

2) Deposits or Cashed Items

We may accept deposits to your account from any source and need not question the authority of the person to make the deposit. All deposits are subject to later verification, adjustment and collection by us. Deposit receipts do not necessarily indicate the correct balance in the account or the amount being deposited and the amount on the receipt is based solely on your deposit ticket. If a check, draft, or other item that we cash for you or which you deposit to your Account is returned to us as unpaid for any reason, we may charge back against your account for the amount of the item returned and a chargeback fee. (For consumer deposit products only: chargeback item fee will not be charged to the consumer customer who deposits a check that bounces. However, the bank will charge a fee when a consumer customer repeatedly deposits bad checks from the same originator.) This may include, among other circumstance, checks that are returned because the maker of the check had insufficient funds in its account and checks that were paid originally and later are returned to us accompanied by an affidavit which states that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such an affidavit. We may, at our option, notify you by telephone if an item has been returned unpaid. If you authorize us to redeposit the item on your behalf, you waive any right to receive a written notice of the returned item and you authorize us to charge back the item to your account if it is returned unpaid again for any reason. Any check deposited to your account that lacks an endorsement may be, or may be deemed to be, endorsed by us on your behalf. With respect to any such check, our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Further, any check deposited to your account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. If we receive an affidavit stating that one or more endorsements on a check or other item deposited into your account are forged, we may freeze the amount or charge back the amount of the item to your account, without prior notice to you, even though you have already used the funds. We may return or refuse to accept all or any part of a deposit or credit to your account at any time and will not be liable to you for doing so even if such action causes outstanding items to be dishonored and returned. Returned or refused deposits or the legal equivalent of the deposited item will be returned to you. In addition, you will be solely responsible for any loss or liability we sustain in relations with the deposit of substitute checks. If we give provisional credit for an item, we reserve the right to charge back the amount of the item if we do not receive final payment.

3) Credits for Deposits

All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit unless you can prove our determination was erroneous. Funds will be made available according to Federal Reserve Regulation CC and our Funds Availability Policy. When you send us deposits by mail or place deposits in the night depository, we may treat them as received at the time we receive actual delivery of deposits sent by mail or when we remove the checks from the depository and we are not responsible for transactions by mail or outside depository until we actually record them. Checks placed in such depository will be removed no later than the next business day. We may assess a charge for processing cash in a deposit. If you give us cash that we later

determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.

4) Collection Items

We need not accept for deposit items drawn on a non-U.S. bank or items payable in a foreign currency and may instead accept such items on a collection basis, even after we have taken physical possession of such items. If accepted on a collection basis, we will not be obligated to credit your account for such items until we have received final payment. The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Regardless of whether such items are accepted for deposit or on a collection basis, our Funds Availability Policy will not apply. In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process. We are not responsible if the check is lost or delayed in the collection process. We charge fees for processing collection items.

5) Withdrawals

You can withdraw or make transfers up to your available balance. We may require you to present us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Cashier's Check. We may require that you sign a document releasing us from any liability in case you are robbed or assaulted.
Your signature card or electronic account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise give us instructions regarding your account. Any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account. However, if there is a conflict, we reserve the right to require all authorized signers to sign a check or withdrawal order. Even if the authorized signers on an account change, we may continue to honor checks, withdrawal orders and other instructions by authorized signers until we are notified in writing not to do so. We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. We may refuse to honor any withdrawal or order if funds on deposit are insufficient or unavailable to cover the request or order or there is a dispute or question as to the ownership of account funds.

6) Payment and Deposit of Checks

You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under Stop Payment Order, you agree that we may return a postdated check to the presenter. You agree not to issue incomplete or conditional checks, such as "void over $100" or "paid in full" or "void after 90 days", or present them for deposit to your Account and we have no duty to discover, comply with or have any liability for accepting them. We may charge a person who cashes your check a fee or refuse to cash your check if that person is not a deposit or loan customer of ours. You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale-dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them. You agree that if you utilize an automatic check writing service which operates through the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a check, you agree that you shall have the sole responsibility for maintaining security of any such computer, stamp or device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such device or of any facsimile signature that reasonably resembles the signature you use, whether or not you are negligent. You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees. You will be responsible for issuing any replacement checks.

7) Remotely Created Checks

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you warrant and guarantee that the remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense, and liability related to a claim that such draft or check was not authorized by the persons on whose accounts it was drawn. We may discontinue accepting remotely created checks at any time without cause or prior notice. If you authorize a third party over the phone or via the Internet to debit from your account the amount(s) of one or more "remotely created checks," the third party may create a check drawn on your account that we may pay, although it does not bear your signature. While we are authorized to honor such remotely created checks, we are not required to do so and may refuse to honor any such remotely created checks at our discretion. We may return such remotely created checks even if we have honored similar remotely created checks in the past. You agree that the Bank is not liable to you for any losses that may result from either honoring or dishonoring any such remotely created checks drawn on your account. You are responsible for reviewing your statement in a timely fashion and reporting promptly to us any claims of unauthorized remotely created checks.

8) Processing and Posting Orders

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned. Bank-initiated transactions such as adjustment, error resolution and deposited item returned check are processed first. Then Client-initiated withdrawals and debits such as loan payments with us, transfers, ATM transactions, Point-of-sale transactions or checks cashed at a teller window in a branch are processed. Third, client-initiated withdrawals and debits such as ACH (automated payments) and checks. When items are received at the same time, we will post those in "low to high", or ascending, dollar amount order. We may change our processing and posting order at any time but we will provide a prior notice to you. If we receive an item for payment on a weekend, a holiday or after 5:00 p.m. on a business day, we may treat it as if it were received on the next business day.

9) Overdrafts

If there are insufficient funds available in your account created by check, in-person withdrawal, ATM withdrawal, or other electric means, it may be returned unpaid. However, we may, at our sole discretion, create an overdraft by paying the check or item or by permitting the transaction. In either case, there will be a fee for each item or transaction as follows:

- $25 will be charged for Uncollected/Insufficient Funds check/ACH. This fee will be shown as "NSF PAID ITEM(S) CHARGE" on your bank statement, or
- $35 will be charged for the combination of Uncollected/Insufficient Funds check/ACH Charge ($25) and Bounce Check/ACH Charge ($10). This fee will be shown as "NSF RETURNED ITEM(S) CHARGE" on your bank statement.
- An NSF PAID ITEM(S) CHARGE or NSF RETURNED ITEM(S) CHARGE on the resubmitted check/ACH will not be charged.

You agree to pay us the amount of any overdraft immediately, without notice or demand from us. Each account holder or signer is jointly and severally responsible for paying any overdraft amounts created by any authorized signer(s) or party to the account, regardless of whether an account holder signed the check or received any benefit from the check. You, therefore, authorize us to apply any subsequent deposit to the account against the amount of any overdraft and resulting fees or charges, including any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security). We are not obligated to continue paying items which create an overdraft even if we have done so in the past and we may refuse to do so in the future without any notice to you. An ATM withdrawal or Debit Card transaction that would create an overdraft in your account will not be permitted and the transaction will be declined. A nonsufficient fund fee will not be applied for an overdraft granted for ATM and Debit card transactions due to a situation where a system failure occurs.

Overdraft Accrual Charge: In addition to the overdraft charges described above, whenever the daily ending account balance, including all other service fees, is negative (or minus), the Bank will calculate the interest owed from the day the transaction amount is posted until the daily balance is paid in full. Interest owed will be calculated by multiplying the negative daily balance on your account by daily period rate. Daily periodic rate is calculated by dividing 21% by 365, or 366 in a leap year. At the end of the monthly statement cycle, we'll add all of the interest owed amount for the days that you held a negative daily balance on your account and then, deduct the fee amount from your account. This fee will be shown as "OVERDRAFT ACCRUAL CHARGE" on your bank statement. This Overdraft Accrual Charge exclusively applies to business accounts.

10) Stop Payments

If you want to stop payment on a check you have written, you must place a written stop payment order at the branch office which holds the account before it is finally paid by us. Any authorized signer on the account may furnish a stop payment order. For example, a joint account holder and one authorized signer may request a stop payment on an item which requires two signatures, regardless of whether that authorized signer's signature was one of the two signatures appearing on the item. You must furnish us with the date, the check number, and the exact amount (dollars and cents) of the check and the name of the payee for us to stop payment on the item. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the check. We will not be responsible for a stop payment order if we do not have a reasonable opportunity to act on it before final payment of the item. You may furnish the stop payment order orally, or in writing. If you give us an oral stop payment order, then it will be effective for 14 calendar days. The stop payment order will expire at the end of 14 calendar days unless you give us a written notice of the stop payment order. Upon

confirming the order in writing, the order will remain in effect for six months and must be renewed by you every six months to remain in effect. If you do not renew the stop payment order when it expires, and the item is presented for payment, we may pay the item and charge it to your account. There is a charge for each stop payment order and renewal order requested. A stop payment order comes too late to prevent us from paying an item if we do not receive the stop payment by the close of the business hour of the banking day of receipt of the item. Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend and hold us harmless from all costs (except attorney's fees), actions, damages, claims, and demands related to or arising from our action in stopping payment on the check. You do not automatically have the right to stop payment on point-of-sale Debit Card transactions, cashier's checks or money orders you purchase from us. If a cashier's check is lost, stolen or destroyed, please contact us for the procedures to follow to obtain reimbursement or have the cashier's check reissued. In general, you will have to complete a Declaration of Loss form, describing the cashier's check and how it came to be lost, stolen or destroyed, and signing the form under penalty of perjury. We must then wait 90 days from the date the check was issued before we can pay your claim. If 90 days have already passed, then we will act on your claim within a reasonable time. If the check is presented during the 90 days waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

11) Telephone Transfers

At our discretion, we may accept or refuse telephonic instructions from you in connection with your account. Our understanding of instruction and our records shall be conclusive evidence of the actual instruction given. We are not required to accept instruction or permit withdrawals by telephone, and this does not constitute an agreement by us to do so. Note: Telephone transactions involving certain account are subject to transaction limitations.

12) Statements

The statements for accounts are normally issued on a monthly basis and the club savings account statements are on a quarterly basis as of each quarter end. An account statement will be normally sent to you at your current address listed on our records. Statements will be sent via ordinary U.S. mail unless you and the Bank agree otherwise. We will send only one statement per account, even if that account has more than one owner.

With certain exceptions, we provide account holders with statements listing their account transactions. You assume full responsibility for acts of omission of the members of your household, your employers, agents or accountants. You will be deemed negligent in the handling of your account if you delegate the tasks of preparing checks and of reviewing your statement to the same individual. You are responsible for promptly examining your statement for each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your account unless you notify us in writing within certain time limits after the statement and checks are made available to you. If you have requested us to hold your account statements, it will be deemed as the statement was made available to you on the day when we received the statement. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors. You assume full responsibility for notices, vouchers, checks, items, statements and other documents which are lost, destroyed or stolen while in the mail or from you or a third party. You agree to promptly return any checks or other items to us which do not belong to you. If three consecutive statements and/or notices are returned to us by the Postal Service for any reason, we may stop mailing your statement or close your account if you did not inform us for change of address and you cannot be contacted by us. In this case, the returned statements and notices will be destroyed by us and a cashier’s check will be mailed to the address we have on file for you for the balance remaining in your account.

13) Notification of Errors, Forgeries, and Unauthorized Signatures

We will not be liable for any check that is altered or any signature that is forged unless you notify us within 30 calendar days after the statement and the altered or forged item(s) are made available. You agree to provide us with all information necessary for us to investigate the alleged error or unauthorized item, associated police reports, supporting affidavits, and testimony we reasonably request. You agree that such altered or forged items and errors shall, therefore, be fully enforceable against you and you shall have no claim against us for same and shall be barred from bringing any action against us that is in any way related to the unauthorized item or errors. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within 10 calendar days after the statement and the first altered or forged items were made available. You must also report any other account problems within 30 calendar days or lose your right to assert the problem against us.

14) Check Imaging/Truncation

Since checks are cleared in electronic forms, we utilize check image statements as its standard method to send you images of your cancelled checks. You will receive images of your cancelled checks with your monthly statements. With check truncation, we will maintain a record of your cancelled checks. We will maintain an image of each check for seven years. You can obtain copies of your checks by sending us a written request with the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid. We will charge your account a fee for each copy (including the front and back of the check). We will not be responsible for any special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss.

15) Personal Information at Account Opening

To open an account at the Bank, you will need two current forms of acceptable identification. With limited exceptions, we require an appropriate social security number or taxpayer's identification number. Deposit accounts for fiduciaries, partnerships, corporations and fictitious and fictitious business names must also provide the Bank with valid documentation of trust agreements, partnership agreements, certificates of limited partnership, articles of incorporation and a certified copy of the filed fictitious business name statement, in addition to any other documents deemed necessary by the Bank.

16) Taxpayer Identification Number (Backup Withholding)

Federal law and regulations require us to obtain taxpayer identification for the account holder of each account, with certain limited exceptions. You are required to provide us with your taxpayer identification number under Section 6109 of the Internal Revenue Code. The taxpayer identification number for an individual is usually a Social Security number. The number is included on reports filed with the IRS concerning interest paid to you by the Bank. You are required to certify under penalty of perjury: (1) that the taxpayer identification number given to us is correct; and (2) whether you are exempt from backup withholding. We will furnish you with the form on which you make this certification. If you fail to provide your taxpayer identification number and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules require us to withhold a portion of interest paid to you. We forward the amounts withheld to the IRS. Interest paid on deposits made by individuals who are not citizens or residents of the United States is not reported to tax authorities and is not subject to backup withholding. To establish that you are not a citizen or resident of the United States, you must provide a certification of your status on our certification form. When an account earns $10 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS. You will receive a copy of the information reported to the tax authorities.

17) Account Ownership

You may open an account in your name alone, or with one or more other parties. Following is a brief summary of the general forms of account ownership available at NewBank. *Note: Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.*

(a) Personal Accounts

Where only one individual is designated or appears on a signature card as the owner of such account, then we may treat the account as a solely owned account. In the event of your death or adjudication of incompetence or interdiction, you agree that we have the right to honor checks or other items drawn against your account until ten days after we receive actual written notice of your death, incompetence or interdiction. We may restrict access to your account upon notice of your death or adjudication of incompetence or interdiction until the appropriate documentation reasonably requested by us, including a death certificate, is provided by your executor, administrator or to the representative of your estate or person. To the extent and under the circumstances permitted by the laws of your State, upon receipt of actual written notice and proof of your death, the balance in your account will be paid to the person or entity you designate to "pay on death" or you designate as a POD payee or beneficiary on your account's signature card or on a form provided by us. Unless your signature card or account opening documents so designate, where two or more individuals are designated or appear on a signature card as owners of such account, then as between them, we will treat the owners as joint tenants with the right of survivorship. For any joint account where a joint owner has died, we reserve the right not to release funds in the account until all legal documents are delivered to us. You agree to notify us of the death of any joint other owner and to reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the account to you. Any joint owner may close the account. We may, at our sole discretion, act upon such other instructions of any joint owner, including withdrawing funds or adding or removing any signature or other joint owner to or from the account, without the signature of the other joint owner(s). However, we are under no obligation to observe such instruction, and may do so or refuse to do so without liability. We may also pay all or any part of the funds in the account to any of the joint owners upon request of that joint owner or to a court or governmental agency upon receipt of a garnishment order, tax levy or similar legal process identifying any one of the joint owners. All joint account owners will be jointly and severally liable for all overdrawn accounts, whether or not that particular owner initiated a withdrawal request or other transaction drawn against insufficient funds which we honored, withdrew funds credited to an account which were made available based upon a deposited item which was subsequently returned unpaid, or whether such owner received benefit from a transaction which resulted, directly or indirectly, in such overdraft. If the account is opened as an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the

right to require such documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the person requesting or directing the withdrawal of funds held in the account has the authority to withdraw such funds. We shall be held harmless for refusing to pay or release funds in the account where such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by us. If you establish your account as "in trust for" ("ITF") or as trustee for a third person without presenting formal trust documents, then we may treat the account as a Totten Trust account or as otherwise required by the laws of your state. P.O.D. (Payable on Death) and Totten Trust accounts are accounts which are payable on request to a depositor during the depositor's lifetime and upon the depositor's death to one or more designated beneficiaries or payees, or which are payable to two or more depositors during their lifetime and upon death of all depositors to one or more designated beneficiaries or payees. Prior to the death of all depositors to the account, the Bank may pay funds in accordance with your account agreement along with this Deposit Account Disclosure Statement and Agreement. When the Bank has received proof satisfactory to the Bank of the death of all depositors to the account who, pursuant to the terms of the account agreement, were required to predecease the beneficiary or payee, the Bank may pay any funds remaining on deposit after payment of any amounts due Bank from depositor that accrue or related to a transaction initiated by depositor prior to such depositor's death in the account to the beneficiary or payee. If there is more than one beneficiary or payee, the Bank shall not, unless the account agreement otherwise provides, pay to any such beneficiary or payee more than that amount which is obtained by dividing the total of the funds on deposit in the account by the number of beneficiaries or payees, but the Bank require, at its option, joint instructions of, or payments to, all beneficiaries or payees. We may, at its option require you to close your account and open a new one if you wish to change (add, delete or change allocation among) any death beneficiary and in such case, if Bank no longer offers the account type which you currently have, you may be required to select a new account type, which may include different fees, interest, and other features. Without limiting the foregoing, with respect to NY accounts, Bank, will require your account to be closed and a new account opened to add or delete beneficiaries or to change any allocation among beneficiaries. If you have opened an account as custodian for a minor beneficiary under a state's Uniform Transfers/ Gifts to Minors Act, you will not be allowed to pledge the account as collateral for a personal loan to you or cash checks against the account, except as otherwise permitted by law. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you. You agree that if your account is identified as one offered only to individuals or unincorporated non-business associations, it shall not be used for a business purpose.

(b) Business Accounts

Where a corporation, unincorporated association or limited liability company, partnership, including a limited partnership, limited liability partnership, or joint venture, government entity or sole proprietor is designated or appears on a signature card as the owner of such account, then the account is payable only to or on the order of the business, and not to any individual director, shareholder, member or partner thereof except as they may be a payee on a check or other item drawn on your account. You further represent and agree that the business has taken all action necessary to open and maintain banking accounts at the Bank and that all resolutions and/or other documentation delivered to us in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by us. You agree to notify us in advance of any change in your form of ownership. You also agree that we are not obligated to cash checks payable to you or to accept "less cash" deposits. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you. You agree that each eligible signer is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. Endorsements "for deposit" may be written or stamped. We may accept any instrument for deposit to any depository account of the business without endorsement or may supply the endorsement of the business. The person(s) so designated is authorized to sign any and all checks, drafts and orders drawn against any designated account(s) of the business at the Bank. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.

18) Truth-in-Savings Disclosure / Interest

Checking accounts. NewBank has personal checking plans that include New York Basic Banking Account, which allow you to waive your monthly fee. You can make your account information available through our automated phone banking system at no additional charge. You may have reoccurring deposit made directly to your checking accounts. You may have reoccurring payments charged to your account. There is no limit on the number of checks you can write on your personal checking account. For business checking account, please see the "Disclosure Statement of Deposit Service of Fees & Charges".

Accounts which earn interest. NewBank pays interest on Money Market Account, Interest Checking (NOW) Account, Savings Account, Fusion CD (Customized Deposit), Installment Club Savings Account, Christmas/Vacation Club Savings Account, and Automatically Renewable Time Deposits (Certificate of Deposit & IRA). Your account, if designated as interest-bearing, will earn a variable rate. Your interest rate and Annual Percentage Yield ("APY") may change at our discretion at any time without notice or limit. The interest rate and annual percentage yield applicable to your account on the date your account is opened will be set forth on a separate "rate sheet" or other interest rate disclosure provided to you when your account is opened. That interest rate disclosure is considered a part of this Agreement.

Interest Computation. We will pay interest from the date of deposit on cash, electronic payments, checks drawn on NewBank (On-Us Check) and checks drawn on other institutions (Non-Cash Item). The interest rate will be quoted in the separate page of Interest Rate Disclosure for the account you have opened or inquired about. For variable rate accounts, the interest rate and Annual Percentage Yield (APY) for any statement period may be a combination of more than one rate during the period. Your statement will reflect the APY which is the total amount of interests earned on $100 over a 365-day period or 366 in a leap year, expressed as a percentage and based on the annual rate of simple interest applicable to the deposit and the frequency with which the interest is compounded and paid. Withdrawals on term accounts prior to maturity will result in an early withdrawal penalty and reduced APY. The penalty will be taken from accrued unpaid interest. Closing the accounts prior to maturity will result in loss of interest.

Certificate of deposit. A time deposit offered at NewBank is non-negotiable and non-transferable except a certain type of time deposit that is deposited as a security deposit to the government agencies. The certificate we issue is a receipt of the deposit that explains the terms of the deposit. Fixed maturity time deposits stop earning interest at maturity and are treated as demand deposits unless the certificate or receipt indicates on its face that the account is automatically renewable, or such certificate is renewed within 10 calendar days after maturity. Automatic renewable time deposits will be renewed at the interest rate in effect at the time of renewal. If your account is redeemed during the 10-days grace period, it will not earn interest after the maturity date. For single maturity CDs, your CD will not automatically renew on the maturity date. No interest is earned or paid after the maturity date. If we permit you to withdraw all or part of your time deposit account before maturity, you will be required to pay an early withdrawal penalty. The early withdrawal penalty will depend upon the original term of the deposit. The application of these penalties can result in a reduction of the principal amount.

19) Fees and Service Charges

Your account is subject to the fees described in the Fee Schedule that applies to your account and you agree to pay all applicable service charges. You authorize us to charge your account for these fees and service charges at any time whether such fees or charges will result in an overdraft of your account or, where there are insufficient funds in your account to cover your fees and services charges, to bill you separately. You acknowledge and agree that the funds in your account that may include any federal or state benefits (including direct deposit of Social Security) that you choose to deposit can be used to pay such fees and service charges. Fees and service charges are collected on the day of the event, the last day of the statement cycle or the date the account is closed. Fee for these services may vary from state to state. We may change these fees at any time without notice unless otherwise required by law requiring an advance notice.

20) Dormant Account

Accounts with no deposit or withdrawal transaction for 12 consecutive months are considered inactive unless you contact us within that time. A time deposit is classified as inactive if you do not withdraw the funds within 30 days after it matures, or if it is automatically renewable, and you do not contact us regarding the deposit for a substantial period. A Safe Deposit Box that is delinquent in the service charge for longer than 6 months is considered inactive. We will try to contact you before we classify the account as dormant. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law. The account may be charged dormant account fees in addition to the normal service charges (e.g., monthly maintenance fees, etc.) while it is in dormant status, subject to applicable law. For New York State residents, the monthly dormant fee of $3 for Savings and $10 for Money Market accounts will be waived. We may refuse to pay items drawn on or payable out of the account. We may be required to turn over (escheat) account funds to the state if you fail to do one of the following within the time period specified by applicable state law: (a) make a deposit to or a withdrawal from the account; (b) correspond in writing with us about the account; or (c) otherwise indicate an interest in the account, as evidenced by a memorandum or other record on file with us. We may impose a fee for sending a dormant account notice to you prior to turning the funds over to the state. If funds are remitted to the State, you may file a claim with the State to recover the funds. For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely manner to confirm the transaction's authorization.

21) Telephone and Electronic Communication

We may monitor and/or tape-record any of our telephone and/or electronic communications for quality and control purposes and to ensure better service to you.

22) Powers of Attorney

If you choose to designate a Power of Attorney form other than one provided by us, we may recognize it but we reserve the right to refuse to honor any Power of Attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the Power of Attorney, subject to the law of your State. The best way to determine whether we will recognize a Power of Attorney is for you to bring the Power of Attorney form and your agent into our office and we can advise you then if we will recognize and act upon the form you present. We reserve the right to refuse to follow the instruction of an attorney-in-fact to designate the attorney-in-fact as a joint account holder, ITF beneficiary, or POD beneficiary to the account. In the event you choose to revoke your power of attorney, you must send a written notice to the branch your account was opened.

23) Adverse Claims

Upon receipt of oral or written notice from any party of a claim regarding the account, we may place a hold on your account and shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your account or any other withdrawal instruction. We may file an action in interpleader with respect to any account where we have been notified of disputed claims to that account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal instruction or to interplead any funds in the account.

24) Releasing Account Information

You authorize us to release information regarding the current status and history of your account to others. We may release information: (1) where it is necessary or helpful to complete a transaction; (2) to verify the existence and condition of your account for a third party, such as a merchant or another financial institution; (3) to comply with the law or a court order; (4) when an inquiry is made regarding whether your account has sufficient funds to cover a check drawn on your account; (5) with your authorization; and (6) for other legitimate business purposes.

25) Legal Process

If we are served with any legal process relating to your account, we must comply with the instructions of the legal process with which we are served. Regardless of where or how we are served, we may comply with any State or Federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail or by facsimile transmission at any of our offices, even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. Any garnishment or levy against your account is subject to our right of set off against the account. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorney's fees, court costs and expenses, in complying with the legal process. We may comply with the process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.
We may notify you of such process by telephone, electronically or in writing at the current address or telephone number we have in our records for you unless we are prohibited by law or court order from doing so. Accounts opened with trust or fiduciary designations may be subject to legal process unless our records contain an expressly written trust or court order that provides otherwise. Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. You agree that we shall not be liable for indirect, special or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates. We may notify you of such process by telephone, electronically or in writing at the current address or telephone number we have in our records for you unless we are prohibited by law or court order from doing so.

26) Right of Set-Off

The law provides that we may take funds on deposit in your account to satisfy a debt you owe us which is not paid when due. This is called the right of set-off. If we exercise this right of set-off, we shall comply with all applicable laws and regulations and we will notify you promptly of the action taken. All sums in a deposit account (except IRA, or other qualified plans or as otherwise prohibited by law) are subject to our right of set-off liabilities owed to us by any or all of the account holders, to the fullest extent permitted by law. If your account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt. The Bank's right of set-off does not apply if you have made arrangements with the Bank to have Social Security or supplemental income payments deposited directly to your account to the extent of those payments. Also, this right of set-off does not apply if the debt is created under IRA or tax-qualified retirement accounts, consumer credit card plan or your right to withdraw funds from the account arises only in a representative capacity. You acknowledge and agree that any federal benefits or other payments deposited to your account after a date of ineligibility must be returned to the Federal Government or other payor, as applicable, and we may set-off against any of your accounts in order to recover any ineligible benefits or payments you may have received if we are obligated to return funds to the payor. If we make a set-off against your account, you agree to release and indemnify us from all liability for our actions. If you or any joint owner draws a check or otherwise authorized withdrawals not presented for payment until after the drawer's death, or if any joint owner is indebted to us at the time of his or her death, we are authorized to pay such checks and withdrawals and exercise our right of set-off against the account after such joint owner's death, notwithstanding any rights that a surviving joint owner, a POD payee or a beneficiary of an ITF or "trustee for" account may have to funds in the account. If we exercise our right of set-off against an account that is subject to an early withdrawal penalty, the account will be assessed the applicable early withdrawal penalty.

27) Waiver

We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. We are not bound by any waiver unless it is in writing.

28) Termination/Closing Account

We may honor any authorized signer's request to close or suspend an account. At our discretion, we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the closing of suspension of an account. We may return checks or other items, marked "Refer to Maker" (or similar language), in the event there is a dispute over the ownership or control of an account. We may close your account at any time, with or without cause, and remit the balance to you at the current address we have on file for you. We may close your account if your account becomes overdrawn and uncollectible or your account balance reaches zero. If we close your account, we may send you a written notice that the Account is closed on the date we close your account. We will return the balance in your account less any fees or service charges, claims, setoffs or to the amounts you owe us if such net amount exceeds one dollar. Please allow four weeks to receive such funds from us. You may close your account at any time upon notice to us, subject to any applicable early withdrawal penalty. However, you will remain liable for the payment of accrued fees on the account and for checks in the process of collection. We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed by you or by us. At our option, we may honor checks, withdrawal orders, items or transactions after an account is closed if the transaction was part of an electronic fund transfer system or if you fail to place a stop payment order for any outstanding checks or other items. You shall remain responsible and liable for such checks, items and transactions. If an interest-bearing account is closed for any reason before accrued interest is actually paid, interest may not be paid for the current interest period.

29) Change in Account Agreement

We reserve the right to change the terms or conditions of any account, except as required by law and except as provided in writing at the time an account is opened. We will normally give an advance notice of any change, but we are not required to unless provided by law. Any changes will take effect immediately unless stated otherwise in any notice we send you.

30) Laws Governing Your Account

Except as otherwise provided in this Agreement, all rules and regulations of applicable Federal law and the laws of the State where we maintain your account will govern your account and the interpretation of this Agreement. All deposits, items transmitted for collection, and any other transactions concerning your account are subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

31) Liability

You agree that we shall be relieved of any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices. You agree that we shall not be liable for direct, special or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. If we fail to stop payment on an item, or pay an item bearing an unauthorized signature, forged drawer's signature or forged endorsement or alternation, our liability, if any, shall be limited to the face amount of the item.

32) Limitation on Time to Legal Action

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action.

33) Dispute Resolution by Arbitration

you should read this provision carefully. this section provides, with certain exceptions stated below, that any dispute must be resolved by binding arbitration. arbitration replaces your right to go to court, including the right to participate in a class action or similar proceeding. you will not be able to bring a class action or other actions in court, nor will you be able to bring any claim in arbitration as a class action or other representative action. you will not be able to be part of any class action or other representative action brought by anyone else, or to be represented in a class action or other representative action. in the absence of this arbitration agreement, you and we might otherwise have had a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). except as otherwise provided below, those rights are waived. other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

(a) Agreement to Arbitrate; Claims Covered by Arbitration

Either you or we may elect, without the other's consent, to require mandatory, binding arbitration of any claim, dispute or controversy between us or concerning your deposit accounts to be resolved, except specifically excluded below. Any claim relating to or arising out of your account, this Agreement, or our relationship will be subject to arbitration. Any claim raised by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, heirs, agents or assigns of the other, arising from or relating in any way to this Agreement, any prior account agreement between you and the Bank, or the advertising, the application for, or the approval of your account will be subject to arbitration. Any claim originating from or relating to this Agreement will be subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. This includes a claim based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law, or any request for equitable relief and includes a claim made as a counterclaim, cross-claim, third-party claim interpleader or otherwise. Any party to a proceeding in court may elect arbitration with respect to any claims advanced in the lawsuit by any party or parties. Any claim made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Any claim relating to the enforceability or interpretation of any of these arbitration provisions will be subject to arbitration. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

(b) Claims Excluded from Arbitration

As an exception to this arbitration provision, you retain the right to pursue in a small claims court, any Claim that is within that court's jurisdiction and proceed on an individual basis.

(c) Commencement of Arbitration Proceedings

The party filing a claim in arbitration must select either one of the following two national arbitration administrators: Judicial Arbitration and Mediation Services, Inc. ("JAMS") or American Arbitration Association ("AAA"). Once you initiate the arbitration, you must notify us in writing at NewBank, Attention: Legal, 146-01 Northern Blvd. Flushing, NY 11354. If we file a claim in arbitration, we will notify you in writing at your last known address on file. A copy of the arbitration rules for the two arbitration administrators as well as additional information about initiating arbitration can be obtained by contacting the administrators:

JAMS: Toll free phone at 800-352-5267, website www.jamsadr.co, or;

AAA: Toll free phone at 800-778-7879, website www.adr.org

The arbitration shall be conducted in the same city as the U.S. District Court closest to the branch where your account is held at the time the claim is filed unless the parties agree to a different location in writing.

(d) Administration of Arbitration

The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration claim is filed unless any portion of that code or those procedures is inconsistent with any specific terms of this arbitration provision and/or this Agreement, in which case this arbitration provision and this Agreement shall prevail. The arbitration will be conducted before a single, neutral arbitrator either a lawyer with at least ten years' experience or a retired or former judge, selected in accordance with the rules of the arbitration organization. The arbitrator will apply the applicable substantive law, including but not limited to the applicable Uniform Commercial Code, consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and the applicable statute of limitations or condition precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator's authority is limited solely to the claim between you and us. The arbitration may not be consolidated with any other arbitration proceeding. You and the Bank do not agree to any arbitration on any basis to which any party other than you and the Bank, the related parties enumerated above such as heirs, successors and assigns, or any other person obligated on the Account, is involved.

(e) Arbitration Award

Any decision rendered in such arbitration proceeding will be final and binding on the parties unless a party appeals in writing to the arbitration organization within thirty (30) days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules and laws that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the FAA. A party may seek to have a final and binding award entered as a judgment in a court of competent jurisdiction.

(f) Governing Law for Arbitration

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

(g) Costs involving Arbitration

The party initiating the arbitration shall bear the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is a good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

(h) No Class Action of Joinder of Parties

If you or the Bank elects to arbitrate a Claim, the arbitration will be conducted as an individual action. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such claim be pursued in court if either you or we elect arbitration. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between you and the Bank related to this Agreement raised in such lawsuits will be subject to an individual arbitration Claim if either you or the Bank so elects. Unless mutually agreed to by you or us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration, unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction, whether or not the claim may have been assigned.

(i) Right to Resort to Provisional Remedies Preserved

Nothing herein provided shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

(j) Severability, Survivability

These arbitration provisions shall survive:

> termination or changes to your deposit accounts, or any related services we provide;

> the bankruptcy of any party; and

> the transfer or assignment of your deposit account or any related services we provide.

If any portion of this arbitration provision hereof is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

34) Compliance

You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You agree to comply with all applicable laws and you may not use your account or our services for any illegal activity. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We

are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.
Federal Law prohibits banks from processing activity that is related to Internet gambling. If we detect activity in your account that is related to Internet gambling, we will notify you that the activity must stop. If we continue to see such activity, your account will be closed.

35) Other Agreements

You may have another agreement with us which, by its terms, supersedes this Agreement in whole or in part. For example, if you are a business customer, certain provisions of your other agreements (such as a Remote Deposit Capture Agreement or ACH Origination Agreement) may supersede some of the terms of this Agreement, to the extent that they are inconsistent. If you are a consumer, your accounts may also be governed in part by one or more electronic fund transfer agreements.

36) Transfer and Assignments

You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept, pass upon or recognize an attempted assignment of an account, including a savings account, or any interest in it.

II. Funds Availability Policy

1. General

(a) Your Ability To Withdraw Funds:

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

(b) Determining the Availability of a Deposit:

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit before 5:00 PM 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 5:00 PM or on a non-business day, we will consider that the deposit was made on the next business day we are open. If you make a deposit on a business day through a NewBank ATM no later than 3:00 PM, we will consider that day to be the day of your deposit. However, if you make a deposit after this stated time, or on a weekend, a Federal holiday, a state holiday, or the day we are closed, we will consider that the deposit was made on the next business day. The length of the delay varies depending on the type of deposit and is explained below.

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. Treasury checks that are payable to you.
> Wire Transfers
> Checks drawn on NewBank (On-Us Check)

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:
> Cash
> 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: Funds you deposit by check will be available the second business day after the day of deposit. The first $275 of your deposits, however, may be available on the first business day after the date of deposit.

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 of funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in 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 you deposited.

(c) Longer Delays May Apply:

In some cases, we will not make all the funds that your deposit by check available to you according to the preceding schedule. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first $275 of your deposits, however, will be available on the first business day. If we are not going to make all the funds from your deposit available according to the preceding schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:
> We believe a check you deposit will not be paid.
> You deposit checks totaling more than $6,725 on any one day.
> You redeposit a check that has been returned unpaid.
> You have overdrawn your account repeatedly in the last six months.
> There is an emergency, such as failure of computer or communications equipment.

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

(d) 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:
> Funds from electronic direct deposits, cash, and wire transfer to your account will be available on the day we receive the deposit
> The first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip).
> The excess over $6,725 will be available on the ninth business day after the day of your deposit.
> If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second
Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

2. Important Endorsement Standards for Your Account

Your compliance with the Bank's endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as result. The Bank's endorsement standards are:
> Customer endorsements must be placed in the 1½ inch area starting at the left side of the check;
> The remaining area of the check cannot contain any pre-printed stamped or handwritten customer information. The diagram below illustrates where the endorsements must appear to comply with these endorsement standards; and
> The check is viewed from the front as though it is transparent.

III. Check 21 – Substitute Checks

1. 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 the 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.

2. 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 incorrectly (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

3. How do you make a claim?
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 one of the branch offices or write us at: NewBank (Attn: Operation Support) 146-01 Northern Blvd, Flushing, NY 11354 or, email at os@newbankusa.com. You must contact us within 60 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 period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:
> A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
> An estimate of the amount of your loss;
> An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
> A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example, the check number, the name of the person to whom you wrote the check, the amount of the check).

IV. Electronic Fund Transfer

1. Personal Accounts
The Electronic Funds Transfer Act (15 USC 1693) and Federal Reserve Board Regulation E require that we disclose to our customers the terms and conditions of our electronic fund transfer services. Once an electronic fund transfer service is established, any authorized person on the account may conduct electronic fund transfer transactions through our Automatic Teller Machine (ATM) or Point-Of-Sale (POS) transfer services, or by internet banking or telephone or any preauthorized arrangement between you and third parties.

2. Business and Other Non-Personal Accounts
The provisions in this Electronic Funds Transfers section dealing with "Our Liability for Failing to Make Transfers", "Your Liability", "In Case of Errors or Questions About Your Electronic Funds Transfers" DO NOT apply to business or other non-personal accounts. The owners of non-personal accounts must notify us immediately if they discover any unauthorized transactions or error and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process transactions that are initiated by means of a PIN for non-personal accounts, even if the transactions are not initiated or authorized by the owners unless we are notified in advance that the PIN has been lost or stolen. The owners of non-personal accounts assume sole responsibility for any authorized use of the account's PIN and shall indemnify, defend and hold the Bank harmless from all claims, actions, proceedings, losses and damages related to or arising out of any unauthorized transactions.

3. Electronic Fund Transfer Services
The following services are categorized as Electronic Fund Transfer Services:
> Direct Deposit
> Telephone Banking
> ATM/Debit Card
> Internet Banking and Bill Payment

Electronic Check Conversion. You may authorize a merchant to other payee to make a one-time electronic payment from your checking account using information from your check to Pay for purchases or Pay bills.

Electronic Check Return Charges. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

4. ATM or Debit Card Agreement
If your card is lost or stolen or if someone else might be using it without your permission, you must notify us immediately or call us at 1-866-546-8273. You are also responsible for any EFT transaction made by someone else to whom you have given your Card or PIN. Most merchants send pre-authorization requests prior to your purchase. We may authorize or refuse to authorize the transaction based on a different amount than the pre-authorization request because some merchants send in a pre-authorization request for an amount that is unrelated to the actual amount of the purchase. When a pre-authorization is received from a merchant, we will place a hold on funds in your account to pay for your purchase. However, for some types of purchases such as gas purchases, car rentals, dining, or hotel reservations, we may place a hold for a longer period. If the pre-authorization is more or less than your actual purchase amount, the hold may remain even after your purchase amount is paid from your account. The purchase amount will be paid from your account whenever the merchant sends it to us, even if that is after the hold has expired. We will not authorize a debit card transaction if your available balance on your account isn't enough to pay that transaction. If a transaction overdraws your account due to a communication error during a transaction, we will not assess an insufficient fee or any other fees. Our policy is to post and pay card transactions in the order they are received. We reserve the right to pay card transactions before checks and other items. VISA debit card or ATM card is issued with a PIN and may be used to obtain cash or purchase goods or services by means of an EFT. When used with your PIN, the resulting EFT transaction made with your VISA Debit Card / ATM Card is covered by Federal Reserve Board Regulation E and is NOT considered to be a VISA card transaction. Only the transaction that involves your signature is VISA card transactions and covered by VISA rules and regulations. You are always solely responsible for keeping your PIN safe and secure. You agree not to share your PIN with anyone else and not to write your PIN on the card. ATM owners and POS merchants may assess a fee when you use their services. The fee should be disclosed before you complete the transaction and will be added to the amount of the transaction that is posted to your account if you agree to complete the transaction once the fee has been disclosed. You understand that the Bank has no control over surcharges and agree that the Bank is under no obligation to refund surcharges. There are no charges to you when you use your card at an ATM owned by the Bank. When a non-customer of NewBank uses the Bank's ATM, we charge a fee per transaction.
The Card shall remain the property of the Bank. Your Card is NOT transferable and must be surrendered upon demand. Your VISA Debit Card / ATM Card may be canceled by the Bank at any time without prior notice. The Bank may, from time to time, change the terms of the VISA Debit Card / ATM Card Agreement by mailing or delivering written notice of the change to you at your address in the Bank's records twenty-one (21) days prior to the effective date. You agree that you will NOT give your Card or PIN to any other person. You agree that you will NOT write your PIN on your Card, NOR will you keep your PIN and your Card together in the same place, such as your wallet or purse. You agree that if your Card or PIN is lost, misplaced or stolen or if you believe that someone has transferred or may transfer funds from your account without your permission, YOU SHOULD NOTIFY THE BANK immediately. To protect your assets from debit card frauds, we will initially block any transactions originating from a foreign country. If you plan to travel abroad, you are responsible to request a removal of this restriction prior to your trip. If you make a transaction with your card to withdraw funds in a currency other than U.S. dollar amount, the transaction amount will be converted into the U.S. dollar. The exchange rate applied to Card transactions that occur in a different currency will be 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
> The government-mandated rate in effect for the applicable Central Processing Date.
This exchange rate may differ from the rate on the date you used your Card. We will add an Exchange Rate Adjustment fee to the amount the network charged us for foreign currency transactions.

We may cancel your Card at any time without notice. You may cancel your Card by contacting us. We can refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there is potentially fraudulent, suspicious, or illegal activity on your account. For your protection, your card is issued with an expiration date. If your account is in good standing upon the expiration of your card, we may renew your card by issuing a renewal card. We have right to not to issue a renewal card if your account is not in good standing. Each VISA Debit Card / ATM Cardholder acknowledges that he/she shall be individually and jointly liable for the payment of all sums owing under the terms and provisions hereof. Your obligation to pay for transactions on your account continues regardless of agreements, divorce decrees or other court judgments to which we are not a party. Overdrafts may be covered by transferring funds from other accounts under cardholder's authority or cash deposits.

For non-consumer account, you agree to be unconditionally and without limitation liable for all debits effectuated by use of the cards, whether authorized or unauthorized, whether utilized by employees or some other persons and whether arising from Cards lost or stolen. All employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this agreement. Accordingly, such employees shall be jointly and severally liable to Company for any debits effectuated under the Card issued to the respective employee, whether authorized or unauthorized, and whether arising from lost or stolen cards. In the event of a lost card or of unauthorized use of a card, the Bank should be notified by either calling or writing.

You may close your account at any time by visiting a local branch. However, you remain responsible to pay any pending charges or fees and overages according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice and you must return the card to us upon request.

5. Types of Available Transfers and Limits
(a) Account access:
You may use your card and/or code to:

> Withdraw cash from your checking account;
> Make deposits to your checking account; and
> Pay for purchases at places that have agreed to accept the card.

Your checking account will be charged directly for these transactions. Some of these services may not be available at all terminals.
Additional type of electronic funds transfer services are:
> Preauthorized debits for payment of bills to third parties;
> Preauthorized credits for deposits to your account; and
> Transfer of funds between your accounts by telephone.

(b) Limitations:
For personal accounts, you can withdraw up to $410 from any ATM and make POS purchases up to $400 each day. For business accounts, you can withdraw up to $1,010 from any ATM and make POS purchases up to $1,000 each day. However, we may temporarily reduce your limits without any notice, for security purposes, or change your limit permanently with prior notice to protect your account. We may also restrict your card access if your account becomes inactive or dormant.

6. Charges for Transfers
We may impose a fee for each electronic fund transfer you make. See Fee Schedule for more details.

7. Right to Receive Documentation of Transfers
(a) Terminal transfers:
You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or Point-Of-Sale terminals.

(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 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. However, certain foreign-initiated transfers may not be reflected in our periodic statement.

8. Bank Business Days and Transfer Cutoff Time
Our business days are Monday through Friday. Saturdays, Sundays and Holidays are not included. Cut-off hour for ATM transactions is 3:00 PM of each business day. The Bank may open branches on a weekend or holiday, but we may treat the transaction as if we had received it on the next business day. The transfer date ("Transfer Date") is the date we will transfer from one Account to another, provided we receive your Transfer Instructions no later than 3:00 p.m. Eastern Time "Cutoff Time" on the date you designate as the Transfer Date for all transactions. Transfer Instructions received after 3:00 p.m. Eastern Time will not be processed until the next Business Day. The Transfer Date you specify must be a Business Day. Funds transferred to deposit accounts held by us and made after the Cutoff Time or on a non-business day will be available for immediate cash withdrawal at ATMs; however, the funds will not be available to cover off-line payments such as paper checks until the next Business Day. If you specify a Transfer Date that is not a Business Day, or if we receive your Transfer Instructions after 3:00 p.m. Eastern time on the date you designate as the Transfer Date, we will consider the next Business Day as the Transfer Date and we will process the transfer on that date and debit and credit your Accounts accordingly.

9. Disclosure of Account Information to Third Parties
We will disclose information to third parties about your account or the transfers you make only:
> Where it is necessary for completing transfers;
> To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
> To comply with a government agency or court orders; or
> If you give us your written permission.

10. Our Liability for Failure to Make Transfers
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 the following instance:
> If through no fault of ours, you do not have enough money in your account to make the transfer.
> If the transfer will go over the credit limit on your overdraft line.
> If the automated teller machine where you are making the transfer does not have enough cash.
> If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
> If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
> There may be other exceptions stated in our agreement with you.
> If the funds are subject to legal process or other encumbrance restricting such transfer.

11. Your Liability
If you believe your card and/or PIN has been lost or stolen, please call us at 1-866-546-8273 immediately. If you believe someone has transferred or may transfer money from your account without your permission, please visit one of the branch offices to complete an affidavit or call us at 1-866-546-8273. You may also write us at NewBank (Attn: Operation Support) 146-01 Northern Blvd, Flushing, NY 11354 or, email at os@newbankusa.com. 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 you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, 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, 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 period.

12. In Case of Error or Questions about Your Electronic Transfers
If you feel that any statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt, contact us as soon as you can in writing no later than 60 days after we send the first statement on which the problem or error appeared: NewBank (Attn: Operation Support) 146-01 Northern Blvd, Flushing, NY 11354 or, email at os@newbankusa.com.

Please make sure you,
> Tell us your name and account number.
> Describe the error or the transfer of which you are unsure and explain as clearly as you can why you believe it is an error or why you need more information.
> Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you (20 business days if the transfer involved a new account) and will correct error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within 10 days (20 business days if the transfer involved a new account) 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 provide provisional credits to your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finished our investigation. You may ask for copies of the documents that we used in our investigation.

For business accounts:
We will attempt to follow the procedures described above, but we are not legally required to do so. You are required to notify us within 60 days of the mailing date of the first statement showing any unauthorized transactions to be eligible for the Visa Zero Liability policy.

We may impose greater liability on you if we reasonably determine that the unauthorized transaction was caused by the gross negligence or fraudulent action of you - which may include your delay for an unreasonable time in reporting unauthorized transactions.

13. Stop Payment of Preauthorized Transfer
(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:
Call or visit one of branch offices 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. We may impose a fee for each stop payment order you give.

(b) 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 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.

(c) Liability for failure to stop payment of preauthorized transfer:
If you told 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.

14. Special Rules for International Remittance Transfers by Consumers
If you are a consumer initiating an international remittance transfer for personal or household purposes to a designated recipient in a foreign country, you will receive *Disclosure and Receipt* from us. The *Disclosure and Receipt* is a disclosure provided to you at the time of your remittance request but before the payment is made from your account. This pre-payment disclosure includes a requested transfer amount, any fees or taxes imposed by the Bank, the total amount of the transaction, and the exchange rate of the currency that you specify in your request. In addition, it will also include any fees imposed by third parties, the requested transfer amount, the total amount to be received by the recipient in the foreign currency, the date the funds will be available to the recipient, the information you provided that identifies the recipient, and a statement of your rights in the event of an error or if you wish to cancel the transfer within 30 minutes of your confirmation of the transfer. Please note that the recipient may receive less than the total amount disclosed on the receipt due to foreign taxes and fees charged by the recipient bank or other intermediary bank, which we are not required to disclose. You represent and warrant to us that you will provide accurate recipient information such as name, address, account number, bank name, bank address, and intermediary bank information, if applicable. We may rely upon the account number of the recipient, the ABA routing number of the recipient bank or any intermediary bank, as instructed. The recipient bank in this application may make payment based on the identifying number even though it identifies a person or entity different from the named recipient in this application. Also, you could lose the transfer amount if you have provided an incorrect recipient account number or recipient bank identifier. In case of errors or questions about your remittance transfer, you must contact us within 180 days of the date we indicated to you that funds would be made available to the recipient by contacting one of branch officers or writing us at NewBank (Attn: Operation Support) 146-01 Northern Blvd, Flushing, NY 11354 or, email at os@newbankusa.com.

When you contact us, please provide us:
> Your name and address or telephone number;
> The error or problem with the transfer, and why you believe it is an error or problem;
> The account number of the person receiving the transfer, and if you know it, his or her telephone number or address;
> The dollar amount of the transfer; and
> The confirmation code or number of the transfer

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

VI. UIGEA and Reg GG Notice

Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Regulation GG Notice:

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your business account, with our bank. 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. Unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made".

VII. Privacy Policy

FACTS	WHAT DOES **NEWBANK** DO WITH YOUR PERSONAL INFORMATION?
Why?	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.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: ▪ Social Security Number and Date of Birth, Address, Telephone Number ▪ Account Balance and Transaction History ▪ Credit Scores and Credit History When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons NewBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NewBank share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't' share
For nonaffiliates to market to you	No	We don't' share

Questions?	Call 800-207-2101 or go to www.newbankusa.com

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Who we are	
Who is providing this notice?	**NewBank**

What we do	
How does NewBank protect my personal information?	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.
How does NewBank collect my personal information?	We collect your personal information, for example, when you ▪ open an account or make withdrawals from your account ▪ apply for loan or give us your income information ▪ make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	We do not share your information

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ NewBank does not have any affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ NewBank does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliates financial companies that together market financial products or services to you. ▪ NewBank does not jointly market.

Other important information

VIII. Fees and Charges

• Chargeback Items (Deposit Item Return) [1]	**$9 / Check**
• NSF Returned Item(s) Charge (Check/ACH) [2]	**$35 / Item**
• NSF Paid Item(s) Charge (Uncollected / Insufficient Funds) [2]	**$25 / Item**
• Overdraft Accrual Charge [3]	**21% / Annum**
• Special Return Handling (Check/ACH)	**$35 / Check**
• Dormant Service Charge [4]	
- Personal Basic/Plus Checking & Savings	**$3 / Month**
- All Other Accounts	**$10 / Month**
• Outward Remittance	
- International to S. Korea	**$15 / Item**
- Domestic & International	**$25 / Item**
- Remittance Amendment	**$5 / Item**
• Inward Remittance	
- Paid to Account [5]	**$5 / Item**
• Cashier's Check	**$7 / Check**
• Money Order	**$5 / Check**
• Counter (Temporary) Check	**$1 / Check**
• Collection Items	
- Domestic	**$30 / Check**
- International	**$50 / Check**
• Certificate of Account Balance	**$15 / Certificate**
• Stop Payment Fee:	
- Check / ACH	**$20 / Item**
- Cashier's Check / Money Order	**$25 / Check**
• Bank Confirmation Letter / Credit Reference	**$10 / Each**
• Legal Processing Fee/ Tax Levy	**$50 / Item**
• Undeliverable Mail (After 2 Consecutive Returns)	**$5 / Item**
• Account Reconciliation / Research	**$30 / Hour**
• Photocopy	
- Paid Check, Deposited Check	**$1 / Item**
- Bank Documents	**$1 / Page**
-	
• Statement	
- Monthly Statement (Business accounts only)	**$8 / Month**
- Interim Statement (Business accounts only)	**$1 / Page**
- Hold Statement	**$5 / Month**
• ATM Service Fee at NewBank' ATM:	
- Customers & In-Network ATM cardholders	**NONE**
- Non-customer & Out-Of-Network ATM cardholders	**$2 / Transaction**
• ATM Card Replacement	**$5 / Card**
• Telephone/Fax Transfer/Notary	**$2 / Each**
• Wrapped Coin:	
- Quarter	**$0.25 per Roll / $6 per Box**
- Dime	**$0.10 per Roll / $4 per Box**
- Nickel	**$0.10 per Roll / $4 per Box**
- Penny	**$0.10 per Roll / $2 per Box**
• Safe Deposit Box Service:	
- Safe Deposit Box Key Deposit for Loss	**$200 / Box**
- Annual Service Charge	**Varied by Box Sizes**
• Night Depository Service:	
- Lost Key	**$200**
- Annual Service Charge	**$50**
• Cash Handling Charge for business (Cash Deposit/Withdrawal Fee)	**$1 / every $1,000**
• On-Us Check Cash Withdrawal by Non-Customer [6]	**$5 / Check**

Monthly service fee, minimum account balance requirement, transaction limit & exceed item fee, and early termination fee, etc. are vary by each account product. Refer to the Disclosure Statement of the account. Disclosure Statement of Deposit Service Fees & Charges is Subject to Change at Management's Discretion.

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[1] *This fee will be shown as "RETURN ITEM FEE DEBIT" on your bank statement. For consumer deposit products only: Chargeback item fee will not be charged to the consumer customer who deposits a check that bounces. However, the bank will charge a fee when a consumer customer repeatedly deposits bad checks from the same originator.*

[2] *This fee will be shown as "NSF PAID ITEM(S) CHARGE" on your bank statement. Also, the combination of Uncollected/Insufficient Funds Check/ACH Charge ($25) and Bounce Check/ACH Charge ($10) will be shown as "NSF RETURNED ITEM(S) CHARGE" ($35) on your bank statement.* An NSF PAID ITEM(S) CHARGE or NSF RETURNED ITEM(S) CHARGE on the resubmitted check/ACH will not be charged.

[3] *In addition to the overdraft charges described above, whenever the daily ending account balance, including all other service fees, is negative (or minus), the Bank will calculate the interest owed from the day the transaction amount is posted until the daily balance is paid in full. Interest owed will be calculated by multiplying the negative daily balance on your account by daily period rate. Daily periodic rate is calculated by dividing 21% by 365, or 366 in a leap year. At the end of the monthly statement cycle, we'll add all of the interest owed amount for the days that you held a negative daily balance on your account and then, deduct the fee amount from your account. This fee will be shown as "OVERDRAFT ACCRUAL CHARGE" on your bank statement.* This Overdraft Accrual Charge exclusively applies to business accounts.

[4] *For New York State residents, the monthly dormant fee of $3 for Savings and $10 for Money Market accounts will not be charged.*

[5] *All remittance related fees will be shown as "WIRE TRANSFER FEE" on your bank statement.*

[6] *Non-Customer Must present a valid Gov't ID and Social Security Number and verification with the account holder by the bank officer is required.*

Let's get started

Welcome to **NewBank**!

You now have access to all the great benefits and services that come with being a NewBank customer.

Inside, you'll find out about everything your account has to offer. But, first, it's important for you to take a look at the checklist below that will quickly help you get started using some of our most convenient products and services. If you have any questions, just let us know.

Your time is valuable, so we've made it easy to use the list below to set up services that will save you time and money.

Set up your account on NewBank Online

1. Go to NEWBANKUSA.COM.
2. Click "Online Banking" and "Enroll Now" and follow instruction.
3. Next, create a user ID and password.
4. Now you can view account activity, make transfers and use a variety of other online self-service options.

Download the NewBank app

1. Download the NewBank Mobile app.
2. Now you can view your balance and manage your NewBank accounts anytime, anywhere.

Enroll in Online Bill Pay, NewPay

1. Go to NEWBANKUSA.COM and log into your account.
2. Click NewPay and follow the instruction to "Add a Payee"
3. Now you can make payments to virtually anyone in the U.S. at any time.

Enroll in Paperless Statements

1. Go to NEWBANKUSA.COM and log into your account.
2. Click "eStatement" and review the Terms & Conditions and Click "I Agree"
3. Now you can protect your private account information and receive notification when new statements are available to view online.

Activate your permanent NewBank Debit Card

1. You will receive your permanent NewBank Debit Card within 10 days of opening your account.
2. To activate it, simply use the card at any ATM in the U.S. by using PIN you selected at the time of applying a NewBank Debit Card.
3. In the meantime, use your temporary Debit Card and start enjoying the convenience, control and security it provides.

NewBank Locations

Head Office / Loan Department

146-01 Northern Blvd. Flushing, NY 11354

Tel: (718) 353-8100 Fax: (718) 353-9110

Flushing Branch

146-01 Northern Blvd. Flushing, NY 11354

Tel: (718) 353-9100 Fax: (718) 353-8482

Bayside Branch

45-68 Francis Lewis Blvd. Bayside, NY 11361

Tel: (718) 795-2711 Fax: (718) 795-2636

Manhattan Branch

25 West 32nd Street 2FL. New York, NY 10001

Tel: (212) 897-BANK (2265) Fax: (212) 858-2506

Fort Lee Branch

1475 Bergen Blvd. Fort Lee, NJ 07024

Tel: (201) 585-BANK (2265) Fax: (201) 224-8002

Closter Branch

189 Homans Ave. Closter, NJ 07624

Tel: (201) 297-8040 Fax: (201) 297-8041

Hudson Lights Branch

475 Park Ave. Fort Lee, NJ 07024

Tel: (201) 366-Bank (2265) Fax: (201) 366-0882

Aurora Branch

2751 South Parker Rd. #402 Aurora, CO 80014

Tel: (303) 339-Bank (2265) Fax: (303) 339-8571