



## ACCOUNT AGREEMENT AND DISCLOSURES

This Account Agreement and Disclosures, together with the accompanying enclosures (this "Agreement"), governs the relationship between you and Alpine Capital Bank ("Alpine," "we," "us" or the "Bank"). This Agreement sets forth the terms and conditions for Alpine deposit account products, including Basic Checking Accounts, Regular Checking Accounts, NOW Accounts, Money Market Accounts, Statement Savings Accounts, Certificates of Deposit and services related to each of the foregoing. This Agreement also contains the terms and conditions for Electronic Funds Transfers and Internet Account Access. In this Agreement, "you" and "your" mean the organization on behalf of which the signature cards are signed or any individual signing other than on behalf of an organization. By signing the signature cards, you agree to the terms and conditions contained herein which automatically become effective once your first deposit is accepted by Alpine. You hereby authorize Alpine to act based on instructions received with your signature, or by anyone else authorized on your signature card, unless the signature card for your account provides otherwise.

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### IDENTIFICATION NOTICE (USA PATRIOT ACT)

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

**What this means for you:** When you open an account, Alpine will ask for your name, address, date of birth, and other information that will allow Alpine to identify you. Alpine may also ask to see other identifying documents like a driver's license or documents showing your existence as a legal entity.

**Existing customers:** Even if you have been a customer of Alpine's for many years, Alpine may ask you to provide this kind of information and documentation because Alpine may not have collected it from you in the past.

**Failure to Provide Information:** If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

### INTEREST

**(1) INTEREST RATE:** In this Agreement, the stated interest rate is the annual simple interest rate your account will earn without compounding. Interest earning accounts have rates that may vary from time to time and are determined by Alpine at its discretion. Interest rates may change daily. Alpine may establish, change, or eliminate different balance levels that will earn different rates of interest. The interest rate in effect when you open your account is stated on the Rate Sheet enclosed with this Agreement, and is effective only until the next interest rate change. Please ask an Alpine representative for information on the current interest rates and associated account balance requirements, if any, for interest earning accounts.

**(2) ANNUAL PERCENTAGE YIELD:** The annual percentage yield is the effective interest rate your money will earn if it remains on deposit for a full year with compounding, interest paid is not withdrawn, and there is no change in the annual interest rate. A withdrawal of interest will reduce earnings. The annual percentage yield in effect when you open your account is stated on the Rate Sheet enclosed with this Agreement, and is effective only until the next interest rate change. Please ask an Alpine representative for information on the current annual percentage yield for interest-earning accounts.



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### BASIC CHECKING, REGULAR CHECKING, NOW CHECKING, MONEY MARKET, AND STATEMENT SAVINGS ACCOUNTS

**(1) MINIMUM TO OPEN:** All of the accounts, except for Basic Checking, require a minimum initial deposit of \$1,000. There is no minimum balance for Basic Checking Accounts. Refer to the Schedule of Service Charges for fee information.

**(2) ADDITIONAL DEPOSITS:** Additional deposits may be made to any Alpine account by mail, messenger, internal transfer from another account, or electronic transfer from another financial institution. Alpine may refuse to accept, limit the amount of, or return any deposit. Refer to the Schedule of Service Charges for fee information.

**(3) INTEREST COMPUTATION METHOD:** Interest is compounded daily and computed on a 365-day year basis using the daily balance method. This method applies a daily periodic rate to the collected funds in the account each day.

**(4) EARNING OF INTEREST:** As provided by law, deposits to interest earning accounts begin to accrue interest on the day Alpine receives credit for the funds, which depends on where the item is payable and/or what type of deposit is made (*i.e.*, cash, check, wire, electronic transfer, etc.). Cash, wire and electronic transfer deposits and instruments drawn on Alpine will accrue interest as of the day of deposit. Generally, checks, drafts and other payment instruments begin to accrue interest one business day after the day of deposit. Funds do not earn interest on the day of withdrawal.

**(5) PAYING INTEREST:** Interest is paid at the end of each statement cycle. If you close any of these accounts before the interest crediting date, you forfeit the unpaid interest for that cycle.

**(6) WITHDRAWALS:** Withdrawals are permitted as set forth below. Please refer to the Schedule of Service Charges for fee information on withdrawals from the different account types:

(a) Basic Checking, Regular Checking, and NOW Checking Accounts: You may make withdrawals in person, by mail, by ATM with a personal identification number ("PIN"), by messenger, by preauthorized withdrawal or transfer, and by your issuance of checks (Basic Checking and Regular Checking Accounts) or negotiable orders of withdrawal (NOW Checking Accounts). Negotiable orders of withdrawal are similar to checks and for the purposes of these accounts will be called "checks." There is no limit on the number of withdrawals from Regular Checking and NOW Checking Accounts. Basic Checking Accounts provide for twelve (12) withdrawals per statement cycle, after which there is a per item fee. Refer to the Schedule of Service Charges for fee information. A withdrawal from a Basic Checking account shall be deemed to be made when recorded on the books of Alpine, which is not necessarily the date that you initiated the transaction.

(b) Business Checking: All withdrawals from Business Checking Accounts will be charged a per item fee. Refer to the Schedule of Service Charges for fee information.

(c) Money Market: There is no limit on the number of withdrawals or transfers you may make in person, by mail, by ATM with a PIN, or by messenger; however, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals, may be made per statement cycle, by means of a check, preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction. A fee will be charged for each withdrawal beyond these limits during any statement cycle. Refer to the Schedule of Service Charges for fee information. Examples of automatic or pre-authorized transfers or withdrawals include telephone transfers, pre-authorized third-party payments, and pre-authorized transfers to another account (except in payment of Alpine loans). Alpine uses the date a transaction is posted to your account (and not the date the transaction is authorized) in calculating the above limits.



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(d) **Statement Savings:** The same unlimited and limited withdrawal and transfer rules that apply to Money Market Accounts apply for Statement Savings Accounts, except that there are no checks. Accordingly, there is no limit on the number of withdrawals or transfers you may make in person, by mail, by ATM with a PIN, or by messenger; however, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals, may be made per statement cycle, by means of preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction. A fee will be charged for each withdrawal beyond these limits during any statement cycle. Refer to the Schedule of Service Charges for fee information.

(e) **Excessive Withdrawals:** Alpine is required by law to monitor excessive withdrawals in Money Market and Statement Savings Accounts. We reserve the right to prevent transfers that exceed applicable withdrawal limits. In addition we may charge you a fee for each withdrawal that exceeds the applicable limits during any statement cycle. If you repeatedly exceed the stated limits on a Money Market or Statement Savings Account, Alpine may notify you that it will no longer honor any withdrawals exceeding these limits and Alpine may terminate the account.

(f) **Notice of Withdrawal:** Alpine is required by federal law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a NOW Account, Money Market Account, or Statement Savings Account. Alpine does not currently require you to provide such notice.

(g) **Changing Your PIN:** If you wish to change your PIN for your ATM or Debit card, please contact Alpine to request an application. We may take up to two business days from the receipt of your completed application to process your request.

**(7) STATEMENTS:** Account statements will be mailed or made available to you at the end of each statement cycle period, generally a month long. Statements may be combined with any other statements Alpine is sending you.

**(8) REGULATION GG:** You may not use your Alpine account in connection with any business of placing, receiving, or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.



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### CERTIFICATES OF DEPOSIT

**(1) MINIMUM TO OPEN:** The minimum to open, to maintain, or to renew a Certificate of Deposit (“CD”) is \$2,000. Alpine offers Jumbo CDs for amounts of \$100,000 and above. Additional deposits to existing CDs are not permitted during the term of the CD.

**(2) INTEREST RATE:** The interest rate is determined by Alpine at its discretion for all customers, and is fixed for the term of your CD. The effective interest rate is determined on the date the CD is funded. Alpine will notify you of the rate in writing. Alpine may offer, from time to time, floating rate CDs at rates that float based on movements in a predetermined index.

**(3) INTEREST COMPUTATION METHOD:** Interest on CDs is computed on a simple interest basis (no compounding) and on a 360-day year basis using the daily balance method. Interest on CDs is computed from the date of collection (as explained above) to, but not including, the day of maturity.

**(4) TERM AND MATURITY DATE:** The term of your CD is the length of time you have agreed to leave your money on deposit. The term begins on the date the funds deposited are collected and ends on the maturity date stated. If the maturity date falls on a Saturday, Sunday, or bank holiday, then the maturity date will be deemed to be the next banking day.

**(5) NOTICE OF MATURITY:** Alpine will mail you a maturity notice prior to the maturity date. If you decide to change any of the instructions you gave Alpine concerning the renewal of your CD, including the term of any renewal CD, then Alpine must receive notification of the change(s) in writing at least seven (7) days before the maturity date. If you choose not to renew, the principal plus interest will be credited to an account you choose, or a check can be issued to you.

**(6) AUTOMATIC RENEWAL:** Unless you notify Alpine to the contrary at least seven (7) days before maturity, CDs will be renewed automatically for the same term at the interest rate in effect on the maturity date. However, Alpine reserves the right to not renew your CD or to renew on different terms. If your CD is automatically renewed, you will have a ten (10) day grace period from the renewal date to withdraw funds without penalty. However, no interest will be accrued during this grace period if the CD is not renewed.

**(7) PAYING INTEREST:** You may choose to reinvest your interest at maturity, to have your interest credited to your Regular Checking, Basic Checking, NOW Checking, Money Market, or Statement Savings Account at maturity, or to have your interest paid by check to you at maturity. For CD’s with maturities in excess of one year, interest will be paid annually by check. A withdrawal of interest will reduce earnings.

**(8) EARLY WITHDRAWAL PENALTY:** Partial withdrawals from a CD are not permitted. If you make an early withdrawal of the entire CD (or any renewal thereof), YOU WILL FORFEIT AN AMOUNT OF SIMPLE INTEREST ON THE AMOUNT WITHDRAWN, COMPUTED AT THE RATE IN EFFECT ON YOUR CD, REGARDLESS OF THE LENGTH OF THE TIME THE FUNDS REMAINED ON DEPOSIT. THE PENALTY MAY BE DEDUCTED FROM PRINCIPAL. The penalty for early withdrawals will be one half (1/2) of the interest that would be due on the CD over the entire term of the CD, subject to the following minimum and maximum penalty. The minimum penalty that will be assessed is seven (7) days simple interest. The maximum penalty that will be assessed is 270 days simple interest.

No early withdrawal penalty is assessed if the withdrawal is made because of your death or legal incompetency.



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### FUNDS/WIRE TRANSFERS

You authorize Alpine to receive pre-authorized electronic deposits, to pay pre-authorized electronic payments, and to execute wire transfers, including transfers to third parties, based on instructions received from you, or anyone else authorized on your signature card, unless the signature card for your account provides otherwise. Alpine may, at its option, accept transfer requests in person, by telephone, by Internet, by facsimile or electronic transmission, or may require original written instructions from an authorized signatory. Transfer requests received after 12 p.m. Eastern Standard Time (EST) may not be executed until the following banking day. You authorize Alpine to record electronically any telephonic instructions received by Alpine; however, Alpine has no duty to record any such instructions.

You agree to indemnify and hold harmless Alpine from and against any and all claims, demands, expenses (including, but not limited to, attorney's fees and costs), losses, or damages of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Agreement, unless caused by the gross negligence of Alpine. In no event will Alpine be liable for any consequential or special damages.

You will have no right to reverse, adjust, or cancel a transfer request after it is received by Alpine, except by mutual agreement. In the case of an erroneous or otherwise irregular transfer of funds, Alpine may, but shall not be obligated to, request the transferee to return the funds previously transferred on your behalf. A transfer request issued by you is charged against your account at the time the transfer is made.

Notwithstanding any instructions by you to the contrary, Alpine reserves the right to utilize any funds transfer system and any intermediary bank of Alpine's choosing in the execution of any payment order accepted by Alpine, and Alpine may otherwise use any means of executing the payment order that Alpine deems reasonable under the circumstances.

If you submit, and Alpine accepts, a payment order for payment outside the U.S. in a currency other than the U.S. dollar, Alpine shall debit your account for the U.S. dollar equivalent of the amount of the foreign currency transferred at Alpine's then prevailing rate of exchange or as otherwise agreed. In processing your funds transfers, other banks may deduct their fees from the payment orders issued to them. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment may be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each funds transfer, you shall be responsible for complying with all local currency restrictions and any other local law governing the transaction.

In accepting a payment order issued in your name, Alpine may rely upon the identifying numbers (such as the Fedwire routing number or account number) of the beneficiary, the beneficiary's bank or any intermediary bank, and use only such numbers in executing the order. Also, the beneficiary's bank in any payment order may make payment on the basis of the identifying number even though it identifies a person or entity different from the named beneficiary. Accordingly, you shall be responsible for the consequences of any inconsistency between the name and identifying number, as provided by you, of any party in a payment order.

For your protection, Alpine may elect not to act upon a transfer request if Alpine is unable to obtain satisfactory verification of the request, if there is any inconsistency between a transfer request and information previously supplied to Alpine, or if the request is not initiated in accordance with Alpine's transfer procedures.

In any funds transfer for which you are the recipient or beneficiary of the transfer, Alpine shall not be obligated to notify you of any such payment to your account, other than to record such payment in your next regular statement of account. You may not withdraw such funds until Alpine has received payment from the sender of such transfer.

### ELECTRONIC FUNDS TRANSFERS

This section contains disclosures required by Regulation E of the Federal Reserve Board, the primary purpose of which is the protection of individual consumers engaging in certain electronic transfers. Regulation E governs certain electronic funds transfers including point of sale transfers, automated teller machine transactions, direct deposits or withdrawals of funds, transfers initiated by computer, electronic check conversion, and certain other transfers initiated by telephone. Regulation E does not apply to wire transfers of funds for a consumer through the Federal Reserve Communications System, to certain automatic transfers between two accounts at Alpine, and to transfers of funds initiated by telephone which are not pursuant to a prearranged plan. Alpine may provide for the following types of electronic funds transfers, some of which may not apply to your account:

- ATM and Debit Cards;
- Point of sale transfers;
- Direct deposits;
- Online banking;
- Electronic check conversion; and
- Online bill payment and transfer services.

If you have an Alpine ATM card, you may use your Alpine ATM card wherever you see the Star or Cirrus logo to withdraw cash from your account, to obtain balance information on your account, and to transfer funds between Alpine accounts (if you have two accounts, one of which is a Statement Savings Account). The ATM system works on a seven-day calendar week. Each day runs from 3:00 P.M. (EST) to 3:00 P.M. (EST) the following day. You may withdraw up to the lesser of your account balance or \$800 per day from your account by using your ATM card. Alpine may change this amount at its discretion. You may also use your ATM card to purchase goods and services from certain vendors using point of sale transfers (“POS Transfer”). The payment amount of a POS Transfer is immediately debited from your account. POS Transfers are subject to the \$800 per day cash withdrawal limit noted above. You can get a receipt at the time you make any transfer to or from your account at an ATM or point of sale terminal. There are no limitations on the number of times you may use your ATM card each statement cycle, subject to the applicable account limitations previously discussed.

**Tell us AT ONCE if you believe your card or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check.** Telephoning is the best way of keeping your possible losses down, but you may also notify us in person or in writing. You could lose all of the money in your account (plus your maximum overdraft line of credit if offered by Alpine). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than fifty dollars (\$50) if someone used your card or code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, including those made by card, code or other means, tell us AT ONCE. If you DO NOT tell us within sixty (60) days after the statement was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable time.

You may designate Alpine as the bank to receive deposits made directly by any payor to any of your accounts. These direct deposits may include, for example, your salary, Social Security benefits, and pension or annuity payments. If Alpine receives a demand for reimbursement from any payor claiming that you were not entitled to certain payment(s), Alpine is authorized to charge your account for the amount of the claim. Any action by Alpine for reimbursement from you may also be made against your estate, heirs, and legal representatives, who shall be liable for any claims



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made against and/or expenses incurred by Alpine. Alpine may, in its sole discretion, elect to terminate direct deposit service at any time without notice to you or any payor and/or make this service subject to other conditions.

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call Alpine at (212) 328-2555 to find out whether or not the deposit has been made. You will receive an account statement monthly unless you request otherwise.

If you have requested that Alpine make regular payments out of your account, you can stop any of these payments by calling or writing to us at the address listed below in time for Alpine to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, Alpine may request that you put your request in writing and get it to Alpine within fourteen (14) days after you call. Please refer to the Schedule of Service Charges for stop payment fees. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made, and how much it will be. If you order Alpine to stop one of these payments three (3) business days or more before the transfer is scheduled and Alpine does not do so, Alpine may be liable for your losses or damages.

Online Banking allows you to obtain information about your account(s) or transfer funds between your accounts by using a personal computer. Online Banking may also allow you to pay bills directly from your account(s) in the amounts and on the day(s) you request. In order to use Online Banking, you must enter certain identification information to be provided by Alpine, together with a password. The password is your responsibility to safeguard.

If you request transfers between your accounts through Online Banking, Alpine will not be required to honor them if there are insufficient funds available in your account to be debited to cover them, but Alpine may, in its sole discretion and without any liability to you, elect to honor such transfer(s). Any transfer between accounts requested by 8:00 p.m. on a business day will be processed as of that business day. Transfers received after 8:00 p.m. may or may not be processed as of that business day depending on factors and circumstances outside of the control of Alpine. Transfers received after 8:00 p.m. that are not processed as of that business day will be processed on the following business day.

There are no limitations on the number of times you may use Online Banking for transfers or bill payments each statement cycle, subject to the applicable account limitations on the number of withdrawals previously discussed.

Alpine may cease to allow customers to request Online Banking funds transfers at any time and without prior notice to you.

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

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be debited from your account as soon as the same day you make your payment and Alpine will not return the check to you.

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

1. If, through no fault of Alpine's, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line, if offered by Alpine.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.



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5. If circumstances beyond Alpine's control (such as fire or flood) prevent the transfer, despite the reasonable precautions that Alpine has taken.

The above list of exceptions is not meant to be exhaustive.

You should promptly examine all statements and other materials confirming your transfer. In order for you to avoid liability for subsequent unauthorized transfers, Alpine must hear from you no later than sixty (60) days after the date your FIRST statement on which the problem or error appeared was sent to you or otherwise delivered by a means to which you agreed.

In case of errors or questions about your electronic transfers, if you think a statement or a receipt is wrong, if you believe an unauthorized transfer has been or may be made, if you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you need more information about a transfer, please notify Alpine immediately or as soon as possible in writing or by phone at:

Alpine Capital Bank  
Electronic Funds Transfer Department  
680 Fifth Avenue, 7th Floor  
New York, NY 10019  
Phone (212) 328-2555  
Fax (212) 328-2444  
E-mail: [info@alpinecapitalbank.com](mailto:info@alpinecapitalbank.com)

If you notify Alpine orally, Alpine may require that you submit a notice in writing to Alpine that confirms your concern or question within ten (10) business days of the date you orally notified us. Please include the following information in your notice:

1. Tell us your name and account number;
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
3. Tell us the dollar amount of the suspected error.

Alpine will determine whether an error occurred within ten (10) business days after we hear from you (provisional credits will be issued within five (5) business days for transactions processed over the Visa network) and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

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

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

1. Where it is necessary for completing transfers;



2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give Alpine your written permission.

Information may also be disclosed in special unusual circumstances that cannot be anticipated.

Business days, as used in this Agreement, means Monday through Friday, excluding “Holidays” as that term is defined in Section 24 of the General Construction Law of the State of New York.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

For more information on service charges in connection with electronic funds transfers, please refer to the Schedule of Service Charges. Please note that cash withdrawals at ATMs not owned by us may be subject to additional charges by the ATM owner or network.

### **Visa Debit Cards**

If you have a Visa Debit Card (“Visa Card”), you may use it to make purchases at merchants that accept Visa, and to obtain cash at ATMs displaying the Star or Plus logos. The Visa Card system works on a seven-day calendar week. Each day runs from 3:00 P.M. (EST) to 3:00 P.M. (EST) the following day. Provided that there are sufficient funds available in your account, you may withdraw up to \$1,300 of cash; process \$2,500 in purchases; and \$200 in cash back transactions (in conjunction with purchases) per day. Alpine may change these limits in its sole discretion and without prior notice to you. In addition, merchants and ATM machines not owned or controlled by Alpine may have lower limits. There are no annual, monthly or transaction fees for the usage of your Visa Card. There may be a financial institution fee for obtaining a cash advance. The amount of any charge will be debited automatically from your account.

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions made on your lost or stolen Visa Card. This additional limit on liability does not apply to any transactions that are not processed by Visa. Such transactions are subject to the Regulation E guidelines and liability limits previously discussed. You may not place a stop payment on any purchase transaction conducted with your Visa Card.

You agree that you will not use your Visa Card for illegal gambling or any other illegal purpose. Display of a Visa logo does not necessarily mean that transaction(s) are lawful in all jurisdictions in which you may be located. We reserve the right to decline any illegal purpose and/or internet gambling transactions. If you use your Visa Card to engage in any activities that violate federal and/or state laws, you will nevertheless be liable for any resulting transaction(s) made by the use of your Visa Card.

When you use your card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by Visa from among the range of rates available in wholesale currency markets or the government mandated rate one day prior to the applicable central processing date. The day processing date may be later than the date of your purchase. In addition an International Service Assessment fee of up to one percent (1%) may be applied to your transaction.

Neither we nor any merchant authorized to honor the Visa Card will be responsible for the failure or refusal of anyone to honor the Visa Card, or the declination of any transaction.

The Visa Card is the property of Alpine and may be revoked or canceled without notice and for any reason. You agree to surrender or destroy the Visa Card immediately upon demand.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### ***What is a substitute check?***

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

*Some or all of the checks that you receive back from us may be substitute checks. This section describes rights you have when you receive substitute checks from us. The rights in this section do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.*

### ***What are my rights regarding substitute checks?***

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### ***How do I make a claim for a refund?***

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Alpine Capital Bank  
680 Fifth Avenue, 7th Floor  
New York, NY 10019  
Phone (212) 328-2555  
Fax (212) 328-2444

as soon as you can. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

## GENERAL TERMS AND CONDITIONS OF ALPINE

**(1) APPLICABLE LAWS, TERMS & CONDITIONS:** All of your Alpine accounts are governed by the terms and conditions in the Agreement, the laws of the United States, the laws of New York State, the supervisory rules and regulations of the New York State Department of Financial Services, the Federal Deposit Insurance Corporation, and the Federal Reserve System, as any of the foregoing may be amended from time to time.

**(2) ADDRESS:** You must promptly notify Alpine in writing of any change in your address. All statements and notices to be mailed to you will be sent to you by ordinary mail at the address last recorded by Alpine.

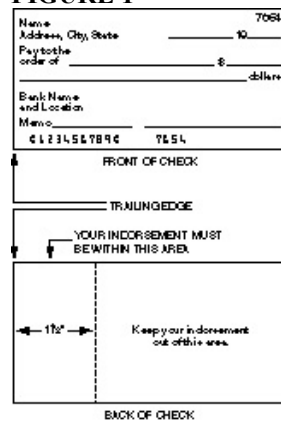
**(3) HOURS:** Alpine will open its office during the hours it finds suitable and convenient. Deposits received by Alpine after 3:00 p.m. (EST) or when Alpine is closed for business will be considered received on the following business day.

**(4) ENDORSEMENTS:** Alpine may, but is not obligated to, endorse any deposit item for you. As a paying bank and as a bank of first deposit, Alpine is required to place its endorsement stamp in prescribed positions on the back of a check. You assume all responsibility and liability for any loss that Alpine may suffer as a result of placing your endorsement on the back of the check in such a manner that obscures other endorsements, or from any delay in the forward processing and/or return processing of the check which may result. You should only place an endorsement on the back of a check in the area from 0.0 to 1.5 inches from the trailing edge of the check. The trailing edge of the check is the left side of the check looking at it from the front. Please refer to Figure 1 below.

When you endorse a check, you must:

- (a) clearly sign your name;
- (b) use black or dark blue ink if possible
- (c) never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
- (d) sign near the top of the space provided, or just below any other signature in that space;
- (e) stay out of the area below the space for endorsers; most check forms have a line separating the endorsement area; and
- (f) keep any stamp within the area set aside for handwritten signatures.

**FIGURE 1**



Alpine retains the right to refuse a check for deposit if Alpine determines that the back of the check is unreasonably obscured.



## ACCOUNT AGREEMENT AND DISCLOSURES

In addition, Alpine will accept checks containing two endorsements for deposit provided that the deposit is made in person at Alpine by you, subject to the approval of an authorized Alpine representative.

**(5) AVAILABILITY OF FUNDS DEPOSITED AT ALPINE:** Alpine's policy, pursuant to Regulation CC, 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.

### **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 3:00 p.m. on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

### **Same-Day Availability**

Funds from the following types of deposits are available on the day Alpine receives the deposit for the purpose of paying checks you have written:

- (1) Wire transfers and electronic direct deposits to your account, including pre-authorized credits, such as Social Security benefits and payroll payments;
- (2) Checks drawn on Alpine;
- (3) Cash (available for cash withdrawal if processed on that day).

### **Next-Day Availability**

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

- (1) Cash, checks drawn on Alpine, wire transfers, and electronic direct deposits to your account, including preauthorized credits, not given same day availability;
- (2) U.S. Treasury checks that are payable to you and deposited into your account;

If you make the deposit in person to one of our employees with a special deposit slip that is available at Alpine, funds from the following deposits are also available on the first business day after the day of your deposit:

- (3) Federal Reserve Bank, Federal Home Loan Bank checks and U.S. Postal money orders that are payable to you and deposited into your account;
- (4) State and local government checks that are payable to you;
- (5) Cashier's, certified, and teller's checks that 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 your deposit is received by Alpine.

### **Other Check Deposits**

Our policy is to make funds from other checks available as follows:

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available to pay checks you have written to others and an additional \$450 will be available for cash withdrawals on the second business day after the day of your deposit. On the next business day, the remainder is available for cash withdrawals.

For example, if you deposit a check of \$1000 on a Monday, \$225 of the deposit will be available on Tuesday. \$775 will be available on Wednesday to pay checks to others drawn on your account and \$675 will be available for cash withdrawals. On Thursday, the remainder will be available for cash withdrawals.

### Longer Delays May Apply

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

- (1) We believe a check you deposit will not be paid;
- (2) You deposit checks totaling more than \$5,525 on any one day;
- (3) You redeposit a check that has been returned unpaid;
- (4) You have overdrawn your account repeatedly in the prior six (6) months;
- (5) There is an emergency, such as failure of communications or computer equipment.

Alpine will notify you if we delay your ability to withdraw funds for any of the above reasons, and will tell you when the funds will be available. They will generally be available no later than five (5) business days after the day of your deposit.

If you are a new customer, the following special rules generally will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 from a deposit of checks described in the Next-Day Availability section above and traveler's checks will be available on the first business day after the day of your deposit, and the excess over \$5,525 will be available no later than the sixth business day after the day of your deposit. Funds from deposits of checks generally available on the second or third business day after the day of deposit will be available no later than the ninth business day after the day of deposit.

### General Policy

Alpine's policy on availability of funds from checks that you deposit will not affect your obligation to repay Alpine for any check that you deposit that is not paid nor will it affect Alpine's right to charge back to your account, or obtain reimbursement for, any check that is not finally paid for any reason.

**(6) FINAL PAYMENT OF CHECKS, DRAFTS AND OTHER INSTRUMENTS:** Alpine chooses the method of obtaining final payment on your deposited items and may use other banks in the process. Alpine is not responsible for actions taken by other banks, nor for the loss or destruction of any items in the possession of other banks or in transit. Any bank may refuse to honor a deposit or may honor one refused by another bank. Alpine is not responsible for any act or failure to act that is reasonable under the laws, rules, regulations, or practices listed above. Any item not finally paid (*i.e.*, returned unpaid) will be deducted from your account.

**(7) CHECKS DRAWN ON ALPINE:** Your account may be debited on the day an item is presented to Alpine or at such earlier time as notification is received by us by electronic or other means that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

**(8) RECEIPT OF AUTOMATED CLEARING HOUSE ENTRIES:** All Automated Clearing House ("ACH") credits and debits received for your account will be received by Alpine subject to the rules of the National Automated Clearing House Association (NACHA) and any other applicable ACH rules (collectively, "ACH Rules"). You agree to be bound by the ACH Rules. Any credit made by Alpine to your account for an ACH transaction shall be provisional until Alpine receives final payment. If Alpine does not receive final payment for any reason, Alpine may charge back the amount to your account or obtain a refund from you. Unless we otherwise agree in writing, Alpine shall not notify you of its receipt of ACH transactions, of any provisional credit to your account for any ACH transaction(s), or of any charge back to your account if Alpine does not get finally paid for any reason for any ACH transaction(s).

## ACCOUNT AGREEMENT AND DISCLOSURES

**(9) CLAIMS AGAINST ALPINE:** If Alpine receives notice concerning any claim of forged endorsement or alteration of any check that you deposited or cashed, or other item presented by you, Alpine shall make a good faith determination as to whether or not your account should be charged back for the amount of such item. Alpine may exchange information with third parties in connection with any claim of forged endorsement or alteration on any check that you deposited or cashed, or other item presented by you.

**(10) INSUFFICIENT BALANCES:** You must maintain a sufficient available balance in your account to cover any items drawn on your account or that you issue. For the purposes of this paragraph, an “*item*” shall include any check, written order, or electronic transaction. If an item is presented to Alpine for payment at the time when there are insufficient funds available in your account to satisfy such item, Alpine may, in its sole discretion, pay the item or refuse payment and return the item as unpaid. If Alpine pays the item, you will be responsible for it.

In the event that multiple items are presented to your account for payment at a time when there are insufficient funds available in your account to cover all of them, Alpine may, in its sole discretion, choose to pay some or all of these items. Should the Bank choose to pay only some of the items and return the others unpaid, Alpine will pay the smallest items first. You will be responsible for those items that Alpine pays regardless of whether sufficient funds were available in your account at the time we paid the item(s). Refer to the Schedule of Service Charges for fee information.

**(11) ACCEPTABLE FORM OF CHECKS:** Alpine may return unpaid any check not drawn on a form authorized by Alpine or Alpine may assess an additional fee for processing such checks. Refer to the Schedule of Service Charges for fee information.

**(12) WITHDRAWAL LIMITATIONS:** Alpine may refuse to allow a withdrawal from any account in certain cases as follows:

1. There is a dispute about your account (unless a court has ordered Alpine to allow the withdrawal);
2. Sufficient funds are not yet available;
3. Alpine has been served with legal documents or court orders (including, without limitation, a garnishment, attachment, levy, execution, or restraining notice) which freezes your account or otherwise bars Alpine from permitting the withdrawal;
4. Technical or other equipment issues prevent Alpine from determining the available funds;
5. If Alpine has exercised its right to require notice of an intended withdrawal as discussed herein;
6. Your account is being used as collateral to secure a debt;
7. The Bank suspects possible fraud or irregularity;
8. A person whom Alpine believes, as Alpine may determine in good faith, is authorized to act for the depositor, directs Alpine not to make the payment;
9. The signatures on the check, or other withdrawal request, do not compare favorably with the specimen signature(s) for your account in Alpine’s records;
10. Any required documentation has not been presented or is incomplete; or
11. You fail to repay a loan from Alpine on time.

You will be advised of the reasons for refusal if such action is taken.

**(13) POSTDATED CHECKS:** You must not date a check for a future date. If you do, and the check is presented for certification or payment before its date, Alpine may, in its sole discretion, refuse to honor the check and return it unpaid. Alpine will not be responsible for paying or certifying any post-dated checks and may charge a fee to your account. Alpine shall not be liable for dishonoring and returning as unpaid any other checks drawn, accepted, or made by you as a consequence of Alpine having certified or paid a post-dated check. Refer to the Schedule of Service Charges for fee information.

## ACCOUNT AGREEMENT AND DISCLOSURES

**(14) CONDITIONAL CHECKS:** You shall not put a condition on any check. If you do and the item is presented to Alpine for payment, Alpine may, in its sole discretion, elect to honor the check or to return it as unpaid, whether or not the condition placed by you on the check was met. Refer to the Schedule of Service Charges for fee information.

**(15) CASHING OF ITEMS:** In the event that Alpine does cash an item and such item is returned unpaid, Alpine is authorized to debit such amount from any account held by you at Alpine, whether you hold such account individually or jointly with any another person. Refer to the Schedule of Service Charges for fee information.

**(16) LIEN AND SET OFF:** Alpine shall have a continuing lien on any personal property in Alpine's possession and your accounts for the amount of any and all of your liabilities and obligations to Alpine, whether now existing or incurred in the future. In addition, Alpine may set-off against your account(s) any liabilities and obligations owed to Alpine, even if unmatured or contingent. Alpine shall notify you of the set-off, together with the reasons for the set-off, prior to or on the same business day Alpine exercises its right of set-off against the funds in your account(s). Notwithstanding anything to the contrary in the foregoing, Alpine will not assert, claim or exercise any right of set off against any deposit account(s) into which any social security or supplemental security income payment(s) are deposited pursuant to an agreement with Alpine which provides that such payments be deposited directly into such deposit account without presentation to you at the time of deposit.

**(17) JOINT ACCOUNTS:** A joint account (an account opened by two or more persons) creates a joint tenancy with right of survivorship. Alpine reserves the right to open a joint account for more than two persons provided, however, that the provisions of this section shall apply equally to each of the joint tenants or account owners. Any of the joint account owners can control the account as if it were his or her own. All deposits and any additions or accruals thereto shall become the property of each account owner as joint tenants. Alpine may, at its option, honor checks drawn by, or other withdrawal requests received from, any account owner and otherwise release part or all of the account balance to any account owner. In addition, Alpine may accept instructions regarding the account from any account owner without liability to any other joint tenant.

If Alpine receives legal process against any account owner individually, it may be required to remit all of the funds held in the joint account to a third party judgment creditor. Alpine is authorized by each account owner to debit your joint account for up to the full balance in the account to satisfy any debt (including, without limitation, an overdraft on any other account) owed to Alpine or third party judgment creditor by any account owner, even if only one of you is liable for the debt.

Upon the death of any account owner, the account will belong to the surviving account owners. In such event, Alpine may at its option, honor checks or other withdrawal requests from any survivor. However, Alpine may require the survivor to produce certain legal documents prior to releasing the funds on deposit.

If any account owner provides Alpine with a signed written request not to pay or release any funds in the account, Alpine may, at its option, require the written authorization of all other account owners before paying or releasing any funds from the account.

Each account owner authorizes the others to deposit checks payable to any account owner or to multiple account owners jointly to your account with or without an endorsement from the joint owner whose name appears on the check. If a deposited item is returned unpaid, each of you is liable to Alpine for the full amount regardless of who deposited or cashed the item. Each joint owner agrees to reimburse Alpine for any overdrafts regardless of whether the joint owner caused or benefited from the overdraft. Refer to the Schedule of Service Charges for fee information.

**(18) CONVENIENCE ACCOUNTS:** An account opened by a depositor ("owner") and another person, and in form to be paid or delivered to either "for the convenience" of the owner, is a convenience account and does not create a joint tenancy with a right of survivorship as between the owner and the other person ("convenience tenant"). Alpine reserves the right to open a convenience account for more than two persons, provided, however, that the provisions of

## ACCOUNT AGREEMENT AND DISCLOSURES

this section shall apply to equally to each of the convenience tenants.. Any deposits and any additions or accruals thereto, are solely the property of the owner and not of the convenience tenant. Alpine may, at its option, honor checks drawn by, or other withdrawal requests received from, either the owner or any convenience tenant during the lifetime of the owner. Alpine may accept instructions regarding the account from the owner, and will not treat the account as the property of the convenience tenant(s) following the death of the owner. Alpine is not responsible to ensure that checks drawn or withdrawals made by any convenience tenant are used for the benefit of the owner.

If Alpine receives legal process against the owner of the convenience account (but not the convenience tenant(s)), it may be required to remit all of the funds held in the convenience account to a third party judgment creditor. Alpine is authorized by the owner to charge the convenience account to satisfy any debt (including an overdraft on any other account) owed to Alpine or third party judgment creditor by the owner of the convenience account.

Upon the death of the owner, the account will belong to the deceased owner's estate, not to the convenience tenant(s) on the account. In such event, prior to receipt by Alpine of written notice of the death of the owner and for such reasonable period thereafter, Alpine may, at its option, honor checks or other withdrawal requests from the convenience tenant(s). Additionally, upon the death of the owner and prior to service upon Alpine of process from a court of competent jurisdiction prohibiting payment, and for such reasonable period thereafter as shall enable Alpine to comply, Alpine may make payment to the executor, administrator, or voluntary administrator of the deceased owner's estate.

Unless Alpine receives written notice signed by the owner not to pay or deliver any convenience deposit, or addition or accrual thereon, Alpine shall not be liable to the owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, the convenience tenant(s). If the owner provides Alpine with a signed written request not to pay or release any funds in the account, Alpine may, at its option, require the written authorization of the owner before paying or releasing any funds from the account. Only the owner may close the convenience account during the lifetime of the owner.

**(19) TOTTEN TRUST ACCOUNTS:** If you open an account in your name payable on your death to another person or in trust for another person (such other person, the "beneficiary") without presenting formal trust papers, you may make deposits, withdrawals, or close the account at your discretion. After your death, New York State law will determine who may claim the funds on deposit. Your social security number must be used for income tax reporting purposes. Alpine may require certain legal documents before releasing funds on deposit.

**(20) UNIFORM TRANSFERS TO MINORS ACT:** If you open an account for a minor under the New York Uniform Transfers to Minors Act, although you, as custodian, control the account, the designated minor is the owner of the funds in the account. The social security number of the minor is to be used for income tax reporting.

- A custodian account under the Uniform Transfer to Minors Act (UTMA) may be opened by any adult donor who wants to make an irrevocable gift of money to a minor (any person who has not attained the age of 18 years). Control over the account is given to an individual custodian who may also be the donor; however, the account is owned by the minor. The custodian may select the age (any time after the minor's 18<sup>th</sup> birthday but not later than the minor's 21<sup>st</sup> birthday) at which the minor will receive the funds on deposit. Unless otherwise indicated on the account records, for this purpose, the law deems 21 years of age to be the age of majority. The custodian is empowered to hold, invest or reinvest such funds as he or she may deem advisable for the support, maintenance and education of the minor.
- Annual Tax statements (on IRS Form 1099) are titled and reported under the minor's Social Security number, and such number must be provided to the Bank and certified by the custodian when the account is opened.
- The account should be turned over by the custodian to the minor when he or she reaches the age designated at account opening (but not later than the minor's 21<sup>st</sup> birthday) or, in the event of the minor's death prior to that age, to the minor's estate.
- A custodian may arrange to have someone take his or her place in the event of resignation, death or legal incapacitation by submitting to Alpine a properly executed and dated Successor Custodian Designation Form.



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If no successor custodian has been designated and the custodian of record resigns, dies, or becomes legally incapacitated, and minor is at least 14 years of age, the minor may choose his or her successor custodian by submitting to Alpine a properly executed and dated Successor Custodian Designation Form. If the minor is under the age of 14, a successor custodian must be appointed by a court.

### (20a) GUARDIAN ACCOUNT

- A guardian is a type of fiduciary with the legal power and duty to manage the property and rights of another person who is considered incapable of handling his or her own affairs, for example, because of age or incapacitation. A minor child's guardian can be a natural guardian (*e.g.*, parent, grandparent) and/or a legal property guardian.
- Natural Guardian: A minor's natural guardian is the person who has custody of the minor and has the duty to provide him or her with financial support, education and shelter. Custody of the minor, however, does not extend to the minor's property; in order to exercise control over the minor's property, the person must first be appointed by a court as the minor's legal property guardian.
- Guardian of the Property: A minor's legal property guardian, or Guardian of the Property, is a person appointed by a court to manage the funds of a minor or other incapacitated person. The court may, for example, order a legally appointed guardian to deposit funds owing to an infant in an Alpine account, pending the minor's reaching majority at age eighteen. The court may further order the guardian to deposit the funds into a specific account for a specific term (*i.e.*, a time deposit account). The funds may be subject to the joint control of the court or a surety bonding agency, and the court order or Letters of Guardianship may direct Alpine to withhold payment beyond a minor's eighteenth birthday.
- The property should be turned over by the guardian to the minor when he or she reaches the age of majority, on the date shown in the Letters of Guardianship or, in the event of the minor's death prior to that age, to the minor's estate.
- The guardian must provide Alpine a certified copy of the Letters of Guardianship when the account is established. The minor's date of birth and Social Security number must also be provided at that time. Annual Tax statements (on IRS Form 1099) are reported and certified under the minor's Social Security number.
- A guardian for an incapacitated adult may be appointed by a court to manage the person and/or property of the ward. The court order establishing the guardianship is the controlling document and empowers the guardian to exercise the powers and authority granted therein. The court order may permit the guardian to open bank accounts on behalf of the incapacitated person. A certified copy of the Commission to Guardian(s) must be provided to Alpine before any guardian accounts may be established. Following the death of the incapacitated person, a court order discharging the Guardian(s) will be required before payment to the deceased ward's estate.
- If the guardian dies or is otherwise unable to perform his or her duties a successor guardian must be appointed by a court.

**(21) STOP PAYMENTS:** Alpine will accept stop payment orders from you provided Alpine has a reasonable opportunity to act on such a stop payment order. Alpine will not be able to stop payment on a check unless you give Alpine the account number, the exact amount and number of the check, the payee, and the date of the check. Oral stop payment orders expire after fourteen (14) days unless confirmed in writing. Written stop payment orders will cease to be effective six (6) months after the date the order is recorded. The stop payment order may be renewed in writing. A stop payment order will not be effective on a check previously certified or paid by Alpine. However, Alpine may, in its sole discretion, stop payment on a certified check or an Alpine official check if the certified or Alpine official check has been lost, stolen, or destroyed, and upon your providing an affidavit of fact and a surety bond or other form of security acceptable to Alpine.

Alpine shall not be liable for failure to effectuate a stop payment order if: 1) you do not provide Alpine with all the information as enumerated above and with a reasonable opportunity to effectuate the stop payment order; 2) Alpine determines as permitted by law not to stop payment on a certified item or an Alpine official check; or 3) the item in question is a post-dated item. Refer to the Schedule of Service Charges for fee information.

## ACCOUNT AGREEMENT AND DISCLOSURES

**(22) SERVICE CHARGES:** Your account, whether active or inactive, may be subject to various service charges. Alpine may deduct service charges from your account without prior notice to you or your further authorization. Alpine reserves the right to amend the Schedule of Service Charges including, without limitation, to change the amount of fees or the services to which such fees apply. The current version of the Schedule of Service Charges, as the same may be amended from time to time, is enclosed and is hereby incorporated and made part of this Agreement. You may also request a copy of the current Schedule of Service Charges from your Alpine representative at any time

**(23) ABANDONED ACCOUNTS:** New York State law require us to turn over personal property in abandoned accounts, referred to as “escheatment.” Your account is considered abandoned if three or more consecutive years have elapsed since the date of last activity by, or we last communicated in writing with, you. We are required to escheat unclaimed or abandoned property to the State of New York in accordance with law. You can prevent escheatment of your property to the State by transacting in your account or by notifying us in writing that you know your Alpine account still exists. After the turnover, New York State holds the funds in trust for the benefit of the rightful claimants, and any claims must be made directly to the State. Your account may be charged for certain expenses incurred by Alpine in complying with the requirements of New York State law relating to escheatment, including, without limitation, remitting your property to the State.

**(24) INDEMNITY:** If you ask Alpine to follow instructions which Alpine believes exposes it to potential liability under the law, Alpine may refuse to follow your instructions, or may require a surety bond or other protection, such as your indemnity, all of which must be approved by Alpine, before we will follow the instructions.

**(25) DUTY TO INSPECT STATEMENTS AND ADVICES:** Alpine may from time to time send or make available advices and statements to you (or hold them pursuant to your instructions) which will contain a record of transactions (including service charges) during that statement period. The statement may include the cancelled checks that have been charged to your account. You must exercise reasonable care and promptness in examining all advices, statements and checks (if included) and notify us in writing of any errors, discrepancies, or irregularities, including, but not limited to, unauthorized or missing drawer’s signatures or alterations, or unauthorized transfers or withdrawals, within thirty (30) days from the time the advice or statement is mailed to you (or made available to you). However, you shall notify Alpine, in writing, that any endorsement was unauthorized, improper, or missing on any item drawn on your account, that any item payable to you was improperly negotiated by Alpine, or that any deposit was not properly credited to your account, within six (6) months from the time the advice or statement is mailed to you (or made available to you). We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. You must notify Alpine of the non-receipt of an expected statement. Alpine will not be responsible for any loss suffered by you if you do not notify Alpine in writing within these stated time periods.

You may not institute any legal proceedings or action against Alpine for any claim which you may have regarding any of your accounts, including, but not limited to, errors, discrepancies, or irregularities unless a) you have given the written notice described above, and b) such legal proceeding or action is commenced within one (1) year after the date when the statement or advice reflecting or omitting the transaction giving rise to the claim was mailed or made available to you.

**(26) BALANCE INFORMATION:** Balances change on a frequent basis. If you ask Alpine the amount of your balance at any given time, there is no assurance that the same balance will be in your account at the time the checks you write are presented for payment. You hereby waive any claims against Alpine based on representations made by Alpine, either orally or in writing, to you or a third party on your behalf, as to the balance in your account at any given time.

**(27) ASSIGNMENTS/POWER OF ATTORNEY:** No account may be transferred or assigned to a third party, except, in some cases CDs may be assigned as collateral. Alpine will recognize the authority of someone to whom

## ACCOUNT AGREEMENT AND DISCLOSURES

you have given power of attorney with regard to any of your accounts subject to our receipt of documentation satisfactory to and approved by us. Any revocation of a power of attorney must be given to Alpine in writing.

**(28) LOANS:** You may not use your account(s) to secure any loans made to you absent our prior written consent, which we may withhold for any reason or no reason..

**(29) FDIC INSURANCE:** Alpine is a member of the Federal Deposit Insurance Corporation (FDIC), an independent agency of the United States Government that protects the funds depositors place in banks and savings associations. Each depositor's accounts at Alpine are covered by FDIC insurance. FDIC insurance covers all deposit accounts, including checking and savings accounts, money market deposit accounts, and certificates of deposit, up to certain limits. FDIC insurance does not cover other financial products and services that banks may offer, such as stocks, bonds, mutual fund shares, life insurance policies, annuities or securities.

The standard FDIC insurance amount is limited to \$250,000 per depositor, per insured bank, for each account ownership category.

The FDIC provides separate coverage for deposits held in different ownership categories. Depositors may qualify for more coverage if they have funds in different ownership categories and all FDIC requirements are met. For more information regarding coverage, ownership categories, and requirements, please visit [www.fdic.gov/deposit/deposits](http://www.fdic.gov/deposit/deposits).

**(30) TERMINATION OF ACCOUNT:** You or Alpine may close your account at any time and you will receive any available balance in your account, less and amounts due and owing to us. CD's that are terminated prior to maturity will incur a penalty as described herein. Any checks presented after your account is closed will be returned unpaid. After your account is closed, Alpine may exchange information about your account with others.

**(31) EXCHANGE OF INFORMATION:** You authorize Alpine to exchange information about you and any and all accounts you maintain with any affiliate of Alpine. We will disclose information to third parties about your account when it is necessary to complete a transaction, in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, in order to comply with legal process, or if you have given us your written permission.

**(32) WAIVERS:** Alpine may waive any provision or requirement of this Agreement, but such waiver will apply only on that occasion. All waivers must be in writing and signed by an authorized Alpine officer to be valid.

**(33) WAIVER OF JURY TRIAL:** Both you and Alpine hereby agree to waive all right to trial by jury in any action, proceeding or counterclaim, of whatever type or nature, including actions in contract or tort, arising out of this agreement, any account you have at Alpine, or the relationship established by this Agreement.

**(34) DISPUTES:** In the event of a dispute regarding your account(s), you and Alpine will try to resolve such dispute by looking to this Agreement. This Agreement may only be modified if in writing and signed by Alpine. Oral statements by officers or employees of Alpine will not modify this Agreement.

**(35) SEVERABILITY:** If any provision of this Agreement is held to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

**(36) LIABILITY:** You agree that: (i) Alpine shall not be liable for any damages unless such damages are the direct result of Alpine's gross negligence or willful misconduct; and (ii) Alpine shall not be liable for indirect, special, or consequential damages regardless of the form of action and even if Alpine has been advised of the possibility of such damages.



## ACCOUNT AGREEMENT AND DISCLOSURES

In the event of Alpine's: (i) Failure to stop payment on an item; or (ii) Payment of an item bearing an unauthorized signature, forged drawer's signature, forged endorsement or alteration, then, in either case (i) and (ii), Alpine's liability, IF ANY, shall be limited to the face amount of the item.

**(37) JURISDICTION AND VENUE:** Any action against Alpine arising from or relating to your accounts or services provided by Alpine must be brought by you in state or federal courts located in the County and State of New York. In addition, you hereby consent to the jurisdiction and venue of the state and federal courts located within the State of New York, County of New York, for the adjudication of all claims made by Alpine against you arising from or relating to your account or the services provided by Alpine.

**(38) AMENDMENTS:** Alpine may amend this Agreement at any time. Except for changes in the law which must be implemented immediately, notice of change will be posted in our office for at least ten (10) days informing you of any changes, or a notice may be sent to you by ordinary mail and shall be effective immediately, unless otherwise required by law.