

WELCOME TO NORTHWEST.

Important information and business account changes as Jersey Shore State Bank and Luzerne Bank become Northwest Bank.







WITH YOU EVERY STEP OF THE WAY.

We look forward to welcoming you and your business to Northwest Bank.

JSSB and Luzerne Bank are merging with and into Northwest Bank on July 25, 2025. We are very pleased to welcome you, along with the JSSB and Luzerne Bank employees and branch locations, to Northwest Bank when the conversion is completed on Monday, July 28, 2025.

As a valued member of the Northwest Bank family, you will continue to receive the personal, high-quality service you have come to expect from JSSB and Luzerne Bank — with access to even more banking solutions, capabilities and expertise.

In our new financial centers, you will be pleased to find the same friendly, knowledgeable JSSB and Luzerne Bank team members who have served you in the past.

Our JSSB, Luzerne Bank and Northwest Bank teams have been working together to plan a smooth transition for you.

To walk you through the changes, we prepared this guide, which includes important information about the terms and features of your accounts and steps you need to take to ensure a seamless banking experience.

We are here to help. If you have any questions, please call us at 1-877-672-5678, weekdays from 8 a.m. to 8 p.m. and Saturdays from 9 a.m. to 1 p.m.

We appreciate your patience as we proceed through the conversion, and look forward to working with you in the future to earn your loyalty and trust.

Sincerely,

Louis J. Torchio
President and CEO
Northwest Bank

Richard A. Grafmyre
Chief Executive Officer
Penns Woods Bancorp, Inc.

YOUR GUIDE TO WHAT'S INSIDE

We're happy to welcome you and your business to our growing family of customers. This guide is an important first step in our relationship. Please use this information as a reference during the conversion process. On the following pages, you'll find details about how your accounts and services will transition to Northwest Bank. You'll also discover many great new benefits as a Northwest Bank customer.

Answers to Common Questions	5
Important Dates and Details	7
Business Banking	8
• Account Features, Terms and Conditions.....	8
• Business and Nonprofit Checking Accounts.....	11
• Business Money Market Accounts.....	11
• Business Savings Accounts.....	11
• Certificates of Deposit (CDs).....	14
• Night Deposit.....	14
• Wire Transfers.....	15
• Safe Deposit Boxes.....	15
• Business Credit Cards.....	16
• ATM Network.....	16
• Business Debit Cards.....	17
• Business Online and Mobile Banking and Bill Pay.....	18
• Commercial Loans.....	20
• Treasury Management (Cash Management).....	22
Account Disclosures and Fee Schedules	24



Have questions? Our dedicated team is here to make it easy. Please call 1-877-672-5678, weekdays, 8 a.m. to 8 p.m., and Saturdays, 9 a.m. to 1 p.m. All times in this book are Eastern Standard Time (EST).

 ← **Look for this symbol throughout this guide for changes that may require action.**

ANSWERS TO COMMON QUESTIONS

ACCOUNT INFORMATION

When will I become a Northwest Bank customer?

You'll become a Northwest Bank customer on Monday, July 28, 2025. At that time, JSSB and Luzerne Bank branch locations will also become Northwest Bank financial centers.

Will my account number(s) change?

In most cases, your account number(s) will stay the same.

A small number of customers will receive new account numbers. You will receive a letter in the mail the week of July 28 if your account is impacted.

! Will my routing number change?

To make your transition easier, we will continue to honor the JSSB and Luzerne Bank routing numbers. If you decide to order **new** checks or set up a **new** direct deposit or automatic payment after conversion, please use the Northwest Bank routing number, 243374218.

! Can I continue to use my JSSB or Luzerne Bank debit card?

Customers will begin receiving new debit cards beginning the week of July 14.

You can activate your card right away and keep it to use after the merger is completed.

Your Northwest Bank card will not work until Monday, July 28 — continue using your JSSB or Luzerne Bank debit card through Sunday, July 27.

Can I continue to use my JSSB or Luzerne Bank checks?

Yes, you can continue using your existing supply of checks for checking, money market and line of credit accounts.

Will my direct deposits and automatic payments using my account and routing numbers continue after the merger?

Yes, direct deposits into your account and automatic payments using your account and routing numbers will continue as usual.

Visit northwest.com/welcome or scan this code for conversion updates.



← Look for this symbol throughout this guide for changes that may require action.

ANSWERS TO COMMON QUESTIONS

GENERAL QUESTIONS

Who should I contact with questions?

Call the Northwest Bank Contact Center at 1-877-672-5678, weekdays from 8 a.m. to 8 p.m. and Saturdays from 9 a.m. to 1 p.m. Over the weekend of July 25, Northwest Bank's Contact Center will be open during special hours — Saturday, July 26 from 8 a.m. to 4 p.m. and Sunday, July 27 from 8 a.m. to 5 p.m.

If you prefer, you can also contact any JSSB or Luzerne Bank branch location. Please refer to the back cover for a list of JSSB and Luzerne Bank office addresses and telephone numbers. Please note, these locations will be closed the weekend of July 25.

Will branch hours remain the same?

In most cases, branch hours will remain the same.

Branch hours will change for the branches located in Bellefonte, Centre Hall, Lock Haven and State College. If you bank at one of these locations, you can find these updated hours at the branch or northwest.com/locations beginning July 28.

Will the JSSB and Luzerne Bank branch staff remain with Northwest Bank?

Yes. The same friendly, professional bankers who currently serve you as JSSB and Luzerne Bank employees will continue to assist you as members of the Northwest Bank team.

Will Northwest Bank provide my 2025 tax forms for interest earned and paid?

Yes. Northwest Bank will provide tax forms for all of 2025.

Does Northwest Bank have an arbitration agreement for deposit accounts?

Yes. See page 32 for details.

About Northwest Bank

Founded in 1896 in Bradford, Pennsylvania, Northwest Bancshares, Inc., the holding company for Northwest Bank, is now headquartered in Columbus, Ohio. Northwest Bank is a full-service financial institution offering a complete line of business and consumer banking products, as well as employee benefits and wealth management services. Beginning July 28, Northwest Bank will operate 151 full-service financial centers and 8 free-standing drive-up facilities in Pennsylvania, New York, Ohio and Indiana. Learn more at northwest.com.

Have more questions? Keep going — we answer more product-specific questions and provide important account disclosures in the following pages.



← **Look for this symbol throughout this guide for changes that may require action.**

IMPORTANT DATES & DETAILS



REVIEW CONTACT INFORMATION

As soon as possible

To be sure we have your correct address, email and phone number(s), visit any JSSB or Luzerne Bank branch or call 1-888-412-5772 (JSSB) or 1-800-447-9464 (Luzerne Bank).

ATMs

July 9 – 27

ATMs at JSSB and Luzerne Bank branch locations will become Northwest ATMs. During this time, you can use your JSSB or Luzerne Bank debit card to make surcharge-free cash withdrawals, transfers and balance inquiries from these ATMs, but you will not be able to make deposits until July 28 when you begin using your Northwest debit card. To make a deposit, visit any JSSB or Luzerne Bank location during operating hours or use mobile deposit.

DEBIT CARDS

Week of July 14

Customers will begin receiving new debit cards beginning the week of July 14. Activate them right away by calling 1-800-992-3808 and keep until ready for use on Monday, July 28. Continue using your JSSB or Luzerne Bank debit card until that time.

CONVERSION WEEKEND ACCOUNT ACCESS

Friday, July 25 – Sunday, July 27

- **Branch Locations:** We will close at 2 p.m. July 25 and remain closed all weekend.
- **Online and Mobile Banking:** JSSB and Luzerne Bank access ends at 5 p.m. July 25. Bill Pay access ends at 4 p.m.
- **Debit Cards:** Continue using your JSSB or Luzerne Bank debit card until 8 a.m. July 28. Over the weekend, your Available Balance will be your account balance as of 5 p.m. Friday, July 25. We recommend carrying other payment methods, like cash or credit cards, while you're converting over to Northwest.
- **Checks:** Continue using your JSSB or Luzerne Bank checks.

ACCESSING YOUR ACCOUNTS AS A NORTHWEST CUSTOMER

Beginning Monday, July 28 at 8:30 a.m.

- **Branch Locations:** Will open as Northwest Bank.
- **Online and Mobile Banking:** Log in from northwest.com or download our app. See page 18.
- **Debit Cards:** Begin using your Northwest debit card and add it to your digital wallet.
- **Checks:** Continue using your JSSB or Luzerne Bank checks.
- **ATMs:** Northwest ATMs are fully available to you — you can make withdrawals, deposit cash or checks, check balances and more.
- **Telephone Banking:** To enroll in Bankline, Northwest's automated telephone banking, please call 1-877-672-5678, Option 4, or visit your local financial center.

BUSINESS BANKING

Here you'll find how your JSSB and Luzerne Bank accounts will transition to Northwest Bank.

BUSINESS CHECKING ACCOUNTS

Business Checking

Commercial, DBA, Sole Proprietor relationships in non-interest-bearing Advantage Checking products, Key Checking products, Easy Checking, WorkLife checking will convert to Business Checking Plus



Business Checking Plus

- No monthly service charge
- No per item fee with activity level up to 300 debits, credits and deposited items, \$0.40 per item over 300 items, **waived through August 2025 statement**
- Includes our Courtesy Overdraft Service*
- \$5 paper statement fee, **waived for all converted JSSB and Luzerne Bank accounts until further notice**
- \$3 foreign ATM fee

Business Interest Checking

Commercial, DBA, Sole Proprietor relationships in interest-bearing Advantage Checking products, Key 55 Checking products will convert to Business Tiered Interest Checking



Business Tiered Interest Checking

- \$10 monthly service charge waived with average daily balance >\$5,000, **waived through August 2025 statement**
- No per item fee with activity level up to 100 combined debits, credits and deposited items, \$0.40 per item over 100 items, **waived through August 2025 statement**
- \$5 paper statement fee, **waived for all converted JSSB and Luzerne Bank accounts until further notice**
- Interest earned depends on average daily account balance:
 - Tier 1 \$0.01 - \$4,999.99
 - Tier 2 \$5,000.00 - \$9,999.99
 - Tier 3 \$10,000.00 - \$24,999.99
 - Tier 4 \$25,000.00 - \$4,999,999.99
 - Tier 5 \$5,000,000.00 and over
- Includes our Courtesy Overdraft Service*
- \$3 foreign ATM fee

IOLTA Super NOW MJ-IOLTA Super NOW



IOLTA

- No monthly service charge
- Northwest currently participates at the Safe Harbor Rate with PA IOLTA accounts

MUNICIPAL ACCOUNTS

All municipal checking relationships will move to...



Municipal Checking

- No monthly service charge
- Interest earned depends on average daily account balance:
 - Tier 1 \$0.01 - \$4,999.99
 - Tier 2 \$5,000.00 - \$74,999.99
 - Tier 3 \$75,000.00 - \$249,999.99
 - Tier 4 \$250,000.00 - \$4,999,999.99
 - Tier 5 \$5,000,000.00 and over

*See additional account information, disclosures and fee schedules beginning on page 24.

See full account disclosures beginning on page 24. All Northwest Bank deposits are insured for the same amount of FDIC insurance as your JSSB and Luzerne Bank deposits. If you have accounts with both JSSB or Luzerne Bank and Northwest Bank as of July 25, 2025, they will separately be insured for six months from July 25, 2025 up to the limits determined by the account ownership and FDIC limits.

Beginning July 28, call 1-877-672-5678 or visit us online at northwest.com for current rates.

NON-PROFIT CHECKING ACCOUNTS

All non-profit checking relationships will move to...



Nonprofit Checking

- No monthly service charge
- \$5,000 average daily balance to earn interest
- Includes our Courtesy Overdraft Service
- \$5 paper statement fee, **waived for all converted JSSB and Luzerne Bank accounts until further notice**
- \$3 foreign ATM fee

SAVINGS ACCOUNTS

Statement Savings

Commercial, DBA, Sole Proprietor relationships in the above products will convert to Business Statement Savings



Business Statement Savings Account

- \$1,500 average daily balance to earn interest
- \$5 monthly service charge if average daily balance <\$1,000, **waived through August 2025 statement**
- Monthly statements
- \$5 paper statement fee, **waived for all converted JSSB and Luzerne Bank accounts until further notice**
- \$3 foreign ATM fee

BUSINESS MONEY MARKET ACCOUNTS

Insured Money Market Anniversary IMM

Commercial, DBA, Sole Proprietor relationships in the above products will convert to Business Money Market Deposit Account



Business Money Market Deposit Account (MMDA)

- \$10 monthly service charge if average daily balance <\$2,500, **waived through August 2025 statement**
- The daily balance method is used to calculate interest:
 - Tier 1 \$0.01 - \$4,999.99
 - Tier 2 \$5,000.00 - \$49,999.99
 - Tier 3 \$50,000.00 - \$99,999.99
 - Tier 4 \$100,000.00 - \$249,999.99
 - Tier 5 \$250,000.00 - \$4,999,999.99
 - Tier 6 \$5,000,000.00 and over
- \$5 paper statement fee, **waived for all converted JSSB and Luzerne Bank accounts until further notice**
- \$3 foreign ATM fee

BUSINESS CERTIFICATES OF DEPOSIT (CD)

Fixed Rate CD



Certificate of Deposit

- Current terms will continue until maturity
- Early withdrawal — if you withdraw principal before maturity, we may impose a penalty.* Some exceptions apply.
- You'll receive a notice prior to maturity with new account terms

33 Month Jump Up CD



Certificate of Deposit

- Customers will be able to change the rate on their Jump Up CD to our currently offered 30 or 36 month CD rate at any time through the current maturity. Upon maturity, CD will automatically roll over into a standard 30 month CD.
- Early withdrawal — if you withdraw principal before maturity, we may impose a penalty.* Some exceptions apply.
- You'll receive a notice prior to maturity with new account terms

*See Northwest's early withdrawal penalty section on page 14.

THE NEXT WAY TO BANK BETTER



Flexible Money Management

Spend time running your business — not running to the bank.

Financing Fit to Your Goals

Starting or growing your business takes capital. Figuring out the best way to get it shouldn't be a full-time job.

A Clearer View of Your Spending

Because it's easy to lose track of where your money is going and how much is spent.

Protecting Your Business

Because your bank should be your biggest defender.

Keep Them Happy and Healthy

Let us help give your team peace of mind with benefits packages and administrative support.

Plan Ahead. Get Ahead.

Investments, retirement plans and succession plans play an enormous role in the health of your business.

BUSINESS CHECKING, NON-PROFIT CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS

ACCOUNT ACTIVITY

When will my deposits be available?

We make deposits available in accordance with our Funds Availability Policy. Please see page 33 for the full disclosure.

How will deposits and withdrawals be processed on my account?

To the extent possible, your account transactions will be posted in the order in which you made them. Deposits will be posted first, followed by debits.

INTEREST RATES

Where can I find the interest rate and Annual Percentage Yield (APY) for interest-bearing accounts?

Beginning Monday, July 28, log in to online banking, contact your local Northwest Bank financial center, visit northwest.com or call 1-877-672-5678, weekdays, 8 a.m. to 8 p.m., and Saturdays, 9 a.m. to 1 p.m., for current rates. Your earned APY will be included on your periodic statement.

ACCOUNT STATEMENT

Will I receive my account statement at the same time of the month?

Soon after the conversion, you'll receive your final statement from JSSB or Luzerne Bank through July 25. After that, your statement period for checking, savings and money market accounts will be month end. If you receive weekly statements, these will continue.

Interest earned through July 27 will be credited to your final JSSB or Luzerne Bank statement. Northwest Bank will begin to accrue interest starting Monday, July 28 and interest will be credited at month end.

Will I receive check images?

All business checking accounts receive check images. Business money market accounts do not receive check images.



How do I continue to receive statements electronically?

Electronic statement preferences for businesses will need to be reestablished beginning Monday, July 28 through Northwest Business Online Banking or Northwest Treasury Pro for advanced Treasury Management customers. See the Online Statement Disclosure on page 34.

MUNICIPAL ACCOUNTS

Will municipal deposits continue to be collateralized above FDIC insurance limits?

All municipal (public entities) deposits in excess of the FDIC maximum limits allowed by law will be collateralized by a FHLB Letter of Credit in compliance with PA Act 72.



← Look for this symbol throughout this guide for changes that may require action.

CHECK REORDERING

Will I need to order new checks?

No. You can continue using your JSSB or Luzerne Bank checks.



Will I receive free or discounted checks?

For accounts that clear over three checks per month, you will receive separate communication after July 28, 2025 with instructions on how to order checks with a discount through Deluxe.[®] If you order checks through a vendor other than Deluxe, be sure to use Northwest Bank as your bank name and our routing number, 243374218.

OVERDRAFT PROTECTION

Please see Northwest Bank's Overdraft Protection Agreement on page 35.

Will my linked checking, savings, money market account or line of credit still be used for overdraft protection?

In most cases, yes. Accounts currently linked as overdraft protection will continue. We will contact you if you have accounts that are not able to convert.

What increments will transfer from my linked account in the event of an overdraft?

We transfer enough funds to bring your Available Balance back to \$0. Please note this may be different than your current overdraft protection setup.



How do I change my overdraft protection?

Visit your local Northwest Bank financial center on or after July 28.

What are the fees for overdraft protection?

There are no annual fees or transfer fee for overdraft protection from a deposit account or line of credit.*

COURTESY OVERDRAFT SERVICE

Will my checking account come with Courtesy Overdraft Service for payment of checks, pre-authorized debits and online bill payments?

All business checking accounts will continue to have courtesy overdraft service unless you are otherwise notified. Please see account disclosures beginning on page 24 for more information.

Will my overdraft coverage of everyday business debit card transactions continue?

Your overdraft coverage will continue unless you are one of the few customers otherwise notified.

Does Northwest Bank allow withdrawals at a teller line or ATM when funds are not available?

No. Funds must be available in the account to perform a withdrawal at a teller line or ATM.



How do I change my overdraft coverage?

Beginning Monday, July 28, visit any Northwest Bank financial center or call 1-877-672-5678, weekdays from 8 a.m. to 8 p.m. and Saturdays from 9 a.m. to 1 p.m.

*Interest charges may apply.



← Look for this symbol throughout this guide for changes that may require action.

ENDORSEMENT STAMP



How do I order a new endorsement stamp?

Visit a Northwest financial center as soon as you can beginning July 28 to order a new endorsement stamp free of charge. Your JSSB or Luzerne Bank endorsement stamp will continue to be accepted through July 24, 2026.



CERTIFICATES OF DEPOSIT (CDs)

ACCOUNT TERMS

Will the Annual Percentage Yield (APY) on my CD stay the same?

Yes. The APY on your account will remain the same through the current term.

When will interest be credited to my CD?

Interest will be credited at the same frequency as received at JSSB and Luzerne Bank. CDs will compound using simple interest calculations.

What is my grace period?

Your grace period will change from 10 days to 7 calendar days. You will receive a maturity notice 30 days in advance of the maturity date.

What are the penalties for early withdrawal?

Penalties for early withdrawal vary depending on the term of the CD.

Early Withdrawal Penalty: In the event of any withdrawal of principal* from the account prior to a maturity date, Northwest may impose a penalty equal to:

- One month of interest if the term of the account is from 7-181 days
- Three months of interest if the term of the account is from 182 days up to, but not including, 12 months
- Six months of interest if the term of the account is from 12 months up to, but not including, 48 months
- 12 months of interest if the term of the account is 48 months or longer

The interest penalty will be imposed on the amount withdrawn at the interest rate being paid on the account, regardless of the length of time the funds withdrawn have remained in the account.

If the funds are withdrawn during a grace period, earnings will be paid thereon at the renewal interest rate to the date of withdrawal without penalty.

Interest credited to the account may be withdrawn without penalty at any time during the term of the certificate in which earned.

What will happen to my CD at its maturity?

You will be notified about your CD maturity 30 days before the maturity date. On the maturity date, your CD will automatically renew at the same term, unless otherwise notified, at which time there is a seven-day grace period to withdraw from, deposit to, close or change the terms of the account with no penalty.

NIGHT DEPOSIT

What if I make an envelope deposit through the night deposit during conversion weekend?

If you make an envelope deposit using night deposit between Friday, July 25 at 1:30 p.m. and Monday, July 28 at 8:30 a.m., it will be credited to your account on Monday, July 28.



← Look for this symbol throughout this guide for changes that may require action.

WIRE TRANSFERS

What should I expect the first time I initiate an outgoing wire request?

If you need to initiate a wire transfer request, please visit any Northwest financial center beginning July 28.

Is there any reason a wire could be delayed or canceled?

If at any time a Northwest employee is not able to communicate with a customer regarding wire instructions or amounts, it is possible a wire could be canceled or delayed. It is important that we have valid telephone numbers and contacts for callback verifications. Wires may also be delayed or canceled if we believe they are fraudulent, or if they're under review by the Office of Foreign Assets Control (OFAC).

As a result of the conversion, wire transfer instructions will change. The following information should be provided for Incoming Wires beginning July 28:

Domestic:

Beneficiary Bank:	Northwest Bank, 100 Liberty Street, Warren, PA 16365
Routing Number:	243374218
Beneficiary:	Your name and complete address
Beneficiary Account Number:	Your Northwest account number

International:

Beneficiary Bank:	Northwest Bank, 100 Liberty Street, Warren, PA 16365
Routing Number:	243374218
SWIFT Code:	NWBIOUS33
Beneficiary:	Your name and complete address
Beneficiary Account Number:	Your Northwest account number

SAFE DEPOSIT BOXES

What will happen to my safe deposit box?

With the exception of State College, all safe deposit boxes will remain in their current location. Access to your safe deposit box will remain the same. If your safe deposit box is in State College, you will receive a separate communication with additional details.

Will I need to sign a new agreement for my safe deposit box?

The next time you access your safe deposit box, a new agreement will be provided for your review and acceptance.

I currently receive a discount on my safe deposit box rental as part of my product offering. Will I continue to receive a discount?

Previously applied discounts will be honored through your current lease expiration. In most cases, discounts will not continue on future renewals.

Safe deposit box products are not FDIC insured.

 ← **Look for this symbol throughout this guide for changes that may require action.**

BUSINESS CREDIT CARDS

Will I be receiving a new credit card from Northwest Bank?

No. Your credit card will remain issued and serviced by Elan and not transition to Northwest. Continue using your existing card until it expires, even after the merger. It will continue working with no interruption of service. You will receive a new card and activation instructions before your existing card expires.

Will my online account access change?

No. Your online account access will not change. You may continue to check statements, get account alerts, set up auto pay and more at myaccountaccess.com. Log in using the same user name and password you've been using. If you haven't yet set up online account access, create a new account by clicking Sign up! and entering your details.

What if I have additional questions or need to report a lost or stolen card?

Please contact Cardmember Service by calling 1-800-558-3424.

If you would like to apply for a Northwest Bank credit card, visit any Northwest Bank financial center. Find them at northwest.com/locations.

The creditor and issuer of these Cards is Elan Financial Services, pursuant to separate licenses from Visa U.S.A. Inc., Mastercard International Incorporated, and American Express. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. American Express is a federally registered service mark of American Express.

ATM NETWORK

Can I still make ATM deposits?

Yes. Beginning Monday, July 28 at 8 a.m., you can make deposits at Northwest deposit-accepting ATMs.

Starting July 9, JSSB and Luzerne Bank ATMs will become Northwest ATMs. You will not be able to make deposits at any Jersey Shore State Bank, Luzerne Bank or Northwest ATM until July 28 when you begin using your Northwest debit card.

Is there a limit on check deposits I make at a Northwest ATM?

Yes. Northwest check deposit limits are \$10,000 per transaction.

How many ATMs does Northwest offer?

With the addition of JSSB and Luzerne Bank, Northwest will operate 191 ATMs, including nine with video teller capabilities, across four states. Plus, Northwest customers have access to more than 55,000 free ATMs worldwide through the Allpoint network. Find them using our locator at northwest.com.



BUSINESS DEBIT CARDS

WEEK OF JULY 14 | New Northwest debit cards begin mailing to customers. Activate your Northwest debit card right away, and keep it until it's ready for use on Monday, July 28. Call 1-800-992-3808 and follow the voice prompts.

MONDAY, JULY 28 | JSSB and Luzerne Bank debit cards deactivate — begin using Northwest cards

Will I need a new debit card?

Yes. Customers will begin receiving new debit cards beginning the week of July 14. You can activate your card right away and keep it to use after the merger is completed.

Your Northwest Bank card will not work until Monday, July 28 — continue using your JSSB or Luzerne Bank debit card through Sunday, July 27.

When should I begin to use my new debit card?

You can begin using your Northwest card on Monday, July 28. Beginning that day, your JSSB or Luzerne Bank card will no longer work.

Will I have debit card access the weekend of July 26 through July 27?

Yes. You may continue to use your JSSB or Luzerne Bank debit card throughout the weekend. Transactions will be authorized based on Available Balances as of 5 p.m. Friday, July 25.

Will my personal identification number (PIN) change?

When you call 1-800-992-3808 to activate your Northwest debit card, you'll need to select a new personal identification number (PIN).

Who do I call if my Northwest debit card is lost or stolen?

Beginning Monday, July 28 at 8 a.m., if your Northwest debit card is lost or stolen, please call 1-877-672-5678. To report a lost or stolen card outside Northwest business hours, please call 1-800-523-4175.

What are my debit card limits?

See page 37 for a list of card transaction limits.

Does Northwest offer debit card management and alerts?

Yes. Beginning Monday, July 28, you will be able to enroll in Northwest debit card management and alerts through Northwest Online and Mobile Banking. Any alerts you have with JSSB or Luzerne Bank will need to be reestablished.

What will happen to recurring payments made with my debit card?

Beginning Monday, July 28, please reestablish payments using your new card information.

Can my new Northwest debit card be enabled for Apple Pay and Google Pay?

Yes. All Northwest debit cards are mobile pay enabled. Beginning Monday, July 28, be sure to update your digital wallet to remove your old JSSB or Luzerne Bank debit card and replace it with your new Northwest debit card.

 ← Look for this symbol throughout this guide for changes that may require action.

BUSINESS ONLINE AND MOBILE BANKING/BILL PAY

FRIDAY, JULY 25 4 P.M. | JSSB and Luzerne Bank Bill Pay access ends

FRIDAY, JULY 25 5 P.M. | JSSB and Luzerne Bank Online and Mobile Banking ends, including your ability to make mobile deposits. You will not have any online and mobile banking access until you are able to log in to Northwest Online and Mobile Banking beginning Monday, July 28.

MONDAY, JULY 28 8 A.M. | Northwest Online and Mobile Banking available to former JSSB and Luzerne Bank customers — log in at northwest.com

IF YOU'RE A CURRENT BUSINESS ONLINE BANKING CUSTOMER:

! Beginning July 28, how do I log into Northwest Online and Mobile Banking?

- Download the Northwest Bank mobile app or log in from northwest.com. Look for this icon in the app store: 
- Enter the same user ID* and password you've been using at JSSB or Luzerne Bank. You will be asked to establish a new password.
- Choose how you'd like to receive a confirmation code — text or recorded voice.
- After you log in, review your account balances and transactions.
- See an issue? Call us at 1-877-672-5678, weekdays from 8 a.m. to 8 p.m. and Saturdays from 9 a.m. to 1 p.m.

The following will be converted:

- User ID*
- Accounts
- Account nicknames
- Bill Pay preferences – including payees, recurring models, future-dated single payments and 12 months of payment history
- External accounts
- Recurring internal transfers

! The following will not be converted:

Beginning July 28, action is required to maintain these features:

- eStatements preferences
- Bill Pay sub-users
- **Alerts and Debit Card Controls:** To set your alerts, which can remind you of important dates, notify you of certain transactions and more, click on “Preferences” and then “Alerts” in online banking. Debit card alerts and controls can be set up under “Manage Cards.”
- **Recurring External Transfers:** Set up transfers between external accounts and your Northwest account from the “Transactions” tab in online banking.

For Northwest Online and Mobile Banking user guides and details, visit northwest.com or scan this code



*If your user ID is the same as another Northwest customer, you'll receive a letter with a temporary user ID and instructions for choosing a new, permanent user ID.

! ← **Look for this symbol throughout this guide for changes that may require action.**

! IF YOU'RE NOT A BUSINESS ONLINE BANKING CUSTOMER:

Beginning Monday, July 28 at 8 a.m., complete the Northwest Online and Mobile Banking enrollment process the first time you log in. Please be aware, you will need your deposit or loan account number and basic personal information to enroll. Once you complete these few quick steps, you'll be on your way to banking everywhere you go.

- Visit northwest.com.
- Click Log In.
- Click Enroll Personal.
- Fill out the form and click Submit. Note: *The details you provide are verified by comparing them to your contact information in our system. If the information does not match, call us at 1-877-672-5678 to update your profile.*
- Choose how you'd like to receive a confirmation code — text or recorded voice.
- Enter the confirmation code and click Submit.
- Create a user ID and password, then click Register.
- Click Continue.
- Select and answer your security questions.
- Review your security questions and answers, and click Submit.
- Congratulations, you have successfully logged in to Online Banking.

Are there any mobile deposit limitations?

- \$5,000 single deposit limit
- \$5,000 deposit limit per business day
- \$20,000 deposit limit per 20 business days



COMMERCIAL LOANS

IMPORTANT NOTE | Loan balances will transfer to Northwest as of July 28. Make future payments to Northwest following instructions on these pages.

Will my loan account number change?

In most cases, your account number(s) will stay the same. You will receive a letter in the mail if your account number is changing.

Will my loan terms change?

- Loans will have a 16-day grace period before any late fees are assessed.
- The payment posting priorities may change on your loan. Payments received will be applied to charges, fees and expenses (including attorney fees), escrow, accrued interest and principal in any order the lender may choose.

Will I continue to receive a monthly statement or billing notice?

Yes. You will receive a monthly statement or billing notice for each account.

Can I still use my line of credit as overdraft protection?

Yes. For more details about overdraft protection, see page 12.

Do Guarantors on loans receive past due notices?

Yes. Northwest Bank sends past due notices to guarantors.



Will there be a change in how I make my loan payments?

If you:

- **Pay your loan by automatic transfer from a converting JSSB or Luzerne Bank deposit account**, this service will continue without interruption. We will attempt automatic transfers for eight days on monthly payments and four days on weekly, bi-weekly or semi-monthly payments. If there are still not enough funds in your deposit account to cover your scheduled payment, a manual payment will be required.
- **Make payments by mail**, update mailing address to: Northwest Bank, PO Box 3000, Warren, PA 16365.
- **Use bill pay through another financial institution**, be sure to update your bill payer with your new Northwest loan number and payment address: Northwest Bank, PO Box 3000, Warren, PA 16365.
- **Pay using Biller Direct**, this service will be discontinued. Beginning July 28, set up loan payments through Northwest Online Banking or any other option listed on this page.

You can also:

- Use the “Pay Northwest Loans” option located under “Transactions” in Northwest Online Banking.
- Use Bankline, our 24/7 automated telephone banking system, 1-877-672-5678.
- Visit any Northwest financial center.

Will there be any changes to my escrow account?

All fixed-rate commercial loan customers who currently escrow will receive a short-year statement in August 2025. The annual escrow analysis for fixed-rate loans will change from your current analysis date to December each year and will analyze every 12 months thereafter. Customers with adjustable-rate commercial loans will not see a change to their escrow date. Shortages, deficiencies and surpluses may be handled differently than your loan with JSSB or Luzerne Bank. When received, your analysis will explain how each of these are handled.



← Look for this symbol throughout this guide for changes that may require action.



Biller Direct will be discontinued. Northwest Online Banking provides a simple, convenient alternative to Biller Direct. See page 19 for instructions on how to sign up beginning July 28.



Will there be any other differences in how my loan is serviced?

You will need to change addresses with your insurance company(ies) as follows:

- **Commercial Hazard, Flood, Auto and Liability** Northwest Bank
Its Successors and/or Assigns
PO Box 39545
Solon, OH 44139-0545

In the event your hazard, flood or vehicle insurance lapses, Northwest will obtain insurance on your behalf and your account will be charged.



← Look for this symbol throughout this guide for changes that may require action.

TREASURY MANAGEMENT (CASH MANAGEMENT)

If you are a current JSSB or Luzerne Bank business customer using cash management services, below you will find details about how they will convert to Northwest Treasury Management solutions. If you would like to speak with someone about this conversion, our Treasury Management Support team is available at 1-866-892-9193, weekdays from 8 a.m. to 5 p.m.



Please watch your mail and email for additional communications about these services. These communications contain important information, codes and passwords that are needed to login to your accounts. Be sure to store this information in a safe place until you need it beginning July 28.

REMOTE DEPOSIT CAPTURE (EXPRESS DEPOSIT)

- No changes will be made to your current daily deposit limits.
- Deposits submitted and approved before 9 p.m. Mondays – Fridays (excluding holidays) are available the next business day.
- Current JSSB or Luzerne Bank Remote Deposit Capture fees will remain the same.
- You will receive a new login and password before your accounts become Northwest accounts on July 28.

MERCHANT SERVICES

- Current Merchant Services customers will continue to process with Security Card Services.
- Any questions regarding your Security Card Services contract should be directed to your Security Card Services representative.
- Merchant deposits currently credited to your JSSB or Luzerne Bank account will continue to be credited to your new Northwest Bank account.

TREASURY SERVICES AGREEMENT

- Northwest Bank will provide an updated Treasury Services Agreement by email.

SWEEP SERVICES

- Line of Credit Sweep and Zero Balance Accounts (ZBA) will convert to similar Northwest sweep products and fees will remain the same.



← **Look for this symbol throughout this guide for changes that may require action.**

TREASURY PRO — ENHANCED ONLINE BANKING FOR BUSINESS AND COMMERCIAL CUSTOMERS

ACH and wire customers will have access to Northwest Treasury Pro beginning Monday, July 28. Treasury Pro offers everything you need to manage ACH, wire payments, Positive Pay and all your treasury management (cash management) services, including enhanced reporting and customized user entitlements.

ACH SERVICES

- Beginning July 28, current file upload customers may need to change their file format if balanced.
- Payee information automatically transfers to Northwest Treasury Pro at conversion.
- Files may be sent to Northwest until 6 p.m. Mondays – Fridays (excluding holidays).
- Northwest uses a secure browser as an additional level of security.

REPORTING SERVICES

- Electronic Data Interchange (EDI) will continue.

POSITIVE PAY SERVICES

- Check and ACH Positive Pay will continue.
- Decisions must be entered into Treasury Pro before 3 p.m. Mondays – Fridays (excluding holidays).
- Exception items not decided by 3 p.m. will be based upon default decision selected by customer during onboarding.
- Northwest will provide you with the required file specifications prior to conversion.

WIRE SERVICES

- Business customers set up for online wires will be able to originate wires using Treasury Pro.
- Customers will be able to originate both domestic and international wires until 6 p.m. Mondays – Fridays.
- FX wires can be originated until 4:30 p.m. Mondays – Fridays.

BILL PAY

- Bill Pay preferences, including payees, recurring models and future-dated single payments, will convert to Treasury Pro.
- 12 months of payment history will convert.

Northwest Treasury Pro is a flexible, digital platform that grows with your business.

Watch your email for details on future webinars for you to explore and learn.

Sophisticated

- Cloud-hosted, feature-rich
- All your treasury needs on one platform
- One-on-one direct support

Fast

- Submit multiple payables through one file transfer
- Everywhere you are, at work or on the go
- Real-time processing

Secure

- Entitlement controls give the right access for the right people
- Specialized desktop
- Secure Browser protects against malware alerts

ACCOUNT INFORMATION DISCLOSURES AND FEE SCHEDULES

Business Banking Additional Account Fee Schedule

Some fees may not apply to all products. See Bank for details.

ATM and Debit Card Fees

Northwest Bank ATM Fees

- At Northwest ATMs.....\$0
- At Allpoint ATMs – Find them at www.allpointnetwork.com.....\$0
- At non-Northwest or non-Allpoint ATMs.....\$3

NOTE: Other financial institutions or ATM operators may charge a fee for using their ATMs

- Expedited Debit Card Delivery.....\$35
- Debit Card Stop Payment Fee.....\$37

Overdraft Services

- Overdraft-Paid Item Fee.....\$37 per item*
- Overdraft-Returned Item Fee.....\$37 per item*

*A single item may be subject to multiple fees.

An overdraft is determined at the time a point of sale transaction posts to your account, which may occur several hours or days after purchase.

- Overdraft Protection Annual Fee.....\$0
- Overdraft Protection Transfer Fee.....\$0

Courtesy Overdraft Service

Full Coverage – All eligible business accounts include Full Coverage Courtesy Overdraft Service. If you do not have enough money in your account to cover a transaction by the following methods, we may authorize and pay it at our discretion:

- checks, other transactions using your checking account number,
- automatic bill payments, including online bill payment services, or
- everyday Debit Card transactions

Refer to the Deposit Account Agreement & Disclosure for more information regarding coverage and fees. Northwest Bank offers alternative Overdraft Protection (ODP) services such as line of credit or deposit account transfer services, which may be less expensive than our Courtesy Overdraft Service.

Statements and Research

- Electronic Statements.....\$0
- Paper Statements.....\$5
- Research Fee.....\$25 per hour

Checks, Statements and Documents

- Paper Copy.....\$6 per item
- CD – Creation of a CD with Document Images.....\$50
- Special Statement – Instant Statement Printed in Branch.....\$10
- Statement Reconciliation.....\$30 per hour

Transactional Support

Account Services

- Stop Payment Fee.....\$37

Checks

- Check Printing.....Depends on Style
- Counter Checks (Quantity of 3).....\$6
- Cashier's Check.....\$12
- Money Order.....\$7

Funds Transfer

- Bankline Transfer.....\$0
- Online Banking Transfer.....\$0
- Telephone Transfer.....\$5

Wires

- Incoming – Domestic.....\$15
- Incoming – Foreign.....\$15
- Outgoing – Domestic (U.S. Dollars).....\$25
- Outgoing – Foreign (U.S. Dollars).....\$40
- Outgoing – Foreign (Foreign Currency).....\$40

Deposited Item Returned

- Chargeback Fee.....\$13 per item*
- Redeposit Item Fee.....\$13 per item*

*An item that has been deposited once may be subject to both a Chargeback Fee and a Redeposit Item Fee if it is returned to Northwest for non-payment.

International Items

International Collection (third parties or other banks may impose charges in addition to those disclosed below):

- International Item Deposited.....\$15 per item
- International Collection.....\$40 plus handling
- International Chargeback Fee..\$13 plus fees incurred by Northwest

Foreign Currency Purchase

- Standard Overnight Delivery.....\$12.50
- Next Morning Delivery.....\$15
- Foreign Currency Redemption.....\$12.50
- Foreign Draft Purchase.....\$25

Other Charges and Services

- Dormant Account Fee (24 Months of Inactivity).....\$10 per month
- Escheat Processing.....\$20 per account
- Garnishment.....\$150
- Levy/Attachment Processing.....\$100
- Verification of Deposit.....\$10

Domestic Collection (third parties or other banks may impose charges in addition to those disclosed below):

- Coupons.....\$25 per envelope
- Domestic Check Collection.....\$8 per item

Deposit Account Agreement & Disclosure

WELCOME TO NORTHWEST BANK. Thank you for opening an account with Northwest Bank. This Deposit Account Agreement and Disclosure outlines the terms You and Northwest agree will govern any personal or non-personal deposit account(s) you have with Northwest. Please read this Agreement carefully and keep it for future reference. You may from time to time receive additional agreements for specific services or updates to this Deposit Account Agreement and Disclosure. These separate agreements and updates to this Agreement will together set forth the terms of your relationship with Northwest. If you have any questions, please feel free to contact us.

1. **INTRODUCTION.** In this Deposit Account Agreement and Disclosure, each and all of the depositors, including those acting in a fiduciary capacity, are referred to as "you" and "your." The Financial Institution, Northwest Bank, is referred to as "we," "our," and "us." This Deposit Account Agreement and Disclosure ("Agreement") contains the terms and conditions governing your deposit Accounts with us (each "Account" and jointly your "Accounts"). As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule, (which may be in the form of a Rate and Fee Schedule, Certificate of Deposit Receipt, Confirmation of Time Deposit, or Truth in Savings disclosures, hereinafter called the "Schedule"), our Funds Availability Policy Disclosure, Substitute Check Policy Disclosure, an Electronic Funds Transfer Agreement and Disclosure, our Privacy Policy and all other documents affecting your Account. You do not need to sign this Agreement. When you sign the signature card, use your Account(s), add/change services connected to your Account, or continue to maintain a deposit account with us, you are agreeing to be bound by the terms and conditions in this Agreement and to comply with all local, state and federal laws, rules and regulations, as amended from time to time, including without limitation, the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC). This Agreement is legally binding, so we recommend that you read it and keep it for reference. The terms of this agreement will take precedence over any statement, spoken or written, made by any Northwest Bank employee or officer. If you misplace any of these documents, you may obtain a copy from one of our offices or by calling customer service. You understand and agree that we may amend this Agreement from time to time, and we agree to notify you of any changes that adversely affect you, as required by applicable law. Your use of your Account after we provide notice of changes to this Agreement will indicate that you agree to be bound by the changes. Only one notice will be provided to joint account holders.

When you establish a deposit account with us, you acknowledge receipt of this Agreement and agree to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

You and we agree that, to the maximum extent permitted by law, statutory and/or common law rights intended as consumer protections and afforded solely to consumer purpose accounts shall not apply to or govern a business purpose account. For example, the Truth in Savings, Electronic Funds Transfer Agreement and Disclosure and privacy protections do not apply to business purpose accounts. If you, as a business account owner or an authorized signer, have questions regarding your business account, please

ask us for further details.

- IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we may also ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You agree that we may immediately, and without prior notice, restrict or close your account if you fail to provide or verify the information required to maintain your account in accordance with federal, state, or local laws.

- BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS.** To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e. the beneficial owners) helps law enforcement investigate and prosecute these crimes. If information required in accordance with this regulation is not provided to us, the account may be subject to closure.
- ACCOUNT ACCESS.** You can access your account using any one of Northwest's several delivery channels (i.e. branch location, mobile banking, online banking, etc.) Access to accounts will be granted at Northwest's discretion to account owners and parties authorized by account owners.

Northwest monitors your account access and activity. If any activity is deemed suspicious or inconsistent with normal activity in your account, we may "freeze" your account without prior notice to you. We do so at our discretion and may either accept or return items and deposits without being liable to you. If at any time we believe your account is involved in irregular, unlawful, or fraudulent activity we may freeze some or all of the funds in your account and any other account you maintain with us without liability to you. If we do freeze your account we will provide notice to you within a reasonable period of time. Notice may be provided orally or by other means such as through Online Banking. We may not provide notice to you if we believe doing so could result in a security risk to us or the owner of the account.

As used in this Agreement, the term "item" means any instruction or order for the payment, transfer, deposit, or withdrawal of funds. Examples include, but are not limited to: any check, substitute check, purported substitute check, remotely created check or draft, electronic transaction, draft, demand draft, image replacement document, indemnified copy, ATM withdrawal or transfer, debit card point-of-sale transaction, pre-authorized debit card payment, automatic transfer, telephone-initiated transfer, ACH transaction, online banking transfer to or from Accounts at Northwest or external transfers to other institutions, online bill payment instruction, payment to or from other people (Send Money with Zelle® transaction), withdrawal or deposit slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or wire transfer.

- DEPOSIT ACCOUNTS.** We may offer or you may apply to open a variety of deposit accounts. Each such account is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple accounts, you may receive Schedule information for each account, such as fees or calculation of interest. This Agreement along with any subsequent agreements for specific products together will control the terms and conditions of such product. You will be jointly and severally liable to us in all matters pertaining to your Account, including without limitation, overdrafts and account charges, and jointly and severally promise to pay, upon demand, all amounts due and owing to us under this Agreement, including without limitation, any and all debit balances, chargebacks, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to, those incurred at trial and on any appeal as allowed by law.
- TYPES OF DEPOSIT ACCOUNTS.** We may offer or change our deposit accounts from time to time. Below are general descriptions of accounts that are currently offered.

Checking Accounts.

NOW Account. We offer NOW accounts, which are commonly called interest bearing checking accounts. A NOW account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for-profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational or other similar purpose. If we believe you are ineligible for a NOW account, we may either close the account or convert it to another type of account. Any reference to checking accounts in this Agreement includes NOW accounts.

Demand Deposit Account (DDA). Demand deposit accounts are commonly called checking accounts. Any customer can apply to open a demand deposit account. Most demand deposit accounts do not earn interest. We may offer interest bearing demand deposit accounts to business customers. Please ask for details. Any reference to checking

accounts in this agreement includes demand deposit accounts.

Savings Accounts and Money Market Deposit Accounts. If your Account is an interest bearing account and it is not a checking account or time deposit, the following terms may apply.

Transfers and Withdrawals. If your Account is a savings or a money market deposit account, Northwest restricts account holders from making more than six (6) transfers and/or withdrawals, during any one (1) calendar month or statement cycle (i.e. the period from one statement to the next or similar period of at least four (4) weeks) to another of your Accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your Account upon written or oral instruction (including an order received through an automated clearing house (ACH) of any arrangement by us to pay a third party from your Account at a predetermined time or on a fixed schedule). Transfers and withdrawals conducted in an office, at an ATM or through the mail are not restricted.

Excess Transactions. If you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for a money market deposit account) in any one period, your Account, at our discretion, may be (1) subject to closure by us with any remaining funds sent to you by check, (2) placed in another account that you are eligible to maintain, (3) we may take away the transfer and draft capabilities of the account or (4) we may charge you excessive transaction fees.

Time Deposits. If your Account is a time deposit, you agree to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. Earned interest may be withdrawn at any time without penalty.

Penalty. The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate accounts, we will use the rate in effect for your deposit account.

Exceptions. We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the account is opened; or (3) when the account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) subject to requirements listed in the account schedule, or (5) within an applicable grace period.

- INTEREST.** If your Account earns interest, the following information applies. Please note, the Schedule you received at account opening will outline the interest parameters and rules for your Account.

Payment of Interest. We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements.

Minimum Balance Requirements. The Schedule may specify a minimum balance that you are required to maintain in your Account, which may differ by type of account. If the minimum balance is not maintained during a specified period, we, at our discretion, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements in the Schedule.

Initial Interest Rate. The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited, the type of deposit account and the ownership of the account.

Interest Compounding and Crediting. The Schedule will indicate the interest compounding method and crediting frequency for your Account, if any. Compounding generally means that interest is being accrued on earned interest. Interest Accrual. We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the account, is called accrued unpaid interest.

Interest Rate Changes. We have the right to change the rates and fees in accordance with the terms of the Schedule.

- FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules applicable to your Account or for other services performed by us. You agree that fees and charges may be changed by us from time to time and authorize us to charge your Account for their payment whether or not a charge results in an overdraft of your Account. We will notify you of any changes, to the extent required by law.
- BALANCE METHODS.** As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of the principal in the account for each day of the period and

dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of the principal in the account each day."

10. **LARGE CURRENCY TRANSACTION NOTICE.** When requesting a currency transaction of \$10,000.01 or greater at any Northwest location you understand and agree to the following: (i) The currency for your transaction, whether deposited or withdrawn, was counted and verified by Northwest Bank employees in your presence, and you are satisfied with the count's accuracy; (ii) You have received a receipt for your transaction showing the total deposited or withdrawn amount, and this amount is consistent with the amount verified during the currency count; (iii) For withdrawals, you have signed a withdrawal ticket authorizing the transaction; (iv) Transporting large amounts of currency into or out of the bank premises comes with associated risks that cannot be controlled by Northwest Bank; and (v) Northwest Bank is not responsible for your safety when you choose to transport large currency amounts.

Further, you understand and agree to the following: (i) Northwest Bank reserves the right to limit the amount of currency that may be withdrawn or deposited in a business day, and may refuse to accept a currency deposit or withdrawal for a very large amount if we believe that honoring the request may cause an undue hardship or security risk; (ii) Northwest Bank may require notice for a large currency deposit or withdrawal; and (iii) Northwest Bank reserves the right to provide you an official check instead of a large cash withdrawal.

11. **DEPOSIT RULES.** We reserve the right to refuse any item for deposit into your Account. The following terms apply to deposits made to your Account:

Your Responsibility for Deposited Items: You agree not to deposit any items in which you are not aware of the reason for the deposit of the item or source of funds from which the item is derived, or if you have any reason to question the validity of such item. The depositing of fraudulent items are your responsibility and may be subject to account closure and/or other liability.

You agree that it is your obligation to verify all cash amounts exchanged at the branch prior to leaving the branch premises.

Endorsements. You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You warrant that all endorsements appearing on deposited items are genuine and you authorize us to supply missing endorsements.

All checks and other items deposited to your Account should be endorsed with your signature followed by "for deposit only". If deposited via mobile device, endorse with your signature and the words "for Northwest mobile deposit only". If deposited at an ATM, endorse with your signature and the words "for Northwest ATM deposit only". All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black or blue ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. We may, at our discretion, refuse to accept the item if the endorsement is insufficient or if fraud is suspected.

Final Payment. When you cash or deposit a check or other non-cash item with us, we act as your agent to collect the item from the institution from which the check or item was drawn. You assume all risk of loss due to the uncollectability of an item.

All non-cash items, such as checks, deposited or cashed against your Account are posted subject to our receipt of final payment by the bank on which the check is drawn. Availability of deposited items in accordance with our Funds Availability Policy does not indicate that final payment has been received for an item. If any item you have deposited or cashed is not paid, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, if applicable, returned item fee(s), any interest paid on that item and any other fee we pay or incur. Note, if applicable, an item that has been deposited once may be subject to both a Redeposit Item Fee and a Chargeback Fee if it is returned to Northwest for non-payment. Please see the Additional Account Fee Schedule applicable to your account.

You understand that you may incur an overdraft fee if you have authorized items and you have insufficient funds in your account following the removal of the returned item amount. For Business accounts, this is in addition to and separate from any applicable Redeposit Item Fee(s) or Chargeback Fee(s).

If you deposit or cash an item, that is later returned to us with a claim that the item was forged, altered, unauthorized or returned for any other reason we may at our discretion charge your account for the item and applicable fee without prior notice to you. Collection of the check will become your responsibility regardless if settlement for the item has already occurred.

Checks Lost in the Collection Process. When we cash a check for you or accept a check for deposit into your account, we are acting as your agent in the collection of said check. We are not liable if the check is lost or delayed in the collection process. We may charge your account for the amount of the check, if the check is lost during the collection process or if the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check, even if this causes your account to become overdrawn. If a check is delayed and not returned to us for a period of time, upon receipt of the returned check, which may include a copy of the check or a return notice we may charge your account for the amount of the check.

Notice of Stop Payment, Legal Process or Right of Setoff. A check received by us before the close of business may be subject to any active stop payment order received, legal process served upon, or right of setoff exercised by us prior to a cutoff time. For additional limitations, please see Stop Payment Orders, Right of Setoff or Legal Process.

ACH/Electronic Funds Transfer Credits: You may authorize third party originators to send automated clearing house (ACH) credits or other types of electronic funds transfers to your account. An ACH is initiated by providing your routing and account number to a third party. An electronic funds transfer (EFT) is a digital transfer of cash through an online payment system and is initiated by providing your routing and account numbers or your debit card information. These transfers may be one time or recurring transactions. You agree that each ACH transaction is subject to National Automated Clearing House Association (NACHA) Rules and any local ACH rules in effect at that time. You agree that we may rely on the representations and warranties contained in these rules and credit your account as instructed by the originator of the ACH transaction.

Notice of EFT/ACH Debits. From time to time, originators that you authorize may send automated clearing house (ACH) debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operations Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and debit your account, as instructed by the originator of the ACH transaction.

To help prevent unauthorized transactions on your account, you should be careful about giving someone your account number. You agree to notify us of an unauthorized ACH transaction within twenty-four (24) hours of the unauthorized transaction pending against your account. We are unable to request the return of an unauthorized ACH transaction unless it is processed prior to the opening of business on the second banking day following the settlement of the unauthorized transaction. However, we cannot guarantee that all unauthorized ACH transactions processed prior to the opening of business on the second banking day following the settlement of the unauthorized transaction will be returned to you.

For information about stopping payment of an ACH transaction, see Stop Payment against an ACH/EFT.

Crediting of Deposits. Deposits are credited on the business day we receive them, subject to cutoff times. The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds.

Availability of funds does not guarantee final payment. Although we may make funds provisionally available to you and may take steps to verify that a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason.

You acknowledge and agree that your deposit or issuance of a check that uses check stock or forms with decorative images, or that has ink colors other than black or blue, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

When we process incoming fund transfers, we routinely rely on the account number given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account number provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a funds transfer intended for you to another customer's account because the sender instructed us to credit an incorrect account number.

Substitute Checks and Electronic Files Pertaining to Original Checks. 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. For further information regarding substitute checks and your rights when substitute checks are created, please refer to the Substitute Check Policy Disclosure.

12. **NIGHT DEPOSITORY SERVICE.** Northwest offers night depository services at some of its locations for the convenience of Northwest customers wishing to deposit funds into a Northwest Account. Placing funds in the provided night depository indicates your desire that Northwest open the bag or container and process deposits of the permissible items contained therein. You hereby give Northwest the authority to open the container and process any deposits found therein. Any deposit slip or other inventory provided by you is not conclusive as to the contents of the container until verified by Northwest. If a discrepancy is found by Northwest, a reasonable effort will be made to contact you. In the event of any disagreement as to the discrepancy the inventory as provided by Northwest shall control.

Northwest will credit your account in accordance with its Funds Availability Policy and the only obligation of Northwest to you regarding the contents of the container is to use due care in the exercise of its normal procedures regarding handling of deposits. Northwest and/or its agents are not responsible for any loss or damage sustained by you in the use of said facility that results from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by the gross negligence of Northwest. Northwest does not insure or guarantee the contents of the container you place in the night depository.

Receipts for deposited funds will be mailed or emailed to customers with

personal accounts. For customers with business purpose accounts, only those authorized signer(s) on the depository account, or their duly appointed agents, will be provided with the receipt of deposit, which may be provided by US Mail or email. On the business day following deposit in the night depository facility, you must have an authorized representative appear at the Northwest office where the deposit was made, to identify and claim the night deposit container(s) if applicable.

Each deposit placed in the night depository facility by you must be in a sealed bag or envelope specifically designed for that purpose and approved by Northwest, and in no other container. Such bags or envelopes will be used only for the deposit of currency, coins, and negotiable paper owned by you. You must record the contents of the bag or envelope on a deposit ticket approved by Northwest. You expressly agree that the use of the night depository facility will be solely at your own risk. Night Deposit facilities do not accept items for safe deposit. Any items placed in Night Deposit facilities that are apparently, or reasonably believed to be, illegal or illicit in nature will be turned over to law enforcement.

Some night depository locations require the use of a key provided by Northwest. You will be required to enter into a Night Deposit Key Holder Agreement in order to obtain a key. Such keys will be issued only to you or your authorized representative(s) that are approved by Northwest. Northwest may at its discretion require a monetary deposit to ensure the return of night depository keys, or a charge for keys not returned. Northwest may change those charges from time to time based on the prevailing rate. You agree to comply with all instructions for the use of night depository facilities provided by Northwest and further agree that failure to abide by said instructions or any terms of this Agreement may result in the revocation of your use of the night depository facility.

13. **WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account:

Manner of Withdrawal. You may make withdrawals from your Account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to cash any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule or by applicable law.

Withdrawal Restrictions and Overdrafts. We will not allow you to make a cash withdrawal from your Account if you don't have sufficient funds available in the account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient funds in sequential check number order. We may pay other withdrawals or debit items (such as charges) prior to paying any checks and we may post those other withdrawals or debit items in the order those items are presented to us during normal business hours or in low to high order if presentment occurs after normal business hours. We will handle each overdraft in accordance with our Overdraft Policy (described below) or in accordance with any overdraft agreement you may have with us. If we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We are not required to determine your Account balance more than one (1) time each business day.

Your Responsibility. You agree that it is your obligation to verify all cash amounts distributed to you from a Northwest branch or Northwest ATM prior to leaving the branch premises.

Overdraft Policy.

Overdraft Protection. Northwest offers an Overdraft Protection service that will automatically move funds from one Northwest account (i.e. Statement Savings, Checking, Money Market Deposit Account (MMDA) or Line-of-Credit (LOC) Account) into another Northwest account to cover potential overdrafts. There may be an annual fee and a per use fee for this service. Personal accounts linked for Overdraft Protection **must** have one common owner. Business accounts linked for Overdraft Protection **must** be under the same ownership. Northwest is not obligated to pay items if the balance is not sufficient in the protecting account(s). This service may be less expensive than our Courtesy Overdraft Service.

Courtesy Overdraft Service. We are not obligated to pay any overdraft. Subject to the special rules discussed below for Everyday Debit Card Transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. If we return an item unpaid, you agree to pay any service charge we impose. We may not impose a service charge in connection with an overdraft that results from an everyday debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. Business purpose accounts are not eligible for protection from service charges resulting from Everyday Debit Card Transactions. If your account is eligible for the program and you have not opted out, the aggregate overdraft limit for Personal accounts can fluctuate daily between \$0 and \$1,500, based on, but not limited to, the following factors: the age of your account and the number, frequency, and amount of your deposit(s).

Definitions of Debit Card Transactions:

Everyday Debit Card Transactions are transactions made using your debit card on a one-time basis. Examples: groceries, gas or a meal at a restaurant.

Recurring Debit Card Transactions are transactions made using your debit card that you authorize to pay more than once and on an ongoing basis. Examples: a monthly subscription, automatic bill payments, utilities or rent.

The merchant processing the transaction determines if the transaction is processed as an Everyday Debit Card Transaction or a Recurring Debit Card Transaction.

Notice Requirements. Federal regulations mandate that we retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market deposit account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we waive this right.

Postdated Items. 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. You must execute a stop payment order with associated service charges for us to honor your request. Notices are effective for the time periods stated under "Stop Payment Orders." You agree that we may return a postdated check to the presenter.

Signatures. If you use a facsimile signature or other form of mechanically reproduced signature, such as, but not limited to, a signature stamp, desktop publishing, digitized, or computer software generated signature, you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof, whether or not you are negligent. If you are a corporation and you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us for authorization, or if we request it, and execute a Corporation Facsimile Signature Authorization. If you do not deliver a sample for authorization, you are still responsible for its use and security. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor or you have used previously as not being authorized by us may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement, whether or not it has been authorized. You further agree to indemnify, defend and hold us harmless from and against any and all loss, costs, damage, liability or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed.

Definition of EFT/ACH. An electronic funds transfer (EFT) is a digital transfer of cash through an online payment system and is initiated by providing your routing and account numbers or your debit card information. An automated clearing house (ACH) transaction is initiated by providing your routing and account number to a third party.

Preauthorized Drafts. If you voluntarily give information about your Account, such as our routing number and your account number, to any third party who is seeking to have access to your account, and you do not physically deliver a check to the third party, any debit to your Account initiated by the third party to whom you gave the information is deemed authorized by you.

Electronic Check Conversion. You understand and agree that a merchant may use your check as a source of account information to initiate an electronic withdrawal from your Account. You should sign and receive a receipt documenting the transaction. This type of transaction generally results in funds being removed from your Account faster than a normal check transaction. A description of the transaction will appear on your statement from us. The image of checks used in these types of transactions will not be included with your statement.

Re-presented Items

Non-Cash Items. Third parties sometimes re-submit (or re-present) items that we previously returned unpaid. Each re-submission constitutes a separate item.

FOR PERSONAL DEPOSIT PRODUCTS ONLY: We will attempt to identify any re-presented items, for seven (7) business days following the original posting of the item, that are coded by the processor as such and will not assess additional fees for the same item. You agree that if any item is re-presented for payment again after having previously been returned unpaid by us, but the processor submits the transaction in a way that it is not identifiable as a re-presented item, an Overdraft - Paid Item Fee or Overdraft - Returned Item Fee may be assessed each time the item is submitted for payment and the funds in your account are insufficient to pay the item. Please see the Additional Account Fee Schedule applicable to your account.

FOR NON-PERSONAL DEPOSIT PRODUCTS ONLY: You agree that if any item is submitted for payment again after having previously been returned unpaid by us an Overdraft – Paid Item Fee or Overdraft – Returned Item Fee may be assessed each time the item is submitted for payment and the funds in your account are insufficient to pay the item.

Please see the Additional Account Fee Schedule applicable to your account.

Checks Lost or Stolen. You agree to keep and maintain checks drawn on or for deposit into your account in a secure location, and to limit access to such checks. For business purpose accounts, you agree to keep and maintain checks drawn on or for deposit into your account in a secure location, and to limit access to such checks solely to those business personnel with appropriate responsibility for them. Appropriate responsibility means business personnel authorized by the business: (i) to sign or indorse instruments on behalf of the business; (ii) to process instruments received by the business; (iii) to prepare or authorize instruments to be issued by the business; (iv) to supply information determining the names and addresses of payees of instruments to be issued by the business; (v) to control the disposition of instruments to be issued in the name of the business; and, (vi) to otherwise act with respect to instruments in a responsible capacity. To the extent you fail to restrict access to checks to business personnel with appropriate responsibility, you agree to bear the entire risk for their unauthorized use, deposit or issuance.

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 as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume all risk of loss of an item in the process of collection. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit, and we may recover, from an account you maintain with us, the funds given to you for a cashed item that is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to maintaining a record of the maker of items delivered to us for deposit or collection. We will not be liable to you if an item is lost in the process of collection, provided that we exercised ordinary care in handling the item. In no event will we be liable to you if you cannot identify the maker of the lost item.

Non-Customer Check Cashing and Identification. If a person who is not a deposit customer of ours presents a check drawn against one of your Accounts for payment over the counter, we may require identification that meets our standards which may include a thumbprint or fingerprint from the person and we may (subject to applicable law) charge the person a service charge for cashing the check. You agree that if the person refuses to comply with our identification standards and/or refuses to pay a service charge, we may dishonor the check and we have no liability to you for refusing to cash the check. If Northwest has reason to believe that a check drawn on your account is fraudulent or not clearly authorized by you, we may delay cashing this item. You agree we are not liable for delaying this transaction.

14. CHECK PROCESSING.

Checks. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards and exercise ordinary care by processing most checks and other items through automated processing systems.

Check Legends. We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements.

Cashing Checks for Others. Northwest strongly recommends you do not use your Account to cash checks for others. Although we may make funds provisionally available to you and may take steps to verify that a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason. Northwest cannot represent that checks drawn on or issued by other institutions will be paid. Availability of funds does not guarantee final payment. Northwest may close your account based on losses sustained by your cashing of checks for others.

Check Signatures. You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. As a result of these procedures, you are agreeing that we are exercising ordinary care in paying an item in light of the fact the procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary including any digitized signature capture process.

Authorized Signers. Your signature card and/or resolution identifies the individual(s) authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise provide us with instructions regarding your Account.

Multiple Signers. Although your signature card and/or resolution may

indicate that more than one signature is required on checks and for the withdrawal or transfer of funds or any online banking activity, including online bill payments, that notation is solely for your own internal control purposes and will not be binding on us. We do not assume a duty to support multiple signature requirements. As such, we assume no duty to confirm that two or more, or any combination, of authorized signers have approved any transaction. We may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we do so at our discretion and may cease doing so at any time and without prior notice to you.

International Check Deposit and Collection Item Deposits. Northwest Bank offers products and/or services in which transaction amounts may be converted from one currency to another. (i.e. – incoming and outgoing foreign wire transfers; foreign currency exchange; foreign check deposits; and, foreign currency drafts, etc.) All transactions involving currency exchange are completed using a third party. Exchange rates offered by other institutions, or advertised from other sources (including online sources) may be different from the exchange rates available through Northwest Bank. Northwest Bank does not control the exchange rate used in conversions and is unable to disclose the precise exchange rate at the time of the transaction. Northwest Bank is not liable for differences in exchange rates offered by third parties, or offered by us at a different time, for a different transaction amount, or involving a different payment medium or method.

15. **REMOTELY CREATED CHECKS.** If you provide your account number to a third party in order to charge your Account by means of one or more remotely created checks or demand drafts (i.e. items that do not bear the maker's signature, but are purportedly drawn with the maker's authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past.

You may not deposit remotely created checks or demand drafts to an account with us without our prior written consent. Upon our request, you agree to provide us with evidence of your authorization to create and/or deposit such items. You also agree to indemnify, defend and hold us harmless from every loss, expense, cost (including attorney's fees), claim and liability related to or arising from such items, including, without limitation, claims that were not authorized by the persons on whose accounts the items were drawn.

16. **STALE CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. If we pay a stale dated check, you agree that we will debit the amount from your Account, and you shall be liable for the amount.
17. **STRUCTURING OF CERTAIN CHECKING ACCOUNTS.** Interest Bearing and Non-Interest Bearing Checking Accounts may be structured with two subaccounts; a checking subaccount, and a savings subaccount. The Bank will do this for internal accounting and reserve requirements purposes. On the Bank's records, the funds in your checking account will be allocated between the subaccounts using a formula that keeps the checking account balance below a threshold limit established by the Bank.

The Bank will, from time to time and only on the records of the Bank, transfer balances between the subaccounts. We are limited to six (6) transfers from the savings subaccount per statement period. After six transfers all funds will be in the checking subaccount through the end of your monthly statement period. Transfers will not appear on your monthly statement and will have no effect on your interest rate, Annual Percentage Yield (APY), if applicable, FDIC Insurance, your availability of funds, minimum balance requirements, or any other terms of your Account. You will not see nor have access to the subaccounts.

18. **STOP PAYMENT ORDERS.** Subject to certain limitations, you may order us to stop payment on any check, automated clearing house pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account holder, as follows:

Information and Liability. All stop payment order requests will require you to provide the date, the exact amount, and the number of the item or authorization, together with the name of the payee. We rely on the information you provide to perform the stop payment service. If information is incorrect, we cannot guarantee our ability to perform the service, and we will not be liable for failing to stop payment on the item or authorization. Stop payments can only be placed by individuals with signing authority on your account, regardless of who wrote the check or authorized a debit to your account. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item or authorization after acceptance of the same by us.

Stop Payment against a Check or Other Item. An active stop payment request against a check or other item payable from your Account will be effective if we receive the order before we have paid the item and at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months at which

time it becomes an expired stop payment order. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. If the stop payment is not renewed, the stop will become inactive after six (6) months and the check may be eligible for normal processing. You are responsible for renewing the stop payment for an additional six (6) months with payment of the applicable fee.

Stop Payment against an ACH/EFT. A stop payment order against an ACH/EFT may be honored if received at least three (3) business days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) business days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) your withdrawal of the stop payment order, or (ii) the return of the debit entry, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

19. **INDIVIDUAL ACCOUNTS.** An individual account is an account in the name of one depositor only. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

20. **JOINT ACCOUNT OWNERSHIP**

All deposits to a joint account and any additions or accruals (i.e. interest) automatically become the property of each joint account holder. We may release the entire account balance to any account holder.

During the lifetime of all account holders we may honor checks or orders drawn by, or withdrawals or transfer requests received from, any joint account holder.

We may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against or other valid debt incurred by any account holder.

Each account holder, without the consent of any other account holder, may, and is hereby authorized by every other joint account holder, to make any transaction permitted under the Agreement, including, without limitation: (a) to withdraw all or any part of the account funds; (b) to pledge the account funds as collateral to us for any obligation, whether that of one or more account holders or of a third party; (c) to endorse and deposit checks and other items payable to any joint account holder; (d) to give stop payment orders on any check or item, whether drawn by that account holder or not; (e) to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Overdraft Policy; and (f) to close the joint account with disbursement of the account proceeds as instructed by any joint account holder.

Each account holder is authorized to act for the other account holder(s) and we may accept orders and instructions regarding the account from any account holder. Unless we receive and have a reasonable time to react to a written notice from an account holder directing us not to permit another joint account holder to have access to the joint account, we will not be liable to any account holder for continuing to honor checks, orders, transfers and/or withdrawals from any account holder.

If we believe there to be a dispute between joint account holders or we receive inconsistent instructions from the joint account holders, we may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the joint account.

Your obligations regarding your Account are joint and several. This means that each account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holder benefits from the withdrawal. If you establish a joint account without the signature of the other joint account holders, you agree to hold us harmless for our reliance upon your designation of the other joint account holders listed on the documents. The joint account is also subject to the right of set-off as described below.

Definitions of Joint Account Ownership

Joint Tenants with Right of Survivorship. If your Account is a joint account with right of survivorship, upon the death of one of the joint account holders, that person's ownership interest in the account will immediately pass to the other joint account holder(s).

Joint with No Right of Survivorship AND Joint Tenants in Common. If your Account is a joint account with no right of survivorship or a joint tenants in common account, upon death of one of the joint account holders that person's ownership interest in the account will immediately pass to that account holder's designated beneficiaries or estate.

21. **TOTTEN TRUST ACCOUNT.** A Totten trust account (may also be known as an "in trust for" account) is an informal trust account, reflected on our records, without a written trust agreement, where the account is owned by the depositor/trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. When the

trustee dies, the account is owned by the named beneficiary or beneficiaries in equal shares. If the Totten trust account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

22. **PAYABLE ON DEATH (P.O.D) ACCOUNT (WHERE OFFERED).** A payable on death (P.O.D.) account is an account payable to the account holder during his or her lifetime. If the P.O.D. account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. As the owner of the account, you may withdraw money from the account and may, by written direction to us, change the P.O.D. payee(s) under the account. When the account holder dies, the account is owned by the P.O.D. payee(s). If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in our deposit account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the account. Please note, this account is subject to all applicable federal, state, and local laws and regulations, including inheritance tax liability. Northwest makes no representations regarding the transfer of assets following your death. It will be the sole responsibility of the beneficiary(ies) to seek advice and comply with all applicable laws and regulations.

23. **CONVENIENCE ACCOUNT (IN NY ONLY).** A convenience account is an account in the name of the account holder and convenience signer(s), "for the convenience" of the Account Holder. The account holder is the owner of the funds in the account. All funds in the account are the property of the account holder individually, without any right of survivorship existing in favor of the convenience signer(s). Only the account holder may close the account during his or her lifetime. We may honor any transaction on the account by the convenience signer(s). Unless we receive written notice signed by the account holder not to pay any monies in the account, in such a manner as to afford us reasonable opportunity to act, we will not be liable to the account holder for continuing to honor checks or other orders from the convenience signer(s). After we receive written notice, we may require written authorization of the account holder for any further payment or deliveries. We may be required by service of legal process to remit funds held in the account to satisfy a judgment entered against, or other valid debt incurred by, the account holder of the convenience account but not the convenience signer(s), except as otherwise ordered by a court of competent jurisdiction. Until we receive written notice of the account holder's death in such a manner as to afford us reasonable opportunity to act, we may honor any transaction on the account by the convenience signer(s). Upon the death of the account holder and prior to an order from a court of competent jurisdiction prohibiting payment and for such reasonable period thereafter, we may make payment to the executor, administrator, or voluntary administrator as defined in Article 13 of New York's Surrogate's Court Procedure Act of the deceased account holder's estate or to any person designated in Section 1310 of the Surrogate's Court Procedure Act.

24. **FORMAL TRUST ACCOUNT.** A formal trust account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the account.

25. **UNIFORM TRANSFER TO MINORS.** If you have established the account as a custodian for a minor beneficiary under the applicable state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan. Deposits in the account will be held by us for the exclusive right and benefit of the minor. Custodians opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

26. **AGENCY ACCOUNT.** An agency account is an account to which funds may be deposited and withdrawals made by an agent designated by the owner of the funds. An agent has full authority with regard to the account but does not have an ownership interest in the account. An agency account is revocable at any time by notifying us in writing. An agency designation may be combined with one of the other forms of account ownership.

27. **BUSINESS ACCOUNTS.** If the account is used for business purposes (a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), the account holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card and to bind the company to this agreement and any resolution to allow specific individuals to control the account to act on behalf of the account holder. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf

of the account holder. You agree to notify us in writing of any changes in the person(s) authorized to control the account or the form of ownership. You agree to notify us in writing of any change in ownership of the business or changes to individuals with the ability to control the account. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

28. **FIDUCIARY ACCOUNTS.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, and conservatorship accounts, and any formal trust account, Uniform Transfers to Minors Act account, or agency account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter. We reserve the right to decline to accept a fiduciary account.
29. **INTEREST ON LAWYERS' TRUST ACCOUNT (IOLTA).** Subject to applicable law, an attorney client trust or IOLTA trust account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an attorney client trust or IOLTA trust account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify, defend and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA trust account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA trust account will be remitted to the designated organization, pursuant to your instructions and at your request. IOLTA trust accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.
30. **REAL ESTATE BROKER CLIENT TRUST ACCOUNTS.** Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and / or real estate professional rules. (Note, in New York, this category of accounts includes client trust accounts.)
31. **GOVERNMENT/MUNICIPAL/PUBLIC FUNDS ACCOUNTS.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) in a form acceptable to us stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. As required by law, you agree not to enter into any other agreements regarding this type of account.
32. **POWER OF ATTORNEY.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. If you appoint a legal representative or an attorney-in-fact (for example, if you give someone power of attorney), that person will also be bound by this agreement. We may refuse to accept a power of attorney that fails to meet minimum requirements as determined by Northwest. As a condition to accepting a power of attorney, we may require an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.
33. **ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledgee.
34. **FINANCIAL INSTITUTION LIABILITY.** We agree to operate with ordinary care and without gross negligence or willful misconduct. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential, indirect, punitive or exemplary damages. In receiving items from you

we act only as your agent, not as your fiduciary. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

35. **RIGHT OF SETOFF.** We may charge or set off funds in your Account for any direct, indirect and/or acquired obligations that any account holder owes us now or in the future to the fullest extent permitted by law.
36. **DORMANT ACCOUNTS.** If you have not made a withdrawal from or a deposit to your Account for an extended period of time, typically two (2) years, your Account may be classified by us as a dormant account subject to applicable law. Once your account becomes dormant, we will send you a periodic notice to the last address on file. We may charge a dormant account fee on the account per the prevailing Schedule. If enough time has elapsed, the account may be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law. Additional fees may be assessed based on applicable state laws.
37. **PERIODIC ACCOUNT STATEMENTS.** You are responsible for promptly examining your account statement each statement period and reporting any irregularities to us. The periodic account 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. We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. 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 ten (10) calendar days after the statement and first altered or forged items were made available. We are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to a discrepancy associated with a branch-initiated transaction(s) unless you notify us within thirty (30) calendar days after the statement containing the disputed transaction(s) was transmitted to you and/or the item(s) are made available. Except for transactions covered by the Electronic Funds Transfer Act, you must also report any other account problem within sixty (60) calendar days or lose your right to assert the problem against us. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure, if applicable, for further information. If you have requested us to hold your periodic account statements, we have the right to mail your periodic account statements if you have not claimed them within thirty (30) calendar days. 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.
38. **CHANGE OF ADDRESS:** Please notify us of any change in your address. Your statements and notices will not be forwarded by the United States Postal Service. If your statement is returned to us, we may suspend further delivery until a current address is received. You can notify us of an address change by phone (with proper verification), mail, in person, or through our Online Banking system.
39. **WIRE AND ACH TRANSACTIONS.** You agree to enter into and comply with our Transfer of Funds Agreement and Wire Transfer Authorization and to comply with our security procedures and this section. We advise you that any receiving financial institution, including us, is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

Provisional Payment. Credit given by us to you with respect to an ACH credit or wire funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wire funds transfer item.

Account Termination. If your Account is closed, you will still be responsible for any outstanding items, service charges, or overdrafts incurred, before, during, or after the time your Account was closed. We are not required to close the Account at your request until all known authorized or outstanding items (including checks and ATM, point-of-sale, ACH, and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions, or other unresolved internal research requests/disputes concerning the Account) have been resolved. We reserve the right to temporarily re-activate your Account after it has been closed to process transactions that you initiated or authorized, but were not completely processed, before your Account was closed. In addition, we may temporarily re-activate your Account as part of the process

of resolving disputes of transactions that occurred before your Account was closed. Any items presented for payment after an Account has been closed will be returned to the payee, and you will be liable for any associated charges. However, we may re-activate your Account to process items that are returned to us after your Account is closed if we have already paid the item on your behalf. In these cases, you will be responsible for any negative balance that is created due to money you owe us. Any additional deposits or electronic credits (including Social Security, pension payments, and automatic payroll deposits) will be returned to the originator.

40. UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED.

If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

41. NOTICES. The following terms apply to notices relating to your Account.

Account Changes. It is your responsibility to notify us of any change in your account information (including but not limited to, change in address, name, ownership, etc.). Any account owner or person authorized to sign on an account is required to notify us in writing if any other account owner or person authorized to sign on an account dies or is declared incompetent by a court. All account activity will continue until Northwest is notified of the death of an account owner. We are required to honor items drawn only on the listed account name. Further, we will communicate with you only at the most recent address provided to us.

Account Termination. You and we agree that either of us may close your Account(s) and terminate this Agreement at any time with or without cause. If your Account reaches a zero balance, we believe your account to be compromised or involved in unlawful activity, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice. You agree that in instances of account abuse, to prevent a loss, or if your behavior poses a threat to the bank or its employees, notice is reasonably given by us if mailed immediately upon account closure. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than those previously stated above or when we close the account due to our opinion that it is necessary to protect us from adverse legal ramifications including prevention of a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address at least thirty (30) calendar days prior to the date upon which an account will be closed and this Agreement terminated. You may close any of your Accounts by notifying us in writing. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest unless we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any account checks are lost or stolen; or, any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

42. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state in which the branch you opened your Account is located, or if the account was opened online, by the Commonwealth of Pennsylvania. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

43. LEGAL PROCESS. "Legal process" includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture, or other similar order. We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means; or served at locations other than the location where the account, property or records are held. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so. We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you, return checks and other items unpaid and refuse to permit with-

drawals from your Account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit. We may charge your Account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal process. We may produce documents held at, or provide access to property that is located in, any of our facilities or any facility operated by third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with legal process as provided in this section or by law.

44. ADVERSE CLAIMS. If any person or entity makes a claim against funds in your Account, or if we believe that a conflict or dispute exists between or among the owners on your Account, such as the ownership of your Account or the authority to withdraw funds from your Account, we may, without any liability to you, do any of the following: (i) continue to rely on the current signature cards for your Account; (ii) honor the competing claim upon receipt by us of satisfactory proof of the claim; (iii) freeze all or a part of the funds in the account until the dispute is resolved to our satisfaction; (iv) close your Account and send you a check for the available balance in the account payable to all of the owners on the account; (v) pay the funds into an appropriate court. We may charge your Account and you shall be liable for our expenses (including attorneys' fees and expenses) that we incur in this process.

45. POLICIES AND PROCEDURES. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking use are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

46. FinCEN CASH TRANSACTION REPORTING (CTR) GUIDELINES. FinCEN is a bureau of the U.S. Department of the Treasury. FinCEN's mission is to safeguard the financial system from illicit use and combat money laundering and promote national security.

Bank Requests for Identification and Personal Information. Federal law requires financial institutions to report currency (cash or coin) transactions over \$10,000 conducted by, or on behalf of, one person, as well as multiple currency transactions that aggregate to be over \$10,000 in a single day. These transactions are reported on Currency Transaction Reports (CTRs). The federal law requiring these reports was passed to safeguard the financial industry from threats posed by money laundering and other financial crime. To comply with this law, financial institutions must obtain personal identification information about the individual conducting the transaction such as a Social Security Number as well as a driver's license or other government issued document. This requirement applies whether the individual conducting the transaction has an account relationship with the institution or not. There is no general prohibition against handling large amounts of currency and the filing of a CTR is required regardless of the reasons for the currency transaction. The financial institution collects this information in a manner consistent with a customer's right to financial privacy.

Structuring. Dividing currency transactions into multiple smaller amounts to avoid being reported to the government is called "structuring." Federal law makes it a crime to break up transactions into smaller amounts for the purpose of evading the CTR reporting requirement and this may lead to a required disclosure from the financial institution to the government. Structuring transactions to prevent a CTR from being reported can result in imprisonment for not more than five years and/or a fine of up to \$250,000. If structuring involves more than \$100,000 in a twelve month period or is performed while violating another law of the United States, the penalty is doubled.

Examples of Structuring.

1. John has \$15,000 in cash he obtained from selling his truck. John knows that if he deposits \$15,000 in cash, his financial institution will be required to file a CTR. John instead deposits \$7,500 in cash in the morning with one financial institution employee and comes back to the financial institution later in the day to another employee to deposit the remaining \$7,500, hoping to evade the CTR reporting requirement.
2. Jane needs \$18,000 in cash to pay for supplies for her wood-carving business. Jane cashes a \$9,000 personal check at a financial institution on a Monday, and then cashes another \$9,000 personal check at the financial institution the following day. Jane cashed the checks separately and structured the transactions in an attempt to evade the CTR reporting requirement.
3. A married couple, John and Jane, sell a vehicle for \$15,000 in cash. To evade the CTR reporting requirement, John and Jane structure their transactions using different accounts. John deposits \$8,000 of that money into his and Jane's joint account in the morning. Later that day, Jane deposits \$1,500 into the joint account, and then \$5,500 into her sister's account, which is later transferred to John

and Jane's joint account.

- Bob wants to place \$24,000 cash he earned from his illegal activities into the financial system by using a wire transfer. Bob knows his financial institution will file a CTR if he purchases a wire with over \$10,000 currency in one day. To evade the CTR reporting requirement, Bob wires the \$24,000 by purchasing wires with currency in \$6,000 increments over a short period of time, occasionally skipping days in an attempt to prevent the financial institution from filing a CTR.

Additional Information. If you have further questions, please contact FinCEN's Regulatory Helpline at 800-949-2732.

47. ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY - IT WILL IMPACT HOW LEGAL CLAIMS YOU HAVE AGAINST US AND THAT WE HAVE AGAINST YOU WILL BE RESOLVED.

Agreement to Arbitrate Claims. You and we agree, at either of our requests, to submit to binding individual (and not joint) arbitration by the American Arbitration Association ("AAA"), any and all claims, disputes or controversies between or among us, and any claim by either of us against the other (or the employees, officers, directors, agents or assigns of the other) and any claim arising from or relating to your Account or Accounts, this Agreement, the transactions on the account or accounts or any other account and/or accounts you previously, now or may later have with us, this arbitration provision, your agreement not to bring, join or participate in any purported class action or representative proceeding, regarding including, but not limited to, collection of sums overdrawn on the account or accounts, alleging fraud or misrepresentation, whether under the common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes as to the matters subject to arbitration, or otherwise. This arbitration provision and our agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. You acknowledge that by submitting to arbitration you are giving up your right to go to court to assert or defend your rights under this Agreement (except for matters that may be taken to small claims court). You are aware that your rights will be determined by a neutral arbitrator(s) and not a judge or jury. An arbitrator's decision is as enforceable as any court order and is subject to a very limited review by a court. You understand that you are entitled to a fair hearing, but that the arbitration procedures are simpler and more limited than rules applicable in court.

Applicable Law. Except to the extent that federal law preempts state law, you and we agree that the arbitrator(s) shall give effect to the substantive law of the state in which the account is opened, including but not limited to, conflicts of law provisions, statutes of limitations, and matters pertaining to the validity of this arbitration provision in determining matters submitted to arbitration under this arbitration provision; provided, however, that the Federal Arbitration Act (Title 9 U.S.C.), to the extent inconsistent, will supersede the laws of such state and govern.

Arbitration Rules and Costs. Rules and forms of the AAA may be obtained, and all claims shall be filed at any AAA office, on the World Wide Web at www.adr.org, or by telephone at 1.877.495.4185, or at American Arbitration Association, Case Filing Services, 1101 Lauren Oak Road, Suite 100, Voorhees, New Jersey 08043.

Your arbitration fees may be waived by the AAA in the event you cannot afford to pay them. The cost of any participatory, documentary, or telephone hearing, if one is held at your or our request, will be paid for solely by us as provided in the AAA Rules and, if a participatory hearing is requested, it will take place at a location near your residence. This arbitration provision is made pursuant to a transaction by the Federal Arbitration Act, 9 USC Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

Conflicts and Survival. This arbitration provision is intended to be broadly interpreted. The arbitrator(s) will decide if any inconsistency exists between the applicable AAA Rules and this arbitration provision. If any such inconsistency exists, the arbitration provision contained herein will control and supersede the Rules. If any part of this arbitration provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the class action waiver below. The arbitration provision shall survive: (1) the closing of your Account and/or Accounts and the termination of any relationship between us, including the termination of the Agreement; and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

48. CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AS TO ANY CLAIM, DISPUTE OR CONTROVERSY YOU MAY HAVE AGAINST US, OUR EMPLOYEES, OFFICERS, DIRECTORS, SERVICERS, AGENTS AND ASSIGNS. YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AS A PARTICIPANT IN THE SUIT.

THE PARTIES ACKNOWLEDGE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY CLAIMS AND IS NON-SEVERABLE FROM THE ARBITRATION PROVISION. IF THE CLASS ACTION WAIVER IS VOIDED, FOUND UNENFORCEABLE, OR LIMITED WITH RESPECT TO ANY CLAIM FOR WHICH YOU SEEK CLASS-WIDE RELIEF, THEN THE PARTIES' ARBITRATION PROVISION (EXCEPT FOR THIS SENTENCE) SHALL BE NULL AND VOID WITH RESPECT TO SUCH CLAIM,

SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THE CLASS ACTION WAIVER. HOWEVER, THE ARBITRATION PROVISION SHALL REMAIN VALID WITH RESPECT TO ALL OTHER CLAIMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.

THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY, AND NOT AS A CLASS ACTION, IN BINDING ARBITRATION, OR OTHERWISE, AS PROVIDED ABOVE.

Right to Opt Out. As our customer, you are afforded a one-time opportunity to opt out of this Arbitration Provision by sending us a written notice that includes your name(s), your Account and/or accounts number(s), and a listing of all the account holders who do not wish to be governed by the arbitration provision in this Agreement, or calling us toll free at 1-877-672-5678 (the "Opt Out Notification"). If you, as a primary account holder, received this notice, you have a duty to inform joint account holders of the ability to opt out. Your written Opt Out Notification must be: (1) sent to us by U.S. first class mail to:

Northwest Bank
Attn: Product Support
PO Box 128
Warren, PA 16365;

and (2) signed by all parties requesting to opt out of the arbitration provision. We must either receive your written Opt Out Notification to Opt Out, or each account holder must call to express their decision to Opt Out within forty-five (45) calendar days after the first day you are established as an account holder and initially receive this Agreement. Your decision to opt out will not affect any other provision of this Agreement.

- CREDIT VERIFICATION.** You authorize us to request and obtain one or more consumer/credit reports about you from one or more consumer/credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a consumer/credit reporting agency if your Account has closed because you have abused it.
- SYSTEMS AND SOFTWARE.** We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.
- MISCELLANEOUS PROVISIONS.** If you or your Account becomes involved in any legal proceedings, your use of the account may be restricted. You agree not to use the account for any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

DAAD 8-12-2024

Substitute Check Policy Disclosure

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute Checks and Your Rights

What is a substitute check?

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

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

What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2500.00 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 1-877-672-5678, Option 4.

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 (and/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, the amount of the check.

Funds Availability Policy Disclosure

Revised 6/30/2025

PURPOSE OF THIS DISCLOSURE. This disclosure describes your ability to withdraw funds at Northwest Bank (Northwest). It only applies to the availability of funds in transaction accounts. Northwest reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Funds availability of a check deposit does not guarantee the check deposit funds were paid by the financial institution on which the check was drawn, funds availability means the hold placed on the check was released per Federal guidelines and our business practices as listed below. You are responsible for any problem with a deposit, such as the return of a deposited check. Please ask us if you have a question about which accounts are affected by this policy.

Northwest reserves the right not to accept deposits. In some circumstances, items unacceptable for deposit may be processed as collection items.

Northwest attempts to reconcile all credit discrepancies regarding customer accounts and when required, investigate and reconcile all account discrepancies.

For purposes of this disclosure, the terms “you”/“your” refer to the customer and the terms “our”/“we”/“us” refer to Northwest Bank. The term “account” includes any demand deposit, or negotiable order of withdrawal account.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term “Business Day” means any day other than a Saturday, Sunday or federally declared legal holiday, and the term “Banking Day” means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business 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 the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE

Same Day Availability. Funds from deposits of:

- electronic direct deposits
- cash*
- wire transfers

will be available on the day of deposit.

Next Day Availability. Funds from deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier’s, Certified, or Teller’s checks**
- checks drawn on us

will be available on the first Business Day after the day of deposit.

Other Check Deposits. Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

***Cash Deposits.** If the cash deposits are made in person to an employee of Northwest Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

****Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier’s, Certified, or Teller’s checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

- **U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.
- **U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; or Cashier’s, Certified, or Teller’s Checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability 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.

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

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725.00 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

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.

Same Day Availability. Funds from cash*, wire transfers, and electronic direct deposits made to your account will be available on the day we receive the deposit.

Next Day Availability. Funds from the first \$6,725.00 of a day’s total deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier's, Certified, or Teller's checks**
- Traveler's Checks**

are available on the first Business Day after the day of your deposit.

Funds Exceeding \$6,725.00. The excess over \$6,725.00 of a day's total check deposits will be available on the seventh Business Day after the day of your deposit.

On Us Checks and Other Check Deposits. The first \$6,725.00 from checks drawn on us will be available on first Business Day after the day of deposit and the first \$6,725.00 from all other check deposits will be available on the first Business Day after the day of deposit if the checks are payable to you. The excess over \$6,725.00 will be available on the seventh Business Day after the day of deposit.

*** Cash Deposits.** If the cash deposits are made in person to an employee of Northwest Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

**** Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

- **U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.
- **U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; Cashier's, Certified, or Teller's Checks; or Traveler's checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the first \$6,725.00 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

DEPOSITS AT AUTOMATED TELLER MACHINES. If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 9:00 PM EST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 9:00 PM EST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

ADDITIONAL ATM INFORMATION. Check Deposits - The first \$225.00 of all checks deposited in one day at ATMs or at an Office will be available the business day of the deposit. The balance of funds from check deposits made at ATMs will be available the next business day after the date of your deposit.

Cash Deposits - Funds from cash deposits made at ATMs will be made available to you on the same business day that we receive your deposit.

ADDITIONAL DEPOSIT INFORMATION. The first \$225 of a day's deposit of checks or money orders will be made available the day of deposit.

Mobile Deposits

Deposits submitted and approved prior to 9:00 PM (EST) M-F will be available the next business day. Deposits made after 9:00 PM (EST) M-F, on Saturdays and Sundays or bank holidays will be available in two business days after the date of their deposit.

The Order in Which Your Checks Are Paid

When checks you have written against your account are presented to us for payment, we draw funds from your account to pay them in check sequence number order. We continue to pay in check sequence number until all checks presented in a single business day are paid, or until there are insufficient funds available in your account. If you have established an Overdraft Protection Agreement with us, we will transfer funds from the Protecting Account to cover overdrafts per the terms of the Agreement. However, if you have elected to opt-in to our discretionary overdraft service, we may, at our discretion, pay checks even though funds may not be available.

Example: We receive three checks on a Tuesday, a normal business day: one for \$250 with a check number of 1001; one for \$500 with a check number of 1002; and one for \$75 with a check number of 1003. Under our system, the checks are paid from your account in exactly that order: check number 1001, check number 1002 and finally check number 1003.

EXCEPTION: The above payment method may not apply to checks presented to us in electronic format (converted check to an automated clearing house (ACH) item) or to a check payment generated from our online bill payment service. Electronic items will clear as presented to us. When using online bill pay, check numbers are generated from the third-party bill payment service and will not match with your check numbers.

Example: Assume you establish a bill pay payment for a utility bill in the amount of \$100 and request payment of the bill on Tuesday. The bill payment service sends the payment by check with a check sequence number of 4555; also, we receive checks written by you, one for \$250 with a check number of 1001; and one for \$500 with a check number of 1002. Under our system, the checks are paid from your account in the following sequence; check number 1001, check number 1002 and finally check number 4555.

PAPER CHECKS ONLY: The order described above applies only to actual paper checks or substitute checks (paper checks converted to digital image). It does not necessarily apply to other payment methods, such as Automated Clearing House (ACH) debits, ATM withdrawals, and Point of Sale debit card transactions. These items are paid in the order they are presented to us.

Understanding Current vs. Available Balance

What is a **Credit**?

A Credit is a transaction that adds money to your account including, but not limited to, teller deposits, ATM deposits, online and mobile deposits, direct deposits or merchant reimbursements. Credit transactions are subject to our Funds Availability Policy Disclosure and may not be included in your Available Balance immediately.

What is a **Debit**?

A Debit is a transaction that subtracts money from your account including, but not limited to, one-time and recurring debit card transactions, ATM withdrawals, check payments, ACH payments or account fees.

What is a **Hold**?

A Hold means some of your money is temporarily unavailable, such as following a debit card purchase or check deposit. Holds allow the bank to keep a representative balance of what you have available to spend and protect your account from errors and fraud. The bank may place other Holds on your funds including, but not limited to, when the funds are held as collateral for another account, or we suspect a transaction may be fraudulent, in accordance with our Funds Availability Policy.

What does **Posted** to my account mean?

Posted means that a Debit or Credit transaction has been fully processed and is no longer pending. At this point, the transaction is reflected in your account's Current Balance.

What is **Current Balance**?

Your Current Balance is your previous-day ending balance determined during nightly processing, plus Credits and less Debits that have Posted to your account. Your periodic account statement includes your Current Balance after each transaction.

What is **Available Balance**?

Your Available Balance is your Current Balance reduced by Holds on your account. **Your Available Balance is the balance we use to authorize debit card transactions and real-time payments and, effective June 30, 2025, make Pay/Return decisions on check and ACH transactions.** If you do not have enough money in your Available Balance, we may decline the transaction or opt to return the transaction, as applicable. If you have opted into everyday debit card coverage, we may, at our discretion, authorize and pay certain one-time debit card transactions even when your Available Balance is not sufficient to pay the transaction. We do not guarantee the authorization or posting of transactions that will overdraw your account.

What are some examples of when my **Available Balance** will be different from my **Current Balance**?

- You have a \$100 Current Balance and we authorize a one-time debit card transaction of \$50. Your Current Balance will be \$100 and your Available Balance will be \$50.
- You have a \$100 Current Balance and deposit a check from a friend in the amount of \$525. Per the Funds Availability Policy, \$225 will be available the same business day and the remaining \$300 will be available the next business day. On the day you deposit the check, your Current Balance will be \$625 and your Available Balance will be \$325. The remaining \$300 will become available the following business day and show in your Available Balance at that time.
- You have a \$100 Current Balance and a merchant authorizes a debit card reimbursement of \$50. Your Current Balance will be \$100 and your Available Balance will be \$150.

Remember — If you write a check, have a planned withdrawal or a pre-authorized scheduled withdrawal, those transactions will not show in your Current Balance or Available Balance until they Post to your account. The most accurate way to know how much money you have available is to keep a register that includes all your expenditures, even those that have not been sent to the bank for payment.

When will **overdraft fees** be assessed?

We may assess overdraft fees whenever your Current Balance is overdrawn. Overdraft fees will be deducted from your account the next business day after a transaction has overdrawn your account. For personal accounts, the maximum number of overdraft fees you may be charged on a single business day is five. As a courtesy to our personal account holders, no overdraft fees will be charged when a personal account's Current Balance is overdrawn by \$10 or less after all items have Posted.

How will I be notified that I have overdrawn my account?

As a courtesy, we will send you an **overdraft notice** whenever transactions Post to your account and the resulting Available Balance is negative. The overdraft notice will show any applicable overdraft fees that were assessed to your

account as explained above. As a reminder, you can always see your Available Balance and Current Balance in Online and Mobile Banking.

What are some examples of when I might receive an overdraft fee?

- Your Current Balance and Available Balance are both \$50. If you have a check or ACH withdrawal Post to your account for \$70, you will incur an overdraft fee, which will appear on your account the next business day. This is because your Current Balance at the end of the day was overdrawn by \$20. **We may choose to return the check or ACH withdrawal for insufficient funds due to your Available Balance being overdrawn by \$20.**
- Your Current Balance and Available Balance are both \$30. You have opted in to everyday debit card coverage. If you pay with your debit card at a restaurant and the bill is \$45, your transaction might be approved. If your transaction is approved and Posts to your account on the same day, you will incur an overdraft fee, which will appear on your account the next business day. This is because your Current Balance at the end of the day was overdrawn by \$15. **Once a debit card transaction is authorized, we must pay the item, regardless of the balance on your account.**
- Your Current Balance is \$100 and Available Balance is \$25, pending a debit card transaction of \$75. If a check or ACH utility payment Posts to your account for \$125 you will incur an overdraft fee, which will appear on your account the next business day. This is because your Current Balance at the end of the day was overdrawn by \$25. **We may choose to return the check or ACH payment for insufficient funds due to your Available Balance being overdrawn by \$100.**
- Your Current Balance is \$200 and Available Balance is \$100, pending a debit card transaction of \$100. If you have a check or ACH withdrawal Post to your account for \$150 you will not incur an overdraft fee. This is because your Current Balance at the end of the day was \$50. **We may choose to return the check or ACH payment for insufficient funds due to your Available Balance being overdrawn by \$50.**

Electronic Delivery of Bank Statements Agreement

1. **Welcome!** Welcome to Northwest's Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy, convenient and efficient way to receive your periodic Bank Statements and Important Notices online. By accepting this service, you will be able to view statements and notices online for eligible Loan and Deposit Accounts that currently receive monthly paper statements. By choosing the online only statement delivery method, you are requesting Northwest to deliver periodic statements and Important Notices online for one or more eligible accounts selected now or in the future by you.
2. **Your Consent.** For the Bank to begin providing your Bank Statements and Important Notices to you electronically, we need your consent. Please review the information below prior to giving your consent. To provide consent, you must be an owner of the account and have the consent of the multiple owners of the account, if any, to receive the Bank Statements and Important Notices electronically. By agreeing to have your Bank Statements and Important Notices provided electronically, you also agree to notify Northwest immediately of any errors or complications relating to your electronic receipt or access of your Bank Statements and Important Notices. This can be done by telephone, fax or email to info@northwest.com. The only notice that you will receive advising you that Electronic Records have been posted to the Website will be by email, sent to the single, specific email address selected and confirmed by you. This Alert Notice will be the only notice you will receive and no other notice will be sent. Any and all Alert Notices sent by Northwest to your designated email address will constitute sufficient and effective delivery and notice to you and all owners of information contained in your Electronic Records whether or not you access or review the Alert Notice, Website or specific Electronic Record, and shall be deemed to have been delivered to you personally, whether actual received or not. You agree to maintain access to the Website in a manner that gives you continuous ability to access, review, download and print your Electronic Records and to receive and access all Alert Notices to you at the designated email address. If your email address changes, you also agree to update your notification email address through the "Manage Preferences" link in eStatements.
3. **Check Safekeeping.** For accounts with check access, once the online delivery service has been selected, you will no longer receive a paper copy of your paid and canceled checks, sometimes referred to as Check Safekeeping. Northwest has no obligation to store the original of any canceled check. Canceled checks and other items will be deemed received on the day the relevant statement is made available to you online. You agree that our account statements provide sufficient information to determine the authenticity of all your transactions, including whether any are forged, altered or unauthorized. Whether or not you receive your original canceled checks does not waive your responsibility to examine your account statement and report any error or discrepancies in accordance with applicable law and the Account Disclosures. You may request Northwest to provide a copy of your canceled checks, subject to any research or check copy fees, as provided in the Account Disclosures.
4. **Your rights/options to receive a disclosure in paper form.** If you elect to receive your Bank Statements and Important Notices through electronic delivery, Northwest will no longer send you your

periodic statements through the mail. By agreeing to this Consent and Agreement below, you are giving Northwest your consent. Northwest is then authorized to electronically provide to you your periodic Bank Statements and any other important notices or disclosures that Northwest might send to you with your Bank Statements. Examples of Important Notices that may be delivered online include, without limitation, Change of Terms notices, privacy statements, service notifications, and legally required notices under one or more of the following: Equal Credit Opportunity Act and Regulation B, Uniform Commercial Code, Electronic Fund Transfer Act and Regulation E, Truth in Lending Act and Regulation Z, Expedited Funds Availability Act and Regulation CC, Truth in Savings Act and Regulation DD, Interest on Deposit and NOW Account Provisions, Federal Deposit Insurance Act, Internal Revenue Code, Fair Credit Billing Act and Fair Credit Reporting Act.

5. **The right to withdraw consent to have records provided electronically.** To discontinue this electronic delivery service, you may unenroll your accounts individually through the "Manage Preferences" link with eStatements; you may request discontinuance of the service by calling any of our offices or Northwest Direct at 1-877-672-5678 Option 2; or you may email your request to Northwest at info@northwest.com. Requests submitted via email must be from the email address currently attached to your Online banking profile. It may take up to five (5) days for Northwest to implement your request, and after such time you will begin receiving paper statements with the next periodic statement cycle for your account. Statements previously provided to you online will not be mailed to you upon termination. If you choose to stop online only statement delivery for accounts, paper statements will be provided in the future and your account may be subject to certain other provisions, including a fee(s), as set forth in the rules applicable to such account.
6. **Hardware and software requirements for access and retention of the electronic information.** The hardware and software requirements to enable you to receive and retain your Bank Statements and Important Notices electronically are: First, the same terms apply with respect to electronically delivered Bank Statements and Important Notices as for those delivered in paper form. The deposit agreements and disclosures that you have previously entered into with or received from Northwest also remain in effect. Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. Microsoft Internet Explorer version 4.0 and higher, as well as the latest versions of Mozilla Firefox and Apple Safari all support 128-bit encryption. The latest versions of each browser may be obtained for free at each product's respective Website. Also, to view your Bank Statements and Important Notices in PDF format, you will need Adobe Acrobat Reader 3.0 or greater. This product is available for free at <http://www.adobe.com>. We will store your Bank Statements and Important Notices electronically for at least 90 days from the date of delivery. You may print or download your Bank Statements and Important Notices to retain copies of them. If the hardware or software requirements to access and retain electronic statements change, we will notify you of the change.
7. **Privacy.** Our privacy policy, which has been previously provided to you and is available at all office locations, will apply to this service and the policy is incorporated into and made part of this Consent and Agreement. You must have a unique user ID, password and confirmation code to access your Bank Statements and Important Notices through our Online Banking Service.
8. **Service availability.** Northwest may change, suspend or eliminate all or any aspect of this delivery service upon notice to you. The level of importance will determine the delivery of notification.
9. **Security.** To access your Bank Statements and Important Notices, you will be required to access Northwest's Online Banking Website. This requires a unique user ID, password and confirmation code. You must maintain a valid email address. To protect the security of your banking information, you must not disclose or share your password and confirmation code with any third party. In addition, your Bank Statements and Important Notices will NOT be forwarded to you through email. You will be notified by email that they are available for you to access on the Bank's server through Northwest's Online Banking Website.
10. **NO WARRANTY FOR CONTINUOUS OR INTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS AND IMPORTANT NOTICES THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS OR IMPORTANT NOTICES, YOU CAN CALL NORTHWEST DIRECT AT 1-877-672-5678 OPTION 4 AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS AND IMPORTANT NOTICES TO YOU.
11. **LIMIT OF LIABILITY.** YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE

FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS, TO THE EXTENT WE MAY HAVE BREACHED ANY TERMS OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR NOT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

12. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by email to info@northwest.com or regular mail to Northwest Bank, Attn: Online Banking Services, 100 Liberty Street, P. O. Box 128, Warren, PA 16365. We may notify you by sending notice to your email address or by mailing you notice by U. S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by U. S. mail as provided in this paragraph will be deemed delivered and received five days after the date of mailing.
13. **Arbitration.** You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in Warren, Pennsylvania, the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.
14. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the Commonwealth of Pennsylvania. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city of Warren, Pennsylvania.

Overdraft Protection Agreement

I/We, the owner(s) of the Protecting Account(s), agree to continue overdraft protection as previously elected by me at JSSB and/or Luzerne Bank, subject to the approval of Northwest Bank and the terms contained herein. When transactions are presented for payment which would overdraw the Protected Account, NORTHWEST will automatically transfer the funds or credit from the Protecting Account(s) as follows:

- A. NORTHWEST will pay transactions drawn on the Protected Account per the Deposit Account Agreement.
- B. If during the day, or during nightly processing after all credits have been applied, the Available Balance of your account is negative, NORTHWEST will automatically transfer to the Protected Account an amount sufficient to pay all transactions and/or additional fees creating the overdraft, first from the funds or credit available in Protecting Account 1, and if an overdraft still exists, from funds or credit available in Protecting Account 2, and so on. AS NOTED ABOVE, AN ACCOUNT FEE MAY TRIGGER AN AUTOMATIC TRANSFER OF FUNDS TO YOUR PROTECTED ACCOUNT.
- C. If the Protecting Account is a Line of Credit Account, the amount transferred will be made in accordance with your Line of Credit Agreement, there is not Overdraft Protection Transfer Fee, however any applicable interest charges and/or fees will apply.
- D. If the Protecting Account is a Deposit Account, there is no Overdraft Protection Transfer Fee.
- E. NORTHWEST shall not be obligated to transfer funds to the Protected Account if such transfer will exceed the funds or credit available in the Protecting Account(s) as designated and determined by the agreement(s) which governs the Protecting Account(s).

I/We understand that if any Protecting Account is a Line of Credit Account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the applicable line of credit agreement including all rules, fees and other disclosures made with the agreement. Any transactions from the Protected Account that are returned will be subject to NORTHWEST's regular returned item or overdraft charge.

I/We understand that if any Protecting Account is a savings or money market deposit account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the applicable Account Agreements for Checking and Savings Accounts and NORTHWEST's Additional Account Fees, along with any other disclosures provided in connection with these accounts. I/We understand that transfers made from any savings or money market deposit accounts are subject to the transaction limitations set forth in the applicable Account Agreement for Checking or Savings and NORTHWEST reserves the right to refuse a transfer if I/we have exceeded these transaction limitations. Any transactions from the Protected Account that are returned will be subject to NORTHWEST's regular returned item or overdraft charge.

NORTHWEST may amend this agreement with 30 days' notice.

This authorization may be terminated at any time by NORTHWEST upon notice to me/us and I/we understand that it will terminate automatically, without notice, if all Protecting Accounts are closed. If any Protecting Account is a Line of Credit Account, then this authorization with respect to such account may not be terminated by NORTHWEST except in accordance with my/our Line of Credit Agreement.

Upon termination of this Agreement or closure of accounts, I/we understand that I/we will still be liable for any fees, or other items associated with this Agreement, that are outstanding at the time of termination or account closure.

I/We understand that if there is a conflict between this Agreement and verbal information furnished to me/us by an employee or officer of the Bank, this Agreement will prevail.

Business Cardholder Agreement

The account holder(s) (the "Business" or "you"), in consideration of Northwest Bank (the "Bank," "we" or "us") issuing to a Debit Card to authorized users designated by the Business, hereby agrees to be legally bound by the following terms and conditions.

1. Accounts and Uses of Debit Cards.

- (a) The Business has the account(s) with the Bank set forth on your application form. The Business hereby requests that the Bank issue one or more Debit Cards to be used in connection with such accounts as described in this Agreement to the persons identified on the "Business Signature Document". Each such person is referred to in this agreement as an "Authorized User." Each Authorized User may use Debit Cards for the following purposes: (a) deposits at Northwest ATMs, (b) cash withdrawals, (c) point-of-sale purchase transactions, (d) transfers between accounts of the Business, (e) any other purposes which Bank allows in the future subject to the permissions specified with respect to each Authorized User in the "Debit Card Maintenance Requests".
- (b) Authorized Users may use the Debit Card at any retail establishment ("Merchant") where Debit Cards are accepted, to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). We will not make cash refunds or any other refund on Purchases. We also will not be liable if a Merchant refuses to honor your Debit Card. You must handle any claim or defense for a purchase directly with the Merchant or other business establishment that accepted or refused to accept your Debit Card. You may not assert disputes you may have with a Merchant against us, as, for example, when you believe that the goods or services paid for with the Debit Card were defective, not delivered or not as promised. Any such dispute is solely between you and the Merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any Merchant credit vouchers for returns or adjustments will be credited to your designated Account when received by us.
- (c) The uses of the Debit Card described in this Agreement shall be subject to the rules and regulations for each account which is accessed by such card.
- (d) Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or if you are issued a new Account number. If we issue a new debit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. Some merchants use the Visa Account Updater Service that allows them to automatically receive new debit card number associated with your Account. Not all merchants subscribe to this service. You may opt-out of the Visa Account Updater Service by contacting the Northwest 1-800-672-5678. Opt-out of the Visa Account Updater Service does not preclude Northwest from providing new Account or debit card numbers to merchants by other means.
- (e) Debit Card transaction(s) are authorized based on the available balance of your account at the time the debit card transaction is initiated. Once the Debit Card transaction(s) is settled by merchant, which may not happen immediately, the Debit Card transaction(s) is posted to your account and funds are deducted or credited. Refer to the Business Additional Account Fee Schedule for information regarding your account when you do not have funds available for your Debit Card Transaction(s).

2. Use of Personal Identification Number ("PIN") with Debit Card. The PIN used with respect to each Debit Card issued to an Authorized User shall be deemed to be the signature of a duly authorized officer or agent of the Business. Each PIN associated with a card issued to Authorized Users is an identification code that is personal and confidential and that the use of the PIN with the Debit Card is a security method intended to maintain the security of the account(s). The Business acknowledges that the purpose of such security procedure is for verification of authenticity. The security procedure is not for the purpose of detection of errors. The Bank and the Business have not agreed on any procedure for the detection of errors in content or transmission, such errors being the sole responsibility of the Business. The Business and Authorized Users acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances. The Business represents that each Authorized User has proper authority, supervision and security safeguards.

3. Liability for Unauthorized Transactions. The Business is responsible and liable for all transactions made through the use of Debit Cards issued to Authorized Users. All such transactions are subject to all applicable agreements, rules and regulations of the Bank relating to the type of account(s) on which card use is authorized now or in the future, as such

agreements, rules and regulations are now in effect or as they may hereafter be amended, modified, or adopted. Only Authorized Users may be holders of cards. The Business authorizes the Bank to charge its account(s) for all transactions resulting from the use (including any use after any card is returned to the Bank) of the cards issued to its Authorized Users and assumes all responsibility and liability for all such card use. The Business agrees to indemnify the Bank and hold the Bank harmless from any and all losses, liabilities, claims from any party, damages and expenses (including legal fees and expenses) arising from or relating to the issuance of any card or the use of any card by an Authorized User or any other person. The Business will require Authorized Users to comply with the provisions of this Agreement and all other aforementioned agreements, regulations and rules, and guarantees that they will do so. The Business agrees to take reasonable steps to maintain the confidentiality of the security procedures, PINs, cards, security devices and related instructions provided by the Bank in connection with the security procedures described herein. Bank assumes no duty to discover any breach of security by Business or Authorized Users or the unauthorized disclosures or use of a PIN. Any person provided with a card and a PIN by the Business or any Authorized User shall be deemed authorized to use such device and the Business shall be liable therefore.

4. How to Notify the Bank of Potential Unauthorized Access to Cards or PINs.

If the Business has reasonable cause to believe that any Debit Card has been or may be accessed by unauthorized persons, the Business shall notify the Bank immediately, by phoning 1-800-523-4175, and by confirming such information in writing to the Bank at: Northwest Bank, Liberty St., P.O. Box 128, Warren, PA 16365. Upon receiving notice, the Bank will use its best efforts to deactivate the subject cards. Unauthorized transfers will not affect the validity of transfers made in good faith by the Bank prior to receipt of such notification, and the Bank shall not be liable for any such transfers.

5. Charges.

- The Business agrees to pay the charges or transaction fees which are charged by the Bank for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.
- Purchases and cash withdrawals made in a foreign country and foreign currencies using your Cards will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with operating regulations relating to the applicable network and other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. The Bank does not have any control over the conversion rate or any conversion fee that may be charged by a Card association.
- Additional surcharge or convenience fees may be charged to, and deducted from, your account if you use an ATM owned or operated by someone other than Bank, as well as by any national, regional or local network utilized to effect the transaction. These surcharges or convenience fees are paid to these persons and are beyond the Bank's control.

6. Deposits and Payments. When a deposit or a payment is made at a Northwest ATM, the Bank has the right, but not the obligation, to verify the deposit or payment before making funds available or crediting such payment. If the Business delivers cash, checks or other items to a Northwest ATM, the funds from such deposit may not be available for immediate withdrawal and the availability of such deposit shall depend on the Bank's rules and regulations regarding the particular account in which the deposit is made, the items that being deposited. You also recognize that deposits and payments may only be made at an ATM owned and operated by the Bank and the Bank may impose limits on the amount of deposits and payments that can be made at an ATM.

7. Liability. The Business shall be liable under the terms of this Agreement and the agreement for such account. You will be liable for any debit balance in your accounts, including without limitation overdrafts and account charges, whether or not the debit balance was caused by use of a Debit Card, and promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collections, including but not limited to those incurred at trial and on any appeal. You agree that if you make deposits or payments to your account(s) with items other than cash (checks, drafts or other items) and the Bank makes funds available to you from such deposits prior to their collection, the Bank may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay to the Bank any amounts of such funds which are not collected. If you owe us money, we can, to the extent allowed by law, use the money from any and all of your accounts with us to pay the debt. If we exercise this right, we will notify you promptly and inform you of the amount we have taken from your account.

8. Bank's Liability for Failure to Make Payments or Transfers. The Bank shall not be liable for failing to process or complete an electronic banking transaction to or from one of the Business's accounts unless you prove the failure was caused by our willful misconduct or gross negligence and caused you actual harm. In no event, will we be liable for not processing a payment or transfer:

- If through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are subject to legal process (e.g., levies, liens, etc.) or another type of restriction on transfer.
- If the ATM where you are making a transfer and/or withdrawal is out of service and/or not able to dispense cash.
- If circumstances such as flood, fire, power failure or other causes beyond our control prevent the transfer.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If we have not received the deposit from the original source.
- If we have not received proper authorization and notice.
- If the merchant or financial institution fails to accept the Debit Card.
- If your Debit Card and/or PIN has been reported lost or stolen and you have reported it to us, or we have canceled your PIN and/or your Debit Card, and other electronic banking service.
- If the U.S. Postal Service causes delay.
- If we have reason to believe that you or someone else is using the ATM, POS Transaction terminal or other electronic banking service for fraudulent or illegal purposes.

There may be other exceptions stated in our applicable agreements, rules and regulations.

9. Amendment of this Agreement. You agree that from time to time the Bank may amend or change the terms of this Agreement including amendments or changes to add further Debit Card services or to amend or change the charges for these services. The Bank may do so by notifying you in writing of such amendments or changes and your use of the Debit Card after the effective date of any such amendment or change shall constitute your acceptance of an agreement to such amendment or change.

10. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, texting a message to a mobile telephone number that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices such as notice and receipt of transfers as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notices by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us at Northwest Bank, Bill Payment Services, 800 State St, 2nd Floor, Erie PA 16501. We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

11. Termination of Service; Ownership. We may at any time, at our sole discretion, limit, suspend or modify the electronic funds transfer services we provide, including those that can be accessed through your Debit Card, and may at any time revoke the Debit Card or terminate your Debit Card services. In the event that we take such action, we will notify you in writing within 30 days of the date we have taken such action. So long as this Agreement is in effect, you agree to maintain with us at least one business checking account to which your Debit Card provides access. Termination of this Agreement does not terminate the account(s) that the Debit Card accesses, but the closing of the last such business checking account will terminate this Agreement simultaneously. You agree that the Debit Card is the Bank's property and you will surrender it to the Bank upon the Bank's request. You agree that the Debit Card is non-transferable.

12. Miscellaneous Covenants and Acknowledgements.

- You warrant and agree that the Debit Cards are going to be used only for business purposes and shall not be used for personal, household or family purposes.
- Business Accounts are considered non-personal accounts by the Bank, and are not afforded protection under the Electronic Funds Transfer Act.
- You agree to assist the Bank in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by the Bank.
- You agree to notify the Bank promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf.
- You agree to be solely responsible for the use of the Debit Card and any transactions performed using the Debit Card, whether or not you have authorized its use.

13. Limitations on the Use of The Bank's Northwest Debit Card. Certain limits on the amounts which may be withdrawn each day from your account(s) at ATMs or Merchant (Point-of-Sale (POS) terminals that the Bank informs you are available for your use. All transactions are subject to the availability of the funds in your account(s).

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 income
- Account balances and transaction history
- Credit history and investment experience

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Northwest chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Northwest share?	Can you limit the 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	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call 1-877-672-5678 (Option 4) or visit a Financial Center.

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Financial institutions, like Northwest, are required by law to deliver an annual privacy notice to you. If you have elected to opt out of information sharing in the past, your request is still being honored. You do not need to notify us again.

Questions?

Call 1-877-672-5678 (Option 4) or go to <https://www.northwest.bank/privacy-policy/>

Who we are	
Who is providing this notice?	This notice is provided by Northwest Bank and Northwest Investment Services. These financial institutions offer banking, investment, private wealth, insurance, and related services.
What we do	
How does Northwest 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. Northwest only allows its employees, authorized service providers and other parties as required or permitted by law to access your information.
How does Northwest collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ pay your bills or make deposits or withdrawals from your account ■ seek advice about your investments We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ 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. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Our affiliates include companies with the Northwest Bank owned trade, logo and/or service marks.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Nonaffiliates we share with can include companies such as mortgage companies, insurance companies, brokerage services, credit card and debit card processing companies.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include companies that provide financial products or services.</i>

Other important information	
State privacy laws	You may have other privacy protections under state law. We will comply with applicable state laws with respect to our information practices. For example, if you are a California or Vermont Resident , we will automatically limit sharing your information with affiliates and nonaffiliates or for joint marketing with other financial institutions, unless permitted by law or if you give us authorization. Nevada Residents Only This notice is provided to you pursuant to state law. To stop marketing calls from us follow the directions in the section "To limit our sharing" to be placed on the Northwest do not call list. Nevada law also requires that we provide you with the following contact information: Office of the Nevada Attorney General; Bureau of Consumer Protection; 100 N. Carson Street, Carson City, NV 89703; telephone: 1-702-486-3132; email: aginfo@ag.nv.gov; Northwest Bank, Attn: Product Support, P.O. Box 128, Warren, PA 16365.
Telephone calls and text messages	If, at any time, you provide Northwest or its affiliates contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to Northwest to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any Northwest personal account(s) and business account(s) for which you are an authorized signer, guarantor or designated person(s), but not to market to you through unsolicited automatic telephone dialing system(s) or autodialer(s). You consent that all telephone communications with us (or our Authorized Agents), may be monitored or recorded in accordance with applicable laws.
Emails	By providing your email address, you consent to receive electronic mail from Northwest.

WE'RE SERVING YOUR AREA

151 full-service financial centers and 8 drive-up locations across 4 states.

As a Northwest Bank customer, you'll have access to our entire network of full-service financial centers and drive-up locations throughout Pennsylvania, New York, Ohio and Indiana.

Office hours vary by location and may change after the conversion. Beginning July 28, visit any financial center or northwest.com/locations for details.

Altoona

503 East Plank Road
814-626-7268

Bellefonte

1127 Zion Road
814-353-1222

Centre Hall

104 Winfield Drive
814-364-2116

Dallas

509 Main Street
570-674-5442
4040 Memorial Highway
570-674-1503

Danville

150 Continental Boulevard
570-271-1700

Duboistown

2675 Euclid Avenue
570-326-3731

Forty Fort

1320 Wyoming Avenue
570-237-3001

Hazleton

10 Dessen Drive
570-450-7200

Jersey Shore

115 S. Main Street
570-398-2213

112 Bridge Street
570-398-4400

Lewisburg

550 North Derr Drive
570-523-8989

Lock Haven

4 West Main Street
570-893-8290

Loyalsock

1720 East Third Street
570-320-2003

Luzerne

118 Main Street
570-288-4511

Mansfield

50 South Main Street
570-662-2131

Mill Hall

173 Hogan Boulevard
570-748-8680

Montgomery

9094 State Route 405
570-547-6642

Montoursville

820 Broad Street
570-368-1200

Muncy

44 Muncy Creek Boulevard
570-308-3602

Pittston

285 South Main Street
570-299-2742

State College

1767 North Atherton Street
814-237-2650
2200 South Atherton Street
814-234-4234

Sugarloaf

669 State Rte 93 Hwy Ste 5
570-708-6007

Wellsboro

61 Main Street
570-724-2621

Wilkes-Barre

924 Wilkes-Barre Twp Blvd
570-822-4211

Williamsport

300 Market Street
570-322-1111