



Business Deposit Accounts Terms and Conditions Agreement

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THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION.

PLEASE CAREFULLY READ THE ARBITRATION PROVISION LOCATED ON PAGES [25]

Introduction

This Business Deposit Accounts Terms and Conditions Agreement contains terms and conditions related to your business deposit account with Provident Bank. In addition to general terms and conditions, this Agreement contains several specified disclosures and policies, including Provident Bank's Funds Availability Policy. You may also receive separately several other disclosures and schedules containing terms and conditions relating to your Account—for example, a Business/Treasury Accounts and Service Fees schedules. This Agreement, along with all other disclosures, policies, or schedules provided to you regarding your account, as updated from time to time, provide all the terms and conditions that govern your Account. If this Agreement or any of the disclosures, policies, or schedules provided to you regarding your Account are inconsistent with each other, the document that is more specific will control with respect to the inconsistency.

Please carefully read this Agreement and all other disclosures, policies, and schedules related to your Account and keep them for future reference. You may request a copy of this Agreement or any other disclosure, policy, or schedule regarding your Account at any time by contacting Provident Bank.

Defined Terms

“Account” means the account you have opened with us for business purposes. You agree that the account is not held or maintained for personal, family, or household purposes and that you will not use the account for those purposes. Examples include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan, or a governmental unit including a Native American tribal entity.

“ACH” means an electronic deposit to or withdrawal from your Account, such as a directly deposited payroll check or a bill payment, sent to us or by us through the Automated Clearing House network.

“Agreement” means this document, the signature card, and any other disclosures, policies, or schedules that we provide to you regarding your Account or any Account services.

“Authorized Signer” means a person who has your actual or apparent authority to transact business on your Account(s), whether or not such person has signed the signature card or other documentation for your Account(s). We may continue to recognize an Authorized Signer's authority until the Bank has received and had a reasonable time to act upon your written modification or revocation of it. See the “Authorized Signers” section of this agreement for additional terms and conditions.

“Bank,” “we,” and “us” mean Provident Bank.

“Business Day” means Monday through Friday, excluding Federal holidays.

“Check” means a written order to pay a specific amount of money drawn on, payable through, payable at or processed by a depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check. The term check includes, for example, personal checks, cashier's checks, and money orders.

“Item” means a check, ACH, funds transfer, wire transfer, ATM transaction, debit card purchase, fee, charge, or other amount that is added or subtracted from your account.

“Owner” means each person or entity who is an owner of an Account as indicated in our records.

“You” and “your” mean the owner(s) of the Account and anyone else with authority to deposit, withdraw, or exercise control over an Account, including but not limited to Authorized Signers.

Opening Your Account

You must complete and sign, written or electronically, our signature card when you open an Account. By signing the signature card for an Account, you acknowledge receipt of this Agreement and agree to the terms and conditions set forth in this Agreement, as amended from time to time.

Your Identification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In some instances, we may use outside sources to confirm the information you provide. We may obtain information from your consumer report to verify the information you have provided and to help determine if we should open your Account. In cases where the account ownership is assigned to more than one (1) individual or entity, the same conditions apply to all individuals regardless of the account ownership type.

You authorize us to request and obtain one or more credit or other reports about you from one or more 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 credit reporting agency for business purposes. Other reports we may obtain information from include the following: (a) motor vehicle departments, (b) other state agencies, or (c) public records.

Types of Accounts

Provident Bank offers numerous types of business deposit accounts. The availability of certain types of accounts may vary from time to time at our discretion and without notice as we introduce new products and discontinue others. This Agreement and any other applicable documents will continue to govern any open accounts even if Provident Bank no longer offers that type of account.

For a list of account types that we currently offer, please check online at Provident.Bank or contact one of our branches.

Types of Account Ownership

Depending on the account type, you may have multiple types of account ownership from which to choose. The account and ownership type you choose will determine the rights and liabilities you have as an Account owner and may also impact how funds are distributed from the Account in the event of your death. You may wish to consult your attorney when deciding what account and ownership type is right for you. We outline the terms of the various ownership types we offer below. The Bank's records establish your Account's ownership type, and you agree to all terms applicable to your Account's ownership type.

Corporate, Partnership, LLC, and Other Organizational Accounts

A corporate, partnership, LLC, or other organizational account is owned by the named organization, which acts through its authorized representatives. The governing body of the organization shall provide us with evidence of authorization, in a form and with content acceptable to us, telling us who is authorized to act on its behalf as an Authorized Signer. We will honor this authorization until we actually receive written notice of a change from the governing body and have had a reasonable time to act on it. We are not responsible for any transaction conducted by a previously authorized person if we have not actually received written notice from the governing body of the organization that the representative is no longer authorized to transact on its behalf.

Sole Proprietorship Accounts

A sole proprietorship account is owned solely by you as an individual doing business either under your own name or a trade name. If the Account is to be opened in a trade name you hereby warrant that instruments made payable to the business and deposited in the Account are and will be in fact payable to you as Owner. If any other persons become interested in the business as partners or if the business becomes incorporated, you agree to promptly notify us without delay. Upon receiving notice of your death, we will release the funds only to the personal representatives of your estate, except as otherwise permitted by law.

Fiduciary Accounts

A fiduciary account is opened or administered by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another person or entity, either through a public or private legal appointment. Examples of fiduciaries include an administrator, trustee, or receiver. With respect to all fiduciary accounts, we reserve the right to require such documents and authorizations we determine are necessary to verify the existence of a fiduciary relationship and the authority of the fiduciary. This applies at the time of account opening and at all times thereafter.

If you open a fiduciary account with us or add a fiduciary to an existing account, you agree that:

- We are not a trustee, nor are we acting in that capacity with respect to such account(s);

- We have no responsibility for ensuring compliance with the terms of any document creating the fiduciary relationship or alerting anyone to a breach of the terms of such document; and
- Any actions taken by a fiduciary are the sole responsibility of the owner(s) and fiduciary and we shall have no liability for any actions that exceed the authority of the fiduciary, including fraud.

Each owner and fiduciary further agree, jointly and severally, to indemnify and hold us harmless for any action, suit, lien, debt, obligation, costs, damages, liabilities, and judgments of any kind, nature, or amount, including any and all damages of any kind (whether consequential, special, punitive, compensatory, or otherwise), lost profits, interest, costs, expenses, fees, or attorney's fees, arising out of any cause of action, claim, demand or any other action related to the authority of or actions taken by a fiduciary with respect to a fiduciary account.

Debit Card

A Provident Business Debit Mastercard is available with most business checking accounts. If you have questions regarding your debit card or need to request one, please contact our Customer Care Center or visit your local branch.

Transactions processed using a Provident Business Debit MasterCard are governed by Provident Bank Cardholder Agreement for Business Accounts, incorporated into this Agreement by reference herein.

Authorized Signers

You may designate Authorized Signers to have access to and order transactions on a specific Account by providing us with authorization in a form acceptable to us. You hereby authorize each such person to conduct and perform any and all business or activity with respect to the Account, including but not limited to:

- Drawing and negotiating checks on your Account;
- Making withdrawals and deposits from and to your Account;
- Initiating or confirming electronic transfer services on your Account;
- Endorsing any checks or drafts payable to you for deposit to your Account;
- Receiving information or statements on your Account;
- Signing any document in connection with the Account;
- Initiating and cancelling stop payment orders; and
- Disposing of or dealing with the Account as your agent as freely and fully as you might do in person.

You further agree that Authorized Signers on an Account may act without the joinder of any other Authorized Signer with respect to all such matters. You hereby ratify every action that may be taken by any Authorized Signer in connection with the authority granted to Authorized Signer in this Agreement.

You agree that you may only revoke an Authorized Signer authority by providing us with a written statement revoking that authority. You agree that we may, in our sole discretion, revoke the authority of an Authorized Signer without prior notice to you.

Power of Attorney and Payment to Agents

You may be permitted to appoint someone to act for you as your agent or attorney-in-fact ("agent") under a power of attorney for certain types of business accounts. Please note that the power of attorney form must comply with relevant legal requirements and be satisfactory to us in our sole discretion. Unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

Upon acceptance of a power of attorney form that we believe was executed by you, we will act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe to be valid and in effect.

We may pay any funds deposited in your Account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require your agent to present the original form and refuse to act on a copy. In some cases, we may require that your agent confirms in an affidavit that the power of attorney has not been revoked or terminated or that you register the power of attorney with the appropriate recording authorities. We may restrict the types or amounts of

transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on or otherwise make changes to your Account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent's authority continues in spite of your incapacity.

Sub-Accounts

For accounting purposes, certain checking accounts consist of two sub-accounts: (i) a transaction checking sub-account where all deposits, withdrawals and fees are posted, and (ii) a savings holding sub-account. If your account operates in this manner, although you cannot directly access the savings holding sub-account, you agree that we may automatically and unilaterally initiate individual transfers of funds between sub-accounts from time to time at no cost to you in order to meet your transactional needs. Both sub-accounts are generally treated as a single account with respect to, for example, your deposits and withdrawals, earning interest, access and information, tax reporting, and fees.

Bank-initiated Conversion or Closure of Account

We may convert your Account to another product offered by us at any time by giving you notice that your Account will be changed to another product on a specified date. You may close your Account prior to the date specified in the notice; otherwise, your Account will be changed to the other product on the specified date. If your Account is a time account, the change will not occur before the next maturity date of your Account.

Additionally, we may convert your Account to another type of account, revoke privileges or close your Account based on our evaluation of how you use the Account. For example, we may take such action:

- if your Account frequently has debits against uncollected funds;
- if you use a business account for personal purposes;
- if we believe that you are not eligible to own your specific Account type; or
- when we consider it appropriate or necessary to do so.

If we discontinue your type of Account, we may convert your Account to another type of account. If we convert your Account, we will send you information about your new Account as required by law.

How to Access Your Account

You can access your Account and obtain information about other products and services available from Provident Bank:

- at our conveniently located branch offices and Provident-owned ATMs;
- through ProvidentConnect for Business Online Banking and our website Provident.Bank;
- through Provident Telephone Banking and Mobile Banking Services;
- through our Customer Care Center at 800.448.7768.

Making Deposits

Deposits may be made in person or by any other method the Bank makes available to you, such as ATMs (limited to Provident-owned ATMs), remote deposit capture ("RDC"), Business Mobile Deposits, automated clearing house ("ACH") transactions, and electronic fund transfers ("EFTs").

We are not responsible for deposits until the Bank actually receives the item(s), unless altered by mutual agreement between you and us where you have contracted for other services offered by the Bank such as our RDC service. In receiving any item(s) for deposit or collection, the Bank will process the item(s) in order to collect final payment. The Bank will not, however, become the owner of the item(s). In processing the item(s), the Bank will not be responsible beyond the exercise of ordinary care. All items are credited subject to the Bank's receipt of final payment of each item.

If the Bank receives any items payable to you with any endorsement missing, the Bank may endorse the item(s) and deposit it in your Account. Items will be handled in accordance with customary banking practices. In its sole discretion, the Bank may refuse to accept a deposit, limit the amount that may be deposited, return a deposit and/or may close an account. The availability of funds represented by checks deposited is governed by Federal Regulation CC and/or our

Funds Availability Policy, which is included in this Agreement.

If we accept an item for deposit to your Account or cash it, you are responsible for the item if there is a subsequent problem. Also:

- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposited funds unless you can prove our determination was erroneous.
- If your Account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- We may accept a check for deposit to your Account from anyone. We are not obligated to question the authority of the person making the deposit.
- We may refuse to accept for deposit to your Account checks payable to another person (i.e., double endorsed checks).
- In receiving checks for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- If you give us cash that we later determine to be counterfeit, we may charge your Account for the amount we determine to be counterfeit.
- You will not knowingly deposit checks to your Account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

We are not required to verify that items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash or accept for deposit an item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your Account for the amount of the item and a fee for handling the item and may also charge your Account should it become overdrawn due to the return of this item(s) and/or other items presented for payment. This may occur even if we previously made the funds available to you, or if this causes your Account to become overdrawn.

With the exception of certificate of deposit accounts, you may make unlimited deposits to your Account each month or statement period.

Cut-off Times and After-Hours Deposits

If you make a deposit before the relevant cut-off time on a business day, we will consider that day to be the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. The relevant cut-off time is determined by the method of deposit and are as follows:

- ATM: 7:00PM ET
- Mobile Banking Services: 5:00PM ET
- In Branch: Posted Closing Time of Branch

If you make a deposit after these cut-off times or on a day that is not a business day, we will consider the deposit to have been made on the next business day we are open.

Deposits of electronic items/images made through Provident Bank's Mobile Banking Services – Mobile Check Deposit must be accepted for processing before the day of deposit is determined.

Reimbursements, Overpayments, Reversals, and Errors

We may debit from your Account(s) amounts that we are required to reimburse the Federal government, any State government, or any other entity or person for any payment, including federal benefits payments, deposited into one of your Accounts. If funds to which you are not entitled are deposited to your Account by mistake or otherwise, we may deduct these funds from your Account. You also agree that the Account from which we deduct the funds may not be the same Account into which the funds were deposited. If there are not enough funds in your Account, we may overdraw your Account. If the funds were transferred from your Account, we may reverse the transfer. We can do this without giving you any prior notice or demand unless prohibited by law. We may also use any other legal remedy to recover the amount of your liability.

Check Endorsements

If you cash or deposit a check, we are legally entitled to a valid and unqualified endorsement from you, and you give us the irrevocable right to place that endorsement on the check. If you deposit a check without endorsing it, we may endorse it on your behalf or just treat it as if you had endorsed it. If someone else endorses a check to you, effectively transferring the check and its proceeds to you, we may require all endorser to verify or guarantee their endorsement,

or endorse it in our presence.

Also, you agree not to give us any check that you have endorsed “without recourse”. If you do, we can also place your unqualified endorsement on the check. We can also enforce against you any rights that an unqualified endorsement gives us. You will be liable for any losses or delays caused by a non-conforming endorsement or material that is on the back of a check when drawn that makes the Bank’s endorsement illegible. Endorsement on all items must be contained on the back of the check within 1 1/2 inches of the trailing edge of the check. You may identify the “trailing edge” of a check by viewing the check from the front; the trailing edge is the left edge of the check.

The Bank will not be liable to you because an item you deposit to your Account, or that is cashed by you, is returned after the time set by applicable law due to a delay caused by markings on the back of the item in the space reserved for the depository bank’s endorsement. You may be liable to the Bank for any loss or expense, including without limitation reasonable attorney’s fees, we incur due to markings on the back of the item in the space reserved for the depository bank’s endorsement.

Returned Items

As used in this Agreement, returned items are items that you deposit or that we cash for you (a “cashed” or “deposited item”) and includes items drawn on Provident Bank, as well as items drawn on other banks or financial institutions. You are responsible for returned items regardless of the reason for return of the item.

If a cashed or deposited item is returned to us unpaid at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your Account without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or automated clearing house rule. We may also deduct from your Account any interest you may have provisionally earned on the item. We may charge you a fee for each unpaid returned item, whether it was originally cashed or deposited to your Account, as listed in our Business Accounts and Service Fees schedule and a Treasury Accounts and Service Fees schedule (collectively, the “Business/Treasury Accounts and Services Fees schedules”). We may debit your Account for a returned item, whether it was originally cashed or deposited to your Account, at any time on or after the day it is returned to us by electronic, ACH or other means, or on the day we receive notice that the item is being returned to us – whichever is earlier, and charge a fee for each returned item as listed in our Business/Treasury Accounts and Services Fees schedules.

If an item deposited in your Account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears a forged or missing endorsement or should not have been paid for any reason, we may at our discretion charge the item against your Account or place a hold on the amount of that item against your Account until the claim is finally resolved. We may charge you a fee for each returned item as listed in our Business/Treasury Account and Services Fees schedules. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraw your Account and charge associated fees. We are not liable to you if there are insufficient funds to pay items you have issued and/or authorized because we withdrew funds from your Account or in any way restricted your access to funds due to a hold or debit to your Account in connection with a returned item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document (“IRD”), or an image instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send any unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive any right to notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we may telephone you and/or send you a written notice. We will send notice to you about returned checks of any amount.

Transfers Between Your Provident Accounts

You may transfer funds between your Accounts at this Bank by telephone, via ProvidentConnect for Business Online

Banking, via Provident Bank Mobile Banking Services, or by written instructions given to us. We may refuse any transfer request which is greater in number than the frequency permitted for your Account type, or which is for an amount greater or less than any transfer limitations.

Withdrawals

You (and/or Authorized Signers or Attorneys in Fact), are the only persons authorized to withdraw or transfer funds from your Account, unless our Account records clearly indicate otherwise. Withdrawals and transfers from your Account can be made in multiple ways based on your Account type, which may include, but are not limited to, an in-person withdrawal at one of our branches, by check or draft, by use of your ATM or debit card, by telephone, through ProvidentConnect for Business Online Banking, by wire transfer, through ACH, or through another type of electronic fund transfer.

A withdrawal is deemed to be made when it is posted to your Account. The day of posting may not be the day you initiated the withdrawal. We may refuse a withdrawal request if:

- the withdrawal would be paid from funds deposited to your Account but not yet available for withdrawal;
- the withdrawal is greater in number than the number and/or frequency permitted on your Account, including any limitations as to the number of checks you may issue;
- the withdrawal is for an amount greater or less than any withdrawal limitations applicable to your Account;
- any document or identification we require, or the law requires, in connection with the withdrawal has not been presented to us;
- we have received a court order or other legal document prohibiting the withdrawal(s);
- the law prohibits the withdrawal;
- there is a dispute concerning the Account;
- the Account owner(s) owes us money that is due and payable;
- the Account balance is security for a debt;
- an Account owner or a person we reasonably believe be an agent of an owner requests that we do not permit withdrawal(s);
- a problem occurs with our equipment; or
- such action is otherwise required by law.

We reserve the right to require withdrawals to be made only at the branch at which your Account is maintained. We may also place reasonable restrictions on a large cash withdrawal. These restrictions may include, without limitation, requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal.

We reserve the right at any time to require at least seven (7) days' written notice of an intended withdrawal from a savings or other interest-bearing Account.

Checking Account Withdrawals

With the exception of ATM, ACH, or EFT transactions, withdrawals from checking accounts may only be made by issuing a check in the form prescribed by the Bank or, when instructed by us to do so, by completing a withdrawal slip on a form prescribed by us. In the case of money market accounts, the withdrawal may also be made by use of a withdrawal slip in the form prescribed by the Bank. We may make other methods of conducting withdrawals available to you for your convenience.

We may also require reasonable identification to conduct a withdrawal via the cashing of a check, draft, or other instrument. The Bank will decide what identification is reasonable under the circumstances and such identification may be documentary or physical.

You agree to notify us promptly if any Account owner or Authorized Signer dies or becomes legally incompetent. The Bank may continue to honor checks, items, and instructions issued by the deceased/incompetent Account owner until: (a) we know of their death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence of any Account owner for up to ten (10) calendar days after their death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

Savings and CD Account Withdrawals

You may make a withdrawal from your savings and CD Accounts (partial redemption) by presenting a signed

withdrawal request on a form acceptable to the Bank. We reserve the right to require such documentation and authorization as we deem necessary or appropriate to determine that the person requesting or directing the withdrawal of funds from an account has the authority to withdraw such funds. You will hold us harmless for refusing to pay or release funds where the refusal is based on the failure to provide documents or authorization as required by us or if we suspect fraud and/or other unlawful acts. We reserve the right to require you to give seven days advance notice of your intention to make a withdrawal from a savings or CD account. Payment by the Bank without requiring the seven days advance notice will not constitute a waiver by the Bank of the right to require such notice.

Transfer and Withdrawal Frequency Limitations

There are generally no limits on the number of withdrawals or transfers from your checking, money market, or savings account. However, depending on the type of account, a fee may apply to transactions over a certain number. These limitations and fees are listed in the Business Accounts and Service/Treasury Fees schedules and are subject to change. Additionally, we prohibit the use of a savings account as the designated bill payment account when utilizing ProvidentConnect for Business Online Banking and Bill Payment Services.

Debit Card Limits

The table below sets forth the daily transaction limitations (“Daily Limits”) that apply when using your debit card:

DAILY LIMITS FOR PROVIDENT BUSINESS DEBIT MASTERCARD		
Transaction Type	Amount of Transactions	Number of Transactions
Total ATM Cash Withdrawals	\$1,010	5 transactions per calendar day
Total Purchases ¹	\$10,000 ²	30 transactions per calendar day
Total ATM Cash Withdrawals and Purchases ³	\$11,010	30 transactions per calendar day

¹Restricted to point-of-sale transactions using cardholder’s PIN.

² Daily Limits on the amount of debit card transactions include any fees assessed in connection with the transaction.

³ Total Cash Withdrawals and Purchases includes ATM withdrawals and point-of-sale purchase transactions combined.

Note: Individual cardholder limits may vary based upon internal considerations such as how and when your Account/debit card was issued and/or acquired by the Bank. For example, if your Account was acquired through a merger, the limits established by the prior bank may apply to your card.

Payments

You may direct the Bank to make a payment from any of your checking or money market Accounts by writing a check or from your savings or money market Accounts by presenting a signed withdrawal slip on the form prescribed by the Bank, or from either your checking, money market, or savings Account(s) by EFT (including a ProvidentConnect for Business Online Bill Payment transaction and Mobile Bill Pay as available/eligible) or by an ATM/debit card transaction.

You must maintain a sufficient available balance in your Account to cover any check that you write or other withdrawal that you authorize. Funds from an item deposited do not become “available” for withdrawal/payment until it has been finally paid to the Bank and availability may vary due to the manner in which the deposit was made (e.g., in-person, via ATM/online banking/mobile check deposit/ACH, or other means). We reserve the right to refuse to cash or honor any check, withdrawal or other payment order by you to a person who is not a depositor of the Bank who presents such item(s) in person at one of the Bank’s branches.

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

Payments to third parties from CD accounts are not permitted.

Check Handling

Check Processing and Limitations

We use an automated system to process checks. That means that we may not individually examine your items to determine if an item is properly completed, whether there are any restrictive legends on your items, or whether a check is post-dated or stale-dated. An example of a restrictive legend placed on a check is “must be presented within 90 days” or “not valid for more than \$1,000.” We are not required to honor any restrictive legend placed on a check you write unless we have agreed in writing in advance to the restriction.

We may refuse to accept paper checks that were not purchased from or approved by us. If you choose to purchase paper checks through other sources, you should ensure that we approve the paper check prior to use to avoid us refusing or rejecting the check.

A post-dated check is a check that is dated in the future. Unless you place a stop payment on a post-dated check and the check can be stopped, we may honor the post-dated check and charge your Account when the check is presented for payment.

A stale-dated check is a check that is more than six (6) months old based on the date of the check. While we are not obligated to, we may pay a stale-dated check presented for payment unless you place a stop payment on the check and the check can be stopped. We may also, at our option, dishonor the check and return it unpaid.

Checks Presented Over The Counter

Except to the extent we have otherwise agreed with you in writing, we may refuse to pay a check or other item drawn on your Account when the item is presented over the counter instead of being deposited into the payee’s account at another institution, or otherwise negotiated for payment through the check collection system.

Check Return and Copies

Although we do not, as a matter of course, return original paid checks or copies of canceled checks to you, you may request copies from us in any manner we allow from time to time.

Multiple Signatures

We are not required to comply with any multiple-signature requirement and you agree to waive any requirement of multiple signatures, even if you indicate at any time (whether expressly or not) that more than one signature is required.

Facsimile Signatures

Unless you make advance arrangements with us, we are not required to honor any facsimile, mechanical (including stamps) or computer-generated signature (each, a “Facsimile Signature”), but may do so in our sole discretion. If you make such advance arrangements with us, we will treat any check appearing to use your Facsimile Signature as if you had signed it. You must notify us immediately if you suspect your Facsimile Signature is being, or has been, misused.

Check Cashing

If someone who does not have an Account with us attempts to cash a check, draft or other instrument drawn on your Account at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us with reasonable identification which can include a fingerprint from the person presenting your check. Please plan accordingly.

Unpaid Items

If we decide not to pay a check or other item drawn on your Account, we may return the original, an image or a copy of the item or we may send an electronic notice of return and keep the original, image, or copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effects as if we had returned the original item.

Electronic Check Conversion and Similar Transactions

An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer. With these transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check or examine the signatures on the item. You agree that, to the extent that our processing of such items is consistent with general banking practices, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations occurring with such

transactions.

Stopping Payments on Checks and ACH Transactions

If you do not want us to pay a check written or a recurring ACH transaction on your Account, you may instruct us to stop a payment by contacting us either in person at one of our branches or by telephone and providing us with (a) your Account number; (b) the number, date, and amount of the item; and (c) the payee. Note that you will be charged a stop payment fee for each stop payment request. Please refer to the Business/Treasury Accounts and Service Fees schedules for details regarding the fee. We will send you a confirmation notice for all stop-payment orders not made in person to one of our branch office personnel.

You may stop payment on a check drawn or a recurring ACH transaction on your Account only if we have not accepted, certified, made final payment on, or otherwise become accountable for the item, except to the extent otherwise required by law. You may only stop payment on an official check if the item has been lost, stolen or destroyed.

You must provide us with accurate and complete information or your request may not be fulfilled in time. We must be given reasonable opportunity to act on any stop-payment order before it can be considered effective. The effectiveness of any stop-payment order is dependent upon timing between receipt of the stop-payment order and receipt of the item for payment. The Bank will stop payment on an item within a reasonable period of time from receipt of the applicable stop-payment order. A “reasonable period of time” means the item is not presented for payment until the second business day following the business day the stop-payment order is received.

Generally, if you instruct us to stop a payment, it will be effective for six (6) months but you must renew it if you want it to be effective after those six (6) months. However, an oral stop payment orders will lapse after 14 calendar days unless confirmed in writing within that period. You may cancel a stop payment at any time so long as you do so in enough time and in a manner that gives us a reasonable opportunity to act on such cancellation.

If you instruct us to stop a payment on an item and we stop payment but incur damages or expenses as a result, you will indemnify us for those damages and expenses, including attorneys' fees. You agree that we have all rights that you may have against the payee or holder of the item. Nevertheless, the payee or anyone holding the item may be entitled to enforce payment against you despite our stopping of the payment.

Wire and ACH Transactions

With respect to wire transfers, ACH, or similar transfers of funds, you agree to enter into and comply with our wire transfer (if applicable) agreement 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 provided even though that Account or bank number may identify a party different from the person or entity described by name in any transfer order. Unless otherwise agreed in writing, no payment order is accepted by us until we execute it.

Each payment order or cancellation of a payment order may be processed by use of the funds transfer system of the Federal Reserve Banks (“Fedwire”). Our rights and obligations, and yours, with respect to any payment order, any part of which is carried out using Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve banks. With respect to ACH transactions, you acknowledge that the transaction will be governed by the National Automated Clearing House Association (NACHA) Operating Rules and Guidelines, as well as by applicable law.

Each payment order, or cancellation of a payment order, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. You acknowledge that the Bank's right to reverse, adjust, stop payment, or delay posting of an executed payment order is subject to applicable laws, regulations, circulars and systems rules. We are not responsible for detecting any error by you contained in any payment order or other instruction sent to us.

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.

Posting Order, Insufficient Funds, and Uncollected Funds

This section describes how we process transactions presented for payment from your Account. Please note that exceptions may apply and that this process may change from time-to-time, without prior notice to you. Our processing order depends on a number of factors, including when a transaction occurs, whether it has already been authorized/approved in advance by us or represents final payment, the order in which it is presented, the amount of the transaction, and the type of transaction in question, among other variables.

The two basic types of transactions for your account are: (1) credits (deposits) to your account, and (2) debits (withdrawals or payments) from your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. We process items at the end of the Business Day in the following general order, which may not be in the order that you initiate the transactions or in the order that we receive them (some exceptions may apply):

Processing Order	Transaction Description	Processing Activity
1	All Deposits	Credited to your account on the business day of the deposit
2	Account Close-Out Transactions	Conducted upon account holder's request
	Overdraft Fees from the Previous Day	Processed to the account overnight processing
3	Wire Transfers	Posted to account in order conducted/requested
3/4	Withdrawals Conducted in Person at a Branch Location	Conducted upon account holder's request
4	Debit Transactions Processed by Us	Posted to account throughout the business day reducing available balance
	Returned Deposited Payments	Posted to account throughout the business day reducing available balance
	Internal Account to Account Transfers	Posted to account throughout the business day reducing available balance of the "transfer from" account and increasing available balance of the "transfer to" account in order conducted
	Online Banking Transfers	Posted to account throughout the business day reducing available balance of the "transfer from" account and increasing available balance of the "transfer to" account in order conducted
	Bill Pay Transactions	Posted in order conducted – see Online Banking agreement for additional details
5	ATM Withdrawals	Posted to account in low to high transaction amount order reducing available balance
	PIN-based Debit Card Transactions	Posted to account in low to high transaction amount order reducing available balance
	Signature-based Debit Card Transactions	Posted to account in low to high transaction amount order reducing available balance
	Pre-authorized Point of Sale Debit Transactions	Posted to account in low to high transaction amount order reducing available balance
6	Pre-authorized ACH Debit Transactions	Posted to account in low to high transaction amount

		order reducing available balance
	Other Electronic/ACH Debit Transactions	Posted to account in low to high transaction amount order reducing available balance
7	Non-Provident ATM Fees	Posted to account following associated transaction reducing available balance
	Unpaid Returned Item Fees from the Previous Day	Posted to account following associated transaction reducing available balance
8	Paper-based Checks or Drafts	In check/draft number order on the day presented for final payment
9	All Remaining Account Fees and Service Charges	Posted to account after transactions referenced above are processed and not already assessed reducing available balance
10	Interest Earned and Cash Back	Credited to your account on the last business day of your periodic statement after all other transactions for the day are processed

NOTE: Zelle® Transactions - If you have linked Zelle to your account, the transaction will process as an Other Electronic Transaction in the order outlined above.

Transactions received from merchants are processed when the merchant presents the transaction to use for final payment or settlement, based on the transaction type the merchant presents. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.

Your Account will reflect two types of balances: the Current Balance and the Available Balance. Your Current Balance is the balance in your Account after all transactions that have been fully processed and posted to your Account. Your Current Balance may include funds that are not yet available for withdrawal due to a deposit hold and does not include pending transactions, such as authorized debit card purchases that have not yet posted to your Account. Your periodic statement will reflect your Current Balance.

Your Available Balance is the amount of funds available for withdrawal or to pay transactions at a given time. Your Available Balance is generally calculated by taking your Current Balance and:

- Adding deposits and credits that are available for use;
- Subtracting pending debit card transactions, ATM withdrawals, and other authorized transactions;
- Subtracting deposit holds and other restrictions on funds availability; and
- Adjusting for other transactions that we know about but have not yet posted to your account.

Because the Available Balance includes pending transactions and holds, it may be less than your Current Balance. We generally use your Available Balance to determine whether sufficient funds are available to authorize and/or pay ATM withdrawals, debit card transactions, and other transactions. It is your responsibility to maintain a sufficient Available Balance to pay all transactions you make on your Account.

Overdrafts

An overdraft occurs when your Available Balance is not sufficient to cover a transaction, but we pay it anyway. We pay overdrafts at our sole discretion, which means we may or may not authorize or pay a transaction if the transaction amount exceeds your Available Balance. Even if we have paid overdraft transactions before, we are not required to do so in the future. If we choose to pay an overdraft, we may charge applicable fees for each item that overdraws your Account as stated in the Business/Treasury Accounts and Service Fees schedules, as updated from time to time.

It is your responsibility to ensure your Available Balance is sufficient to cover all transactions you make to avoid overdrafts on your Account. We will notify you when a transaction is paid that overdraws your account and an overdraft fee is assessed. If we pay an overdraft on your Account, the amount of any overdrafts plus applicable fees that you owe us shall be due and payable immediately. You authorize us to use the money from any subsequent deposits to your account (including, but not limited to, a direct deposit of Social Security or any other state or federal benefit payment) to pay the amount of any overdrafts and applicable fees. Failure to pay overdrafts and applicable fees may result in us closing your account and/or reporting you to consumer reporting agencies. Even if your account is closed and charged-off, we may continue to take all legal action to collect on the amount of any overdrafts. You agree to pay all costs and expenses, including attorney fees, we incur in collecting the amount of any overdraft on your Account.

We offer two options that may help you avoid overdrafts: (1) sweep account arrangement, and (2) overdraft line of credit. The overdraft sweep account arrangement allows you to link a deposit Account under common ownership to your checking Account. If your checking Account's Available Balance is insufficient to cover all items presented for payment, we will automatically transfer funds from your linked account to your checking Account. The amount of money transferred from your linked account may be the exact amount needed to cover the items presented for payment, or it may be more than the amount required to cover all items. You may only link one deposit Account to each of your checking Accounts to cover overdrafts. If your linked deposit account does not have sufficient funds to pay all items presented for payment in your checking Account, we will sweep all available funds without overdrawing the linked account. Items not covered by the swept amount will either be paid and result in an overdraft, or returned, at the Bank's discretion. If you would like to link a deposit Account to your checking Account to cover overdrafts, please contact your branch or Customer Care Center.

For information regarding an overdraft line of credit, please contact your branch or Customer Care Center.

Account Administration

Periodic Statements

We will send you a statement for your applicable checking, savings, and certificate of deposit (only when combined with statements provided for a checking or savings account) at the close of each statement period. We will do this: (i) by mailing the statements in paper form by regular U.S. mail to the most recent address we have on file for you; or (ii) posting the statement on ProvidentConnect for Business Online Banking if you have opted to receive your periodic statement electronically by way of an e-statement and/or the feature of your Account includes/requires e-statements. When we place the statements in the mail or on ProvidentConnect for Business Online Banking, they will be deemed delivered to you.

Combined Statements

Upon your request and/or authorization (or by the nature and design of specific account types), we will combine multiple account statements into one statement, including loan/credit line accounts. By doing so, the activity shown on the statement for each Account depicted will be for the same time period.

By instructing us to combine account activity on one statement, all Account owners acknowledge and consent that in response to a subpoena or other legal process to release information about any one Account on the combined statement, we may release the entire combined statement.

Review of Statement for Errors and Unauthorized Transfers

A statement is a valuable tool to help prevent fraudulent or mistaken transfers. To minimize our mutual risk of loss, you must promptly and carefully examine your statement and promptly let us know if your statement contains any errors, forgeries, unauthorized withdrawals, transfers or other items or altered items (each a "Statement Error"). If you do not report any Statement Errors to us within sixty (60) days after the first statement on which the Statement Error appeared is sent to you or otherwise made available to you, you may be precluded from contesting transactions you think were made in error, and you will be deemed to have accepted the transactions and any additional charges assessed. If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this sixty (60) day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

If you do report any Statement Errors or any criminal act related to any lost, missing, or stolen checks or unauthorized withdrawals, you agree to cooperate fully with us in the investigation of the loss by, including but not limited to, notifying law enforcement authorities, providing copies of any reports you may file with police or other authorities, completing a claim form or giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You may pursue your rights or, at our option, assign them to us so that we may pursue them on your behalf. We can reverse any credit made to your Account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized. We are not liable for damages of any kind (whether consequential, special, punitive, compensatory, or otherwise), lost profits, interest, costs, expenses, fees, or attorney's fees, arising out of or related to any Statement Error, unless we have acted in bad faith. If a third party other than us may be liable to you for losses related to a Statement Error, you agree not to waive any rights you have to recover or pursue recovery from such third party. If we choose, you agree to assign your rights to us so that we can pursue your claims on your behalf. Any amounts you or we (acting on your behalf) recover will offset any liability we have to you related to the Statement Error.

Interest Computation, Payment and Reporting

For your interest-bearing Account, interest will be calculated and credited to your Account as stated in the Truth in Savings disclosure provided to you. Interest payments will be reported to the IRS under the name and Tax Identification Number of the Account owner/Authorized Signer designated at Account opening and as set forth on the signature card, application, or other account opening document. It is the responsibility of each Account owner/Authorized Signer to give the Bank their correct Tax Identification Number. Failure to provide the proper Tax Identification Number may make your Account subject to the assessment of a backup withholding penalty.

Cash Transaction Reporting

As part of our obligation to assist law enforcement agencies detect and fight illegal activities, the law requires us to gather and report information on certain types of cash transactions. If you do not provide us with the information we need to complete the report, we may be required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service (the “IRS”) office.

Security Interest

Except to the extent otherwise prohibited by law, you grant to us a security interest in all your Accounts with us to secure any amount you owe us under this Agreement, now or in the future. You may not grant a security interest in, transfer, or assign any of your Accounts or any of the property in your Account to anyone other than us without our written agreement, which we have the right to withhold for any or no reason.

Legal Process

If we are served with a subpoena, levy, garnishment, search warrant, or similar order relating to your Account (each, a “Legal Process”), your use of the Account may be restricted. We will, to the extent required and/or permitted by law, notify you in writing whenever such a restriction is placed on your Account.

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 (see “Setoff and Collection” section) and any security interest we have in the funds or other property. We may not pay interest on the funds during the period we hold them pursuant to the 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 withdrawals 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 do these things even if the Legal Process involves less than all the owners of your Account.

Except as prohibited by applicable law, the Bank will charge your Account a fee for each Legal Process. You agree to pay our fees and any expenses incurred (including, but not limited to, attorney’s fees and administrative expenses) resulting from compliance with any Legal Process related to your Account or related litigation (except for an action you commence against us). We may deduct these fees and expenses from any of your Accounts without prior notice to you.

We may produce documents held at or provide access to property that is located in any of our facilities or any facility operated by a third party on our behalf, even if the facility is not designated as the place to be searched in the Legal Process.

We will not have any liability to you if we accept and comply with the Legal Process as provided in this section or by law, including if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Legal Process.

Adverse Claims

To the extent that (a) another person or entity makes a claim against the funds in your Account (other than a Legal Action); (b) we believe a conflict exists between or among your Account’s owners; or (c) we believe a dispute exists over who has Account ownership or authority to withdraw funds from your Account (each of the foregoing, an “Adverse Claim”), except as otherwise set forth herein, we may (i) honor the claim against the funds in your Account if we are satisfied the claim is valid; (ii) freeze all or a part of the funds in your Account until we believe the dispute is resolved to our satisfaction; (iii) suspend or close your Account and send a check for the available balance in your Account payable to you or to you and each person or entity who claimed the funds; (iv) pay the funds into an appropriate court; or (v) require that you and all of your co-owners agree in writing to any transaction concerning your Account. We may do these things even if the Adverse Claim involves less than all the owners of your Account. Any Adverse Claim is subject to our security interest in your Account and our right of setoff. We may take, or decline to take, any or all these actions without advance notice, unless required by law. We will not have any liability to you if

there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Adverse Claim. Any fees or expenses we incur in responding to any Adverse Claim (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account.

Increased Costs to Maintain Your Account

If your Account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your Account that increase our costs to maintain your Account (for example, a requirement for us to pledge property to secure your Account above the amount of any deposit insurance on your Account), you agree to reimburse us for the additional costs and any expenses incurred by us (including, without limitation, attorneys' fees) to implement such required changes as to your Account. At all times, we reserve the right to close your Account if we are unable or unwilling, in our sole discretion, to service your Account in light of the Account changes.

Setoff and Collection

We may, at any time, setoff any and all amounts you owe us against your Accounts with us, either now or in the future. As used here, debt includes any liability or obligation you owe us, whether direct or indirect, secured or unsecured, liquidated or unliquidated, absolute or contingent, joint or several, due or to become due, however arising or acquired, whether now existing or later acquired by us, and wherever payable, without regard to whether your liability or obligation constitutes that of a maker, drawer, endorser, guarantor or otherwise. To the extent permitted by law, you expressly agree that our right to set off extends to any federal or state benefit payments (including Social Security benefits) that had been deposited into your Accounts. Our setoff right will not apply to this Account if prohibited by law. For example, this setoff right will not apply if your Account is an Individual Retirement Account or similar tax-deferred Account. We will not be liable for not honoring any check if our not honoring the check occurs because we setoff a debt against your Account.

Backup Withholding / TIN Certification

Federal law may require us to report and sometimes withhold portions of interest payments made to you on funds in your Account(s) ("Backup Withholding"). You may be able to stop this withholding if you provide us with your taxpayer identification number ("TIN"), usually your social security number, and certify to us that you are not subject to Backup Withholding. Even if you elect to stop Backup Withholding, we may reinstate it if the IRS requires.

Escheat

If your Account is dormant (i.e., there is no customer-initiated activity) or unclaimed for a period determined by the laws governing your Account (which may be up to a period of several years), and we are unable to get in touch with you, we may be required to report your Account, and deliver the funds in your Account, to the state in accordance with applicable law. This action is known as "escheat." If we deliver your funds to the state, we will close your Account, it will stop accruing any interest and we will no longer have any liability or responsibility with respect to the funds. To recover these funds, you must file a claim with the state. If we are required to mail an escheat notice to you, we may charge you a fee, if permitted by law.

Service Fees and Charges

Your Account may be subject to various fees and charges, including monthly service or maintenance fees, minimum balance fees, and overdraft fees. These fees and charges are listed in the Business/Treasury Accounts and Service Fees schedules and are subject to change. See the Business/Treasury Accounts and Service Fees schedules regarding the fees that apply to your specific type of Account. You agree to pay the applicable fees and charges disclosed from the day your Account is opened. Fees and other charges will be paid from your Account; we will charge them automatically as disclosed, subject to any notice required by applicable law.

Closing Your Account

Either you or we may close your Account at any time for any reason, without notice to you unless required by law. You may close your Account at any time by visiting one of our branches and speaking to an Account representative, by telephone or via Online Banking or in any other manner we may, from time to time, permit. We may require you to provide your request to close your Account in writing. We are not required to close the Account at your request: (i) until all pending transactions or outstanding items (including current ATM/Debit Card transactions) have been paid from your Account; and/or (ii) if your Account is subject to legal process or any types of holds.

We may close your Account at any time, for any reason, and without prior notice to you, unless prohibited by law. If your Account is receiving regular government payments by ACH, we will contact you in writing thirty (30) days prior to closing the Account, unless we close the Account at your request or for fraudulent activity. Further, for security reasons, we may require you to close your Account and to open a new Account if: (a) there is a change in Authorized Signers; (b) there has been a forgery or fraud reported or committed involving your Account; (c) any Account checks are lost or stolen; (d) you have too many transfers from your Account; or (e) you violate any other provision of our Agreement with you. If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks or other debit items, but we may pay items that we authorized for payment before the account was closed but that were presented for payment after the account was closed, even if it results in an overdraft to your account.

If your Account reaches a zero balance, or if you apply for an Account but never deposit funds in it, we may close the Account without notice to you.

After your Account is closed by you or by us, you will still be responsible for all service charges accrued prior to termination and for the amount of all checks in process. You must leave enough money in your Account to cover any outstanding items to be paid from the Account.

Fraud and Account Security

Account Security

Every Account will have an Account number associated with it. We may also issue you one or more access device(s), such as a debit card and PIN, that will allow you to initiate electronic transactions on your Account(s). We may also establish credentials, such as a user name, password, security questions or other security measures, that will allow you to access your Account and initiate transactions through our Online Banking system. You agree to keep your Account number, access device(s) and credentials confidential and to not share them with others unless you intend to authorize such persons to access your Account(s) and initiate transactions. If you share your Account number, access device(s), or credentials with someone, you are authorizing that person to access your Account(s) and initiate transactions, and you are responsible for all transactions performed by that person, even those that you did not intend. You are also responsible for transactions that you, or someone acting with you, initiate with fraudulent intent. Contact us immediately if you believe that your Account number, access device or credentials have been compromised.

You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

If at any time we believe that your Account may be or has been subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our sole discretion, freeze the funds in the Account and in other Accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the Account and transactions. If we do freeze your Account funds, we will provide notice to you as soon as possible. We may also, in our sole discretion, terminate your access to ProvidentConnect for Business Online Banking and Provident Mobile Banking Services (collectively referred to as electronic access) without any liability to you. We may not provide notice to you prior to freezing your Account or terminating your electronic access if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account.

When you report that your checkbook or Account information has been lost, stolen or otherwise obtained by an unauthorized person(s), or if you report actual or possible fraudulent activity on your Account(s), or if you otherwise report that your Account has been compromised, we will require that your Account(s) be immediately closed and a replacement Account(s) opened in order to protect you and the Bank from future losses. Should you refuse to do so, the Bank at its sole discretion may:

- require that you indemnify and hold us harmless should the fraudulent or unauthorized activity continue or other such similar acts occur in the future; or
- we may close your Account(s).

You agree to cooperate in all respects as allowed by law with any investigation of or action brought to apprehend and convict the person(s) responsible for any theft (including but not limited to family members or other persons known to you and/or previously authorized persons), unauthorized withdrawals/transfers or other fraudulent or suspicious acts or attempted acts.

Lost Instruments

If your checks are lost, stolen, or destroyed, you must notify the Bank immediately. If you first notify us orally, you must also promptly notify us in writing. We will place restrictions on withdrawal activity and will require you to comply with other reasonable requirements, including the transfer of the Account balance to a new Account, in order to protect you and the Bank against losses arising out of the misplacement, theft, or destruction of these instruments. If the instrument is in more than one name, all parties must sign an affidavit regarding the lost instruments before any action to replace the instrument will be taken by the Bank.

Claim or Loss

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us a statement or affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorney's fees incurred by you. You agree that you will not waive any rights you have to recover loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Assignment and Transfer of Account

This Agreement, its benefits and responsibilities, will be binding on your personal representatives, executors, administrators, and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in your Account to anyone other than us without our written consent. Even if we acknowledge and consent to an assignment or transfer, we may require you to close the Account and that the new Account owner open a new account in their name.

Governing Law

This Agreement will be interpreted in accordance with applicable federal law and the laws of the state in which the Account was opened. For Owners that enroll in an Account online, the Account will be opened and held in the state of the primary mailing address you provided during online enrollment. 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.

Any funds transfer (including a wire transfer) that is a "remittance transfer" as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state in which the Account was opened, including that state's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Notice, Amendments, and Account Changes

Written notices, orders or instructions given by you to the Bank are effective upon receipt by us. (Note: See the section titled "Stopping Payments" for restrictions regarding this general statement.) Written notices, orders or instructions given by the Bank to you are effective upon being deposited in the mail to your last known address or provided to you electronically only if you have agreed to accept/receive such notices electronically in accordance with the Electronic Signatures in Global and National Commerce ("E-SIGN") Act. Notice to any one owner of an account is notice to all owners and/or Authorized Signers of that Account.

When we make a change affecting your rights and obligations, a notice of change will be delivered or otherwise made available to you. In some cases, we may post a notice of change in our branch offices or on our website. Otherwise, we mail the notice to you at the address we currently have on file for your statements or, if you have agreed on this method, provide it to you electronically. We may also provide notice to you as a message on your Account statement or as an insert with your Account statement.

If a notice of change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements previously sent to you were returned to us as being undeliverable, you understand that

the notices are available to you through our Customer Care Center (800.448.7768). You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

In the event that any notice, statement, or other communication sent to you is returned to us as being undeliverable, including those sent via electronic mail as previously agreed to by you, we:

- will destroy such communications along with any accompanying checks, check images or other items;
- will stop sending communications to you, including statements, until a new address is provided to us by you;
- may place withdrawal and/or other transaction restrictions, including temporarily deactivating your debit card or online banking/bill payment/mobile banking services, on your Account(s).

Amendments

We may change the terms of this Agreement, including but not limited to, interest rates on variable accounts, banking hours, fees, services, features, and other account documents (as applicable) at any time.

We will notify you of amendments when such notice is required by applicable law. You agree to provide us a current postal and/or email address to which all correspondence will be addressed. You agree you will review such notifications for any changes.

When the Bank posts a notice of the change in the lobby of its branches or when the Bank delivers (i.e., mails, emails, or otherwise transmits electronically) to you a written notice, each of the changes will be binding upon you and the Account. Any change will take effect immediately unless stated otherwise in the notice of the change(s). If you do not want to be bound by the change(s), you must close our Account prior to the effective date of the change(s). There is no penalty or fee for closing an account in order to reject a change in terms. Continued use of your Account or Bank services after the effective date of the change(s) constitutes your acceptance of the change(s).

Changes of Name, Postal Address, and Email Address

You must promptly notify the Bank in writing of any change to your name. Unless we agree otherwise, name changes must be made in writing by the affected Account owner and must be supported by a legal document and government-issued identification acceptable to us showing the name change.

You must promptly notify the Bank in writing of any change of your address. Unless we agree otherwise, address changes must be made in writing and must be supported by identification information acceptable to us showing the address change. Address change requests received through email or via our website will not be honored unless expressly approved/accepted by us.

It is the responsibility of each owner of an Account that requires establishing and maintaining a ProvidentConnect for Business Online Banking relationship through which periodic account statements will be delivered to provide Provident Bank with a valid email address controlled by the Owner. It is also the responsibility of each account owner to inform Provident Bank of any and all email address changes. Failure to provide this information may result in undelivered e-statements, account disclosures and notice(s), as well as forfeiture of qualification for Account features and benefits.

Miscellaneous

Compliance

You agree to comply with laws and regulations applicable to your Account, which include but are not limited to United States economic sanction laws and regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States of America. You agree not to use your Account or related services for any illegal transactions or activity, including but not limited to, those prohibited by the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act, and the Unlawful Internet Gambling Enforcement Act.

You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any United States or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any Account or funds in an Account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the United States or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the United States or foreign government entity prior to acceding to any legal process initiated by it.

Unlawful Internet Gambling Notice

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

Forum Selection

Unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in New Jersey shall have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

Limits on Liability; Indemnification

The Bank shall not be liable for delays, errors or losses occurring as a result of causes beyond its control. The Bank shall not be liable for special, incidental or consequential damages.

Except to the extent that we fail to exercise ordinary care or breach this Agreement, you agree to indemnify and hold the Bank and our directors, officers, employees, and agents harmless from any action, suit, lien, debt, obligation, costs, damages, liabilities, and judgments of any kind, nature, or amount, including any and all damages of any kind (whether consequential, special, punitive, compensatory, or otherwise), lost profits, interest, costs, expenses, fees, or attorney's fees, arising out of any cause of action, claim, or demand arising out of or in any way connected with the Bank's performance under this Agreement. You agree that this indemnification will survive the closing of your Account and the termination of any service.

Force Majeure

Neither party to this Agreement will be deemed to be in default of any of their obligations under this Agreement if their performance is delayed, hindered, or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of either party.

Your Insurance Coverage

Many businesses carry special insurance for employee fraud/embezzlement. If you do, the Bank reserves the right to require that you file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and the Bank's liability to you, if any, will be reduced by the amount your insurance company pays you.

Standard of Care

The Bank is responsible for exercising ordinary care in performing services covered by this Agreement. When the Bank takes an item for processing by automated means, "ordinary care" does not require that the Bank examine the item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your Account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Telephone Calls and Other Correspondence

You understand that, without any further notice to you, we or anyone acting on our behalf may randomly monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes including to ensure that you receive accurate, courteous, and fair customer support. You expressly consent to be contacted by us or anyone calling on our behalf, for any and all purposes, at any telephone number or email address you have provided or we feel we may be able to reach you on, including any cellular telephone number. You agree that we may contact you in any way, including telephone or cellular phone calls, prerecorded or artificial voice

or text messages delivered by an automatic telephone dialing system, text messages, instant or live chat, or email messages whether or not delivered by an automatic emailing system. You may revoke your consent at any time by any reasonable means, such as by informing us during a call, contacting us by phone, or visiting one of our branches. Your revocation of consent will not affect communications that are necessary for servicing your Account.

Account and Other Records

We may in our discretion retain records in any form, including paper, film, fiche, digitalized or other electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your Account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

Refusing Instructions

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.

Cost of Legal Proceedings

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. These liabilities include disputes between you and us involving your Account that are not subject to arbitration 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.

Severability

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.

Waiver

We reserve the right to waive enforcement of any of the terms of this Agreement. Any such waiver will not change the terms of this Agreement or affect our right to enforce all of the terms of this Agreement in the future.

Entire Agreement

This Agreement (including the documents delivered hereunder) contains your and our entire understanding with regard to the subject matter contained herein or therein, and supersedes all other prior representations, warranties, agreements, understandings or letters of intent between or among you and us with respect thereto.

Banking Hours

The Bank will be open for business during hours that are determined by us. Banking hours are posted at each branch and can be obtained by calling us at 800.448.7768 or via the Internet at Provident.Bank.

DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL & CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. This Dispute Resolution by Binding Arbitration section is referred to in these Agreements as the "Arbitration Agreement." This Arbitration Agreement provides that all disputes between you and us must be resolved by binding arbitration.

Informal dispute resolution required: If any controversy, allegation, dispute or claim arises out of or relates to the Agreement or your account, including, without limitation, any advertising or marketing communications your Account(s), the events leading up to your becoming an Accountholder, any feature or service provided in connection with your Account(s), or any transaction conducted with us related to any of your Account(s), whether heretofore or

hereafter arising (collectively, “Dispute”), then you and we agree to engage in good-faith informal efforts to resolve the Dispute by sending a written notice (the “Notice”) to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our Notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section. Your Notice to us must be sent to: Legal Department, 111 Wood Avenue South, Iselin New Jersey 08830. The written description included in your Notice must be on an individual basis and provide at least the following information: (a) your name and contact information (current mailing address, telephone number, and email address, and any other iterations thereof that are associated with the claim or dispute); (b) a description of the nature of the claim or dispute; (c) the date of any transaction, or interaction at issue, and relevant documentation or screen captures if available; and (d) the resolution and relief sought. If you have retained an attorney, please also provide a signed written authorization for us to share information about the Account and the Dispute with your attorney. Unless we receive a signed authorization we cannot disclose information about your Account to your attorney.

For a period of sixty (60) days from the date of receipt of Notice from the other party, you and we agree to negotiate in good faith and in a timely manner about the Dispute, including through a mandatory informal telephonic dispute resolution conference between you and us. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration, and multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, absent mutual agreement by you and the Bank. If either party is represented by counsel, that party’s counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. Unless prohibited by law or applicable rules, an arbitration administration provider cannot accept or administer an arbitration, nor assess any fees, until the requirements of this Section are met. The parties agree that any relevant limitations periods and filing fees or other deadlines will be tolled only during the sixty (60) day informal dispute resolution period. After this sixty (60) day period, the relevant limitations periods and filing fee(s) or other deadlines are no longer tolled until filing is effectuated, but the foregoing dispute resolution process remains a condition precedent to commencing any formal dispute resolution proceeding. Filing means, as applicable: (a) completing all filing requirements (including paying applicable filing fees) for arbitration as set forth above; or (b) filing an action in state or federal court. Subject to the tolling periods set forth herein or otherwise required by law, this limitation period begins to run again if your arbitration or other action is closed, dismissed, or otherwise terminated by an arbitral provider or court. The amount of any settlement offer made by Bank or you during this period shall remain strictly confidential.

Claims not subject to arbitration

You and we agree that the following Claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court or your state’s equivalent court so long as the action remains in that court and is not transferred, removed, or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note;
- disputes over the validity, enforceability, or scope of this Arbitration Provision or any part thereof, including whether a Claim can or must be brought in arbitration, or the Class Action Waiver;

Arbitration procedures

If we do not resolve the dispute within sixty (60) calendar days after the Notice is received, ANY DISPUTE ARISING BETWEEN YOU AND THE BANK MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION BROUGHT IN YOUR INDIVIDUAL CAPACITY. This includes all Disputes as defined above, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, any other intentional tort or negligence), common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory, whether arising before or after the effective date of these Terms and has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; and (4) claims arising out of or relating to our written or oral communications with or about you.

Solely for purposes of this Arbitration Agreement, the terms “Bank,” “we,” “us” and “our” mean (1) Provident, each of its subsidiaries, parents, affiliates, successors and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party that you name along with us as defendants in a single proceeding. The Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), governs the interpretation and enforcement of this Arbitration Agreement. You and we agree that any and all past, present or future disputes, claims or controversies that have arisen or may arise between you and Bank, whether arising out of or relating to these Agreements (including any alleged breach thereof), any advertising or marketing communications your Account(s), the events leading up to your becoming an Accountholder, any feature or service provided in connection with your Account(s), or any transaction conducted with Us related to any of your Account(s) (collectively, “Claims”), shall be resolved by an arbitrator through final and binding arbitration, rather than by a judge or jury in court, in accordance with the terms of this Arbitration Agreement.

However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect (although it will apply to new parties or new Claims that are added subsequently in the court action). Notwithstanding the foregoing, You or we may bring an action in small claims court if the Claim is within that court’s jurisdiction, or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, it will be subject to arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. If any other Service or product you obtain from us contains its own arbitration agreement, that agreement (and not this one) will govern claims or disputes arising out of or relating to said Service or product.

Any Dispute will be resolved solely by binding arbitration before the American Arbitration Association (“AAA”), and in accordance with its then-current Commercial Arbitration Rules (collectively, “Rules”), except as modified herein. You also understand and agree that Mass Arbitration disputes as defined below will be adjudicated in accordance with the AAA’s Mass Arbitration Supplementary Rules. If there is any inconsistency between this Arbitration Agreement, on the one hand, and the AAA Rules or other provisions of this Agreement, on the other hand, this Arbitration Agreement will control. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures and, if applicable under the Special Procedures for Mass Arbitration outlined below, the JAMS Mass Arbitration Procedures and Guidelines, or by any other arbitration administration service that you and an officer or legal representative of the Bank consent to in writing.

If the informal dispute resolution procedure set forth above is unsuccessful in resolving the Parties’ Dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules as provided on the AAA website. By submitting a Demand for Arbitration, the party and party’s counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside with ten or more years of experience practicing law. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the AAA’s list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the Rules. The arbitration may be conducted by telephone or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location.

You and we will pay the administrative and arbitrator’s fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the AAA Rules; but if the AAA Rules (or other applicable arbitration rules or laws) require the Bank to pay a greater portion or all of such fees and costs in order for this Agreement to be enforceable, then the Bank shall have the right to elect to pay the fees and costs and proceed to arbitration. If you tell us in writing that you cannot afford to pay the Arbitration Fees charged by the AAA or other arbitration administrator and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator’s rules.

Except as set forth below in the Special Additional Procedures for Mass Arbitration, the arbitration will be conducted by a single arbitrator who will apply and be bound by this Agreement, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. The arbitrator will render an award within the time frame specified in the applicable arbitration rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, arbitration rules, and these Terms. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In no event will a claim for public injunctive relief be arbitrated.

All issues including those of arbitrability are for the arbitrator to decide, except that the issue of the existence of valid arbitration and class action waiver provisions between the parties is for the court to decide. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the Bank will have the right to recover its attorneys' fees and expenses.

For U.S. residents, the FAA, not state law, shall govern the arbitrability of all Disputes between the Bank, including this Section and the "No Class Action Matters" Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. If you reside in the U.S. (and as applicable to U.S. residents), this Section is deemed to be a "written agreement to arbitrate" pursuant to the FAA. This Section survives termination. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

All statutes of limitation and rules of law that would otherwise be applicable to this Agreement, shall apply to any arbitration proceeding.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive (1) any termination, cancellation or closure of your account, (2) any cessation of your relationship with us; (3) any breach, default, or repayment in full; (4) any termination of Advance privileges, and (5) any bankruptcy to the extent permitted by applicable bankruptcy law.

No Class Action Matters:

CLASS ACTION WAIVER: YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING. EXCEPT AS EXPRESSLY CONTEMPLATED BELOW, DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE JOINED OR CONSOLIDATED WITH ANY OTHER ARBITRATIONS OR OTHER PROCEEDINGS THAT INVOLVE ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY, UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING DISPUTES BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OR OTHER PERSONS OR ENTITIES SIMILARLY SITUATED. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE CLASS ACTION WAIVER PROVISIONS. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

If, for any reason, this restriction is deemed unconscionable or unenforceable, then our agreement to arbitrate will not apply and the Dispute must be brought exclusively in a state or federal court. Accordingly, you and the Bank consent to the exclusive personal jurisdiction and venue of such courts for such matters. Notwithstanding any other provision of this Agreement, any and all issues relating to the scope, interpretation and enforceability of the class action waiver

provisions contained herein (described in this “No Class Action Matters” Section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions. Notwithstanding any other provision, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then the mandatory arbitration agreement shall be void except for the mandatory informal dispute resolution procedures set forth above. If any portion of this Section other than the class action waiver and prohibition against class arbitration are deemed invalid or unenforceable, all other portions of this Agreement shall continue to govern. This Section survives termination.

Special Additional Procedures for Mass Arbitration:

If twenty-five (25) or more similar claims are asserted against the Bank by the same or coordinated counsel or are otherwise coordinated, such claims are mass arbitration claims subject to these procedures, and you understand and agree that the resolution of your Dispute might be delayed. You also agree to the following coordinated batching process and application of the AAA Mass Arbitration Supplementary Rules and the AAA Mass Arbitration and Mediation Fee Schedule. In the event an action in which twenty-five (25) or more similar actions as defined above are asserted against the Bank and administered by JAMS as set forth above, you agree to application of the JAMS Mass Arbitration Procedures and Guidelines.

At the outset of such disputes, you and the Bank agree to delegate to a Process Arbitrator all matters listed as within the scope of a Process Arbitrator’s authority under the AAA Mass Arbitration Supplementary Rules, as well as disagreements concerning the validity, enforceability, and applicability of this Agreement, and any other matters that the parties mutually agree to delegate.

Should the Process Arbitrator determine that any or all cases may proceed to a Merits Arbitrator, counsel for the claimants and counsel for the respondent shall each select five (5) cases (per side) to proceed in an individual capacity as part of a batching process. Any remaining claims that have complied with the informal dispute resolution procedures shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to be filed on an individual basis as part of this staged process. Such claims shall be tolled from the date the first batch of demands are deemed filed in arbitration, until the date the arbitration is closed.

During the batching process, and subject to applicable arbitral rules and procedures, you and the Bank agree that a single arbitrator shall preside over each batch of cases. After decisions have been rendered in the first ten (10) cases, the Bank and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first batch of cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed on an individual basis as part of a second batching process. The parties may, but are not required to, agree in writing to modify the number of cases to be included at each stage of the batching process. After decisions have been rendered in this second batch of cases, the Bank and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first two (2) batches of cases. If the parties have not resolved the remaining disputes at the close of the second global mediation, the Bank or any individual claimant(s) whose demand has not been adjudicated may elect to opt out of the arbitration by providing notice to opposing counsel, and if the claimant or the Bank wishes to proceed with the claim they may file an individual, non-class action in court. If the Bank or any claimant(s) do not opt out, those remaining claims will proceed in arbitration in continued batches of one-hundred (100) demands per batch (to the extent there are fewer than one-hundred (100) demands outstanding, a final batch will consist of the remaining demands). In order to increase the efficiency of administration and resolution of arbitrations, and if consistent with the relevant rules and procedures, the arbitration provider shall: (i) provide for a single filing fee due per side per batch; and (ii) allow joint case management conferences and joint hearings, and such other coordinated procedures as the arbitrator deems appropriate.

You and we agree that throughout this process, the parties’ counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Arbitration and to engage with the AAA, including with a AAA Process Arbitrator, to address threshold administrative issues.

This batching process shall in no way be interpreted as authorizing class or representative arbitration or litigation of any kind. We do not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances. If your claim is part of a Mass Arbitration under this Section, the limitations period(s), including those in this Agreement or any applicable statute(s) of limitation, and any filing fee(s) or other deadlines shall be tolled for that claim from the later of: (1) the date that your claim has complied with the procedures for filing an arbitration demand outlined above; or (2) the time that the AAA filing requirements are satisfied for the first batch of claims filed in individual arbitration proceedings under this Section.

If an arbitration demand is administered by JAMS as set forth above, the parties shall follow, or adhere as closely as possible to or to the spirit of, the foregoing processes to the extent authorized by law and the applicable rules. If any dispute arises between the general AAA Commercial Rules and the Mass Arbitration Supplementary Rules, the Mass Arbitration Supplementary Rules shall control. If any dispute arises between the general JAMS Arbitration Rules and Procedures and the JAMS Mass Arbitration Procedures and Guidelines, the JAMS Mass Arbitration Procedures and Guidelines shall control.

A court shall have authority to enforce this Section and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against us. This Section survives termination.

RIGHT TO REJECT: You may reject this Arbitration Agreement if you do not want it to apply. Rejection of this Arbitration Agreement will not affect the remaining parts of this Agreement. To reject this Arbitration Agreement, you must send written notice of your rejection within 30 days after the date that we approve your application for an account. You must include your name, address, and account number. The notice of rejection must be mailed to the Notice Address provided above. This is the only way that you can reject this Arbitration Agreement. If an account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you. We offer a number of different products and services to our customers. If you reject the Arbitration Agreement in this Agreement, that will not affect any arbitration agreement that may exist between you and us, now or in the future, in connection with other products or services you obtain from us. Any such arbitration agreement will remain in force unless you separately reject it in accordance with its terms. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than ministerial changes or a change to the Notice Address) while you have an active account, you may reject any such change by sending us a written notice within thirty (30) calendar days of the change to the Notice Address provided above. If you reject any future change, you will still be obligated to arbitrate any dispute between us in accordance with the terms of the arbitration agreement that existed immediately prior to the changed agreement that you rejected. **YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.**

Jury Trial Waiver: If for any reason a Claim is not arbitrated, you and we expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by law.

Funds Availability Policy Disclosure

Important Information About Our Funds Availability Policy

Provident Bank's "Funds Availability Policy" applies to all deposit/deposited items including cash, checks, electronic payments, etc. and explains when funds that you deposit will be available for either cash withdrawal, electronic fund transfer within Provident or to another financial institution, or for the payment of checks and other items drawn on your Account. Since most deposits require some time to "clear" (i.e. time for Provident to receive payment from the drawer bank), we may delay the availability of funds from certain deposits. During the delay, you may not withdraw the funds from your deposits in cash or transfer the funds to another financial institution, and we will not use the funds to pay checks or electronic fund transfers that are presented against your Account.

Note: You are responsible for the validity of deposited items even after we have made the funds available to you.

Should any check or item be returned to us unpaid for any reason (including fraudulent or counterfeit items), your Account will be charged for the amount of the item (a fee may also be charged) as you are obligated to repay us. Should there be insufficient funds on deposit to cover the returned item, Provident will require repayment of these funds from other deposits held by you at Provident or through other means.

Determining the Availability of Deposits

The length of the funds availability delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and Federal Holidays. Transactions completed after 7:00 p.m. (ET), or such later time that may be posted at a Provident-owned ATM, may be processed on the next business day.

The length of the funds availability delay varies depending on the method of deposit and type of deposited items as explained below.

In-branch Deposits

If you make a deposit 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 on a Saturday or on a day that we are not open (such as through a night depository), we will conclude that the deposit was made on the next business day we are open.

ATM Deposits

Deposits of cash or check(s) can be made at select Provident owned and/or operated Automated Teller Machines (ATMs). If you make a deposit or conduct a transaction at an ATM owned/operated by Provident after 7:00 PM ET, the “day of deposit” will be the next business day. ATM deposits will be granted the availability described herein for the type of items deposited.

Mobile Check Deposits

Funds from check deposits converted to electronic items through the Provident Bank’s Mobile Banking-Mobile Check Deposit service are typically made available one business day after the Bank approves the item for processing, which is generally 3-10 days after the item is deposited through the Bank’s Mobile Banking-Mobile Check Deposit service, however longer delays may apply. Please see Provident Bank’s Mobile Banking-Mobile Check Deposit Agreement for more information regarding mobile check deposits.

Funds Availability

Funds from the following deposits are available on the business day we receive your deposit:

- Electronic payments deposited through an Automated Clearing House (ACH) credit (e.g., recurring payroll deposits and Federal government deposits such as Social Security benefits)
- U.S. Treasury checks that are payable to you
- Wire Transfers
- Checks drawn on Provident Bank

If you make the deposit in person to one of our branch employees, funds from the following types of deposits are also available on the business day we receive your deposit:

- Cash
- New Jersey, Pennsylvania and New York State and their local government checks that are payable to you*
- Cashier’s, certified, bank official, and teller’s checks that are payable to you*
- Bank money orders that are payable to you
- U.S. Postal Service money orders that are payable to you
- Federal Reserve Bank checks and Federal Home Loan Bank Checks that are payable to you
- Traveler’s checks issued in U.S. currency that are payable to you
- Dividend checks that are payable to you
- Payroll checks that are payable to you (Note: A payroll check is defined as a computer-generated check drawn on a business account with pre-printed wording identifying it as a payroll check.)

*See **Longer Delays May Apply** section for applicable restrictions and limitations.

New Account Holders: See **Special Rules for New Accounts** section for applicable restrictions and limitations.

If you do not make your deposit in person to one of our branch employees (e.g. if you mail the deposit or use a Provident owned/operated ATM), funds from the deposit types listed immediately above will be available on the first business day after the day we receive your deposit. See Mobile Check Deposits section for availability of funds through Mobile Banking Services.

It is Provident’s policy to make funds from all other check type deposits available as follows:

- The first \$275 from a deposit of checks will be available on the business day of your deposit.
- The remaining funds will be available on the first business day after the day of your deposit.
- Deposits totaling more than \$25,000 in checks on any one day are generally subject to an extended hold and may not be available according to the standard availability schedule described above.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available at the times provided within this policy. 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. However, the first \$275 of your deposit will be available on the first business after the day of your deposit.

If we are not going to make all funds from your deposit available at the times provided within this policy, 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 a Bank employee, or if we decide to take this action after you have left the premises, we will mail you an extended hold notice by the day after we receive your deposit.

In addition to the above, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$25,000 on any one day, including deposits made at Provident Bank ATMs (this limitation is not applicable to U.S. Treasury, New Jersey, New York and Pennsylvania State and their local government checks, cashier’s, certified, bank official, and teller’s checks that are

payable to you).

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency such as failure of computer or communications equipment.

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

Whatever the case may be, if you will need the funds from a deposit right away, you should ask us when the funds will be available by calling 800.448.7768 or by speaking to one of our branch customer service representatives.

Special Rules for New Accounts

If you are a new customer or if your account is not opened in person (but via our online account opening system), the following special rules will apply during the first thirty (30) calendar days your account is open. Funds from electronic direct deposits (such as recurring payroll or Federal government benefit payments) to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and Federal, State and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The amount of funds over \$6,725 will be available the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our branch employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds deposited to open an account will be held based on the funding method used. Transfers from another financial institution completed through our online verification process will be held for five (5) business days from the transfer date. Transfers from another financial institution completed by manually entering the routing and account number will be held for seven (7) business days from the transfer date. These hold periods apply regardless of whether the account remains open or is closed by you or us.

Funds from all other check deposits (including payroll checks) will be available on the ninth business day after the day of your deposit.

Holds on Other Funds (Check Cashing)

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

Our general policy is to cash checks only if your account balance is adequate to cover the amount of the check being cashed.

Holds on Other Funds (Other Account)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another checking or savings 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.

If you want Provident Bank to transfer the availability delay to another checking or savings Account, you may do so by affixing the Account number to the back of the check directly below the endorsement.

Foreign Checks

Checks payable on foreign banks not doing business in the United States, its territories and possessions or who have not been assigned a routing number by the Federal Reserve, are accepted for deposit, subject to collection. You will be given a receipt for such check(s). The deposit will be credited to your Account after we receive payment for the check(s) from the foreign bank; an acknowledgment will be sent to you when your Account is credited.

Endorsements

As a depositor of a check, it is important that you limit the location of your endorsement to the top 1½ inches at the trailing edge of the check. For endorsement purposes, the trailing edge is on the backside of the check directly behind where the phrase "Pay to the Order" is printed. This is where most endorsements are usually placed.

Any marks outside of the top 1½ inches on the back of the check may obscure the Bank's information and can ultimately result in either a delay in returning the check or the forfeiture of your right to the recovery of those funds.

Questions

If you have questions about this policy or the availability of funds from items deposited into your Account(s), please call our Customer Contact Center at 800.448.7768 or your local Provident branch.