

*Let's Bank Better,  
Together.*



**Fulton Bank**

## SMALL BUSINESS AND NON-PROFIT CONSOLIDATION GUIDE



The Columbia Bank and Fulton Bank, N.A. are Members FDIC.

# *Welcome to Fulton Bank!*

We are excited about Fulton Financial Corporation (“FFC”)’s recent announcement that The Columbia Bank will become Fulton Bank, N.A. (“Fulton Bank”) as of **September 14, 2019**.

For over 14 years, The Columbia Bank has been a member of the Fulton Financial Family of banks, so there will be little change in how we do business together. Our hours, locations, and staff will remain the same, as will our commitment to meeting your needs.

We recognize you may have questions, so we’ve created this guide to provide you with answers relevant to all of your household’s small business and non-profit accounts. Please make note of the *\*Action Items* listed throughout this guide. If you have remaining questions, please visit your local branch or call us at **1.888.TCB.BANK (1.888.822.2265)**.

# Table of Contents

Important Dates	3
Important Contacts	4
Frequently Asked Questions	
Deposit Accounts	5
Credit Cards	7
ATM/VISA® Debit Cards	8
Telephone Banking	8
Online/Mobile Banking	9
BOSS (Business Online Banking)	11
Remote Deposit Capture	13
Loans/Leasing	13
Merchant Services	14
Safe Deposit Boxes	15
Small Business/Non-Profit Fees	15
Important Disclosures	
Small Business/Non-Profit Service Fee Disclosure	17
Rules and Regulations for Deposit Accounts	20
– Change in Terms	
Fulton Bank Hours & Locations	Insert

# Important Dates

**Please remember these important dates associated with the transition to Fulton Bank.** This guide is also available in digital format by visiting [www.fultonbank.com/tcbconsolidation](http://www.fultonbank.com/tcbconsolidation). All times listed are Eastern Daylight Saving Time (EDT).

**Friday, September 13, 2019 our offices will close at 5:00 p.m.**

**Saturday, September 14, 2019 we will be open normal hours.** Our Direct Banking Center is available by calling **1.888.TCB.BANK (1.888.822.2265)** between 7:00 a.m. and 8:00 p.m. Monday through Friday and between 8:00 a.m. and 3:00 p.m. on Saturday.

**Friday, September 13, 2019 5:00 p.m. – Monday, September 16, 2019 7:00 a.m.**

Account information will **NOT** be available in the branch, or through Online Banking, Mobile Banking Apps, or the Telephone Banking system during this time. Accounts will be automatically transferred to Fulton Bank. There is no action required on your part. You **WILL** have access to your accounts via your ATM/Debit Card and you can make purchases and access cash via ATMs; however, balance inquiries and transfers between accounts will not be available until after **7:00 a.m. Monday, September 16, 2019.**

**Monday, September 16, 2019**

First day your accounts will be active with Fulton Bank. We will be open regular hours and ready to assist you. Please visit your branch or call **1.800.FULTON.4 (1.800.385.8664)** after **7:00 a.m.** with any questions.

**Monday, September 16, 2019 at 7:00 a.m.** you will be able to access your accounts using Online Banking, Mobile Banking Apps, BOSS (Business Online Banking), and Telephone Banking services.

- ✓ Online Banking, Mobile Banking Apps, and BOSS (Business Online Banking) will be unavailable **Friday, September 13, 2019 at 5:00 p.m. through Monday, September 16, 2019 at 7:00 a.m.** Scheduled bill payments will occur during this time but you will be unable to initiate a bill payment or account transfer during the transition weekend. We recommend you schedule any upcoming bill payments or account transfers prior to the weekend of **Friday, September 13, 2019 - Sunday, September 15, 2019.**
- ✓ **Account Analysis fees are normally debited in approximation to the 15<sup>th</sup> of each month; however, due to the consolidation, account analysis fees will be debited on September 12, 2019.**

# *Important Contacts*

<b>The Columbia Bank Direct Banking Center</b>	<b>1.888.TCB.BANK (1.888.822.2265)</b>
<b>Fulton Bank Direct Banking Center</b>	<b>1.800.FULTON.4 (1.800.385.8664)</b>
<b>BOSS (Business Online Banking)</b>	<b>1.888.654.3858</b>
<b>Remote Deposit Capture</b>	<b>1.866.943.8739</b>
<b>Fulton Bank Website</b>	<b><a href="http://www.fultonbank.com">www.fultonbank.com</a></b>
<b>Fulton Bank Facebook</b>	<b><a href="https://www.facebook.com/FultonBank">https://www.facebook.com/FultonBank</a></b>
<b>Fulton Bank Twitter</b>	<b><a href="https://twitter.com/FultonBank">https://twitter.com/FultonBank</a></b>

# Frequently Asked Questions

## DEPOSIT ACCOUNTS

### Will My Account Number Change?

A limited number of customers will be impacted. A separate communication will be mailed on **August 14, 2019** if you are affected, otherwise you will continue to use your existing account number and the new ABA Routing number **031301422** beginning **September 14, 2019**.

### Will my routing number change?

Yes. Fulton Bank's routing number is **031301422**.

### Will I need to order new deposit tickets and checks?

**No. You may continue to use The Columbia Bank checks and deposit tickets through September 14, 2020.** If you order checks through a vendor other than Deluxe® (FFC's current check provider), you will need to provide the new routing number: **031301422** and your ten digit account number upon placing your next check order. Please do not use Fulton Bank checks or deposit tickets prior to **September 14, 2019**. If you wish to purchase new checks through Deluxe after **September 16, 2019**, you can do so by calling **1.877.838.5287** or by visiting [www.deluxe.com](http://www.deluxe.com).

### Do I need to worry about outstanding checks that have been issued?

No. Your outstanding checks will be honored up to six months from the issue date, as long as you have sufficient funds in your account. Outstanding checks presented after this date may be rejected in accordance with the terms governing your deposit account(s).

### Will my Certificate of Deposit (CD) be affected?

No. Your fixed rate CD will not change. Your maturity date and interest rate will remain the same. If you have a variable rate CD, the maturity date will remain the same, however, interest rates are subject to change per your account disclosure. A renewal or maturity notice will be mailed by Fulton Bank, providing time for you to consider reinvestment or another term.

### When will I receive my account statements?

Your statements will continue in your current cycle.

### What happens if I currently receive wire transfers into my account?

**\*Action Item:** If you receive recurring wires you will need to notify the sender that effective **September 14, 2019** your Fulton Bank routing number is **031301422**.

**\*Action Item:** If you have authorized reverse wires/drawdowns (payroll, scheduled taxes etc.) from your account you will need to notify the vendor that effective **September 14, 2019**, your Fulton Bank routing number is **031301422**.

#### **What happens to my Direct Deposits and Recurring Payments?**

Direct deposits and automated transfers into, or out of, your accounts will continue without interruption. We will contact you directly if redirecting your transactions to Fulton Bank requires additional information.

If you set up a new direct deposit, automatic payment or deposit **after September 14, 2019**, please use your Fulton Bank account number and routing number **031301422**.

**After September 14, 2019, you will need to use Fulton Bank's Mobile, Online and Telephone Banking to verify transaction information or you may contact us at 1.800.FULTON.4. (1.800.385.8664).**

#### **Will my account fees change?**

Most accounts will remain unchanged; however, effective **September 14, 2019**, there are a few exceptions:

- Business Checking and Business Premium Checking Account:
  - The per item fee will increase from \$0.35 to \$0.50 once the free item limit has been exceeded. This includes deposits, deposited items, checks paid, ACH debits and credits
- Non-Profit Checking Account:
  - The per item fee will increase from \$0.35 to \$0.50 once the free item limit has been exceeded. This includes deposits, deposited items, checks paid, ACH debits and credits
- Non-Profit Premium Checking Account:
  - The monthly maintenance fee will be reduced from \$21 to \$15; and
  - The per item fee will increase from \$0.35 to \$0.50 once the free item limit has been exceeded. This includes deposits, deposited items, checks paid, ACH debits and credits
- Business Money Market Account:
  - ACH Debit/Credit fee of \$0.19 each will apply
- Non-Profit Statement Savings Account will now be called Business Statement Savings Account:
  - There will no longer be a balance requirement or monthly maintenance fee for this account
- Business Statement Savings Account:
  - There will no longer be a balance requirement or monthly maintenance fee for this account

**Effective September 13, 2019, regardless of any prior understandings, practices, or agreements regarding fee waivers, all Small Business and Non-Profit products will be subject to the applicable product fees in the Small Business/Non-Profit Service Fee Disclosure found on page 17 of this guide. To inquire about product fee waivers on your account, please contact us at 1.888.TCB.BANK (1.888.822.2265).**

#### **Will my Interest Rate structure change?**

The interest rate structure will vary dependent upon the product that you have. Please see below for a specific account type that will change effective **September 14, 2019**. Please review your monthly statement and contact your local branch to discuss any concerns you may have.

- Business Money Market accounts will pay interest on the entire balance instead of a tiered interest rate index.

**Will my checking, savings, or money market interest rate change?**

Please note that variable rate accounts are subject to change per your account disclosure. For rate information after **September 14, 2019**, visit your local branch, logon to [fultonbank.com](http://fultonbank.com), or call us at **1.800.FULTON.4 (1.800.385.8664)**.

**Will FDIC insurance still cover my accounts?**

Yes, your accounts will continue to be covered by FDIC insurance to the extent available under applicable law.

**I have accounts at The Columbia Bank and one or more FFC Affiliate Banks. What will be the effect on my FDIC insurance levels when The Columbia Bank becomes Fulton Bank?**

For six months after The Columbia Bank consolidates into Fulton Bank, your former The Columbia Bank deposits will continue to be separately insured. The six-month period will begin on **September 14, 2019** and continue through **March 14, 2020**, at which date your deposits held in the same name will be insured on a combined basis. For additional information regarding the rules and regulations concerning FDIC coverage, please contact us at **1.888.TCB.BANK (1.888.822.2265)**. This provision applies to all of your deposits except Certificates of Deposit, which are covered by an exception. Please see additional information about this exception below.

To calculate the insurance coverage of your accounts at each FDIC insured institution, you can visit [www.fdic.gov](http://www.fdic.gov) and click on the Electronic Deposit Insurance Estimator (EDIE).

**What is the FDIC insurance exception for Certificates of Deposit (CD)?**

CDs, including negotiated rate and jumbo CDs, will be separately insured until the first maturity date after **March 14, 2020**. CDs that mature between **September 14, 2019** and **March 14, 2020** and are renewed for the same term and same dollar amount, with or without interest, are also separately insured until the first maturity date after **March 14, 2020**. CDs that mature between **September 14, 2019** and **March 14, 2020**, and are renewed on any other basis or are not renewed, and become demand deposits or savings deposits, will be separately insured until **March 14, 2020**.

**What is the FDIC coverage for an IRA (Individual Retirement Account) Money Market or Certificate of Deposit?**

Separate coverage is available for IRA accounts (Traditional and Roth) up to \$250,000.

## **CREDIT CARDS**

**Will I receive a new Credit Card?**

No. You may continue to use your existing The Columbia Bank credit card. When your current credit card expires, it will be reissued as a Fulton Bank credit card.

**Do I need to make adjustments to automatic payments I have set up with my credit card?**

No. Your automatic payments will continue as scheduled.

## **ATM/VISA® DEBIT CARDS**

**Will I receive a new Debit Card?**

No. You may continue to use your The Columbia Bank debit card. Please note the terms of your Visa Business Debit Card Agreement received at the time you opened your account remain in effect; however, the name of the financial institution will be Fulton Bank as of **September 14, 2019**. Your new Fulton Bank debit card will be issued by **December 31, 2019**.

**Will I be able to use my Debit Card the weekend of September 14 - 15, 2019?**

You will have access to your accounts via your ATM/Debit Card and you can make purchases and access cash via ATMs; however, balance inquiries and transfers between accounts will not be available until after **7:00 a.m., Monday, September 16, 2019**.

**Do I need to make adjustments to automatic payments I have set up with my debit card?**

No. Your automatic payments will continue as scheduled.

## **TELEPHONE BANKING**

**How will I access Telephone Banking?**

Continue to use **1.888.TCB.BANK (1.888.822.2265)** through **Friday, September 13, 2019**. Beginning **Monday, September 16, 2019**, Fulton Bank's Direct Banking Center can be accessed by calling **1.800.FULTON.4 (1.800.385.8664)**.

**Can I continue to call 1.888.TCB.BANK (1.888.822.2265) to speak with a representative?**

Beginning **Monday, September 16, 2019**, please call **1.800.FULTON.4 (1.800.385.8664)** to reach our Direct Banking Center.

**How will I access my accounts through Telephone Banking?**

Your existing telephone banking information will transfer to the Fulton Bank telephone banking system. Beginning **Monday, September 16, 2019** at **7:00 a.m.**, please call **1.800.FULTON.4 (1.800.385.8664)** to access your account information through the Fulton Bank telephone banking system.

# ONLINE/MOBILE BANKING

## How will I access Online Banking?

Your Online Banking access will automatically transfer to fultonbank.com. Online Banking will have the same look and feel as your current access; however, the change you will notice is our website. Logon to fultonbank.com to view the updated site.

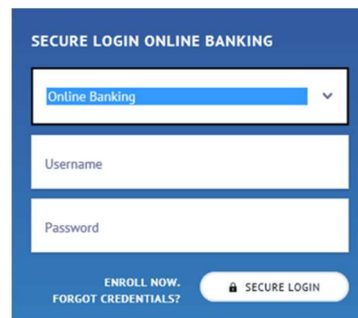
With your first login\* to Fulton Bank's Online Banking, you will be asked to perform a 2-step authentication, which includes a one-time passcode sent to your phone number or email address on file with your Online Banking profile. Please review your current settings within Online Banking by accessing the link, My Settings, located in the upper right corner of Online Banking. You may add, modify, and delete your contact information.

*\*Please note: A separate communication will be mailed on **August 14, 2019** to a limited number of customers impacted by a Username (User ID) change.*

Your current logon:

A screenshot of the current online banking login page. It has a yellow background. At the top, it says "Login to Online Banking". Below that are fields for "User ID:" and "Password:". To the right of the password field is a "Log in" button. At the bottom, there is a link "Not yet registered for Online Banking? Enroll Now" and "Retrieve your User ID or reset your Password". Below that is "Need Assistance?" and the phone number "1.888.822.2265" with hours "Mon-Fri: 7am-8pm, Sat: 8am-3pm".

Your logon effective **September 16, 2019**:

A screenshot of the new online banking login page. It has a blue background. At the top, it says "SECURE LOGIN ONLINE BANKING". Below that is a dropdown menu with "Online Banking" selected. Below that are fields for "Username" and "Password". At the bottom, there are links "ENROLL NOW." and "FORGOT CREDENTIALS?", and a "SECURE LOGIN" button with a lock icon.

**You will NOT have access to Online Banking from Friday, September 13, 2019 at 5:00 p.m. through 7:00 a.m. Monday, September 16, 2019. Please schedule any bill payments or account transfers before or after this time period.**

The Terms and Conditions for Online and Mobile Banking will remain the same; however, you may be prompted to accept additional Terms and Conditions for products and services offered only by Fulton Bank. Please call **1.800.FULTON.4 (1.800.385.8664)** for customer service inquiries.

## Will my account history convert within Online Banking?

Yes. Your account transaction history will convert to Fulton Bank. You will continue to have access to up to 16 months of transaction history within Online Banking.

## Will my Bill Pay payees transfer to Fulton Bank's Online Bill Pay?

Yes. Your payees will automatically transfer to your Fulton Bank bill pay service.

**Will my pending bill payments convert to Fulton Bank's Online Bill Pay?**

Yes. Any pending bill payments will automatically convert. Please note, you will not have access to Online Banking from **Friday, September 13, 2019 at 5:00 p.m. through 7:00 a.m. Monday, September 16, 2019** so please schedule bill payments accordingly.

**Will I have access to Popmoney® during the consolidation?**

Popmoney will be unavailable beginning **8:00 a.m. Wednesday, September 11, 2019 through Monday, September 16, 2019 at 8:00 a.m.**

**Will my recurring transfers or future dated transfers automatically convert?**

Yes. This conversion will happen automatically. You do not need to make any changes to your online account transfers. We advise you to review your recurring and scheduled account transfers upon your first login **after September 16, 2019 at 7:00 a.m.**

**Will my email and/or text alerts convert to Fulton Bank?**

Yes. These alerts will automatically convert for you.

**Do I need to make changes to my Mobile Banking App(s) – phone and tablets (Excludes BOSS users)?**

**\*Action Item:** Yes, after Friday, September 13, 2019, you will need to *uninstall/delete* your The Columbia Bank Mobile App(s) and *install* the Fulton Bank Mobile App(s). Beginning Monday, September 16, 2019, you will no longer be able to access your account information on The Columbia Bank Mobile App(s).

**\*Action Item: Mobile Operating System Requirements:** Your mobile device(s) must have these minimum operating system versions to use Fulton Bank's Mobile Banking Apps:

Apple® iOS: 11.0 or higher

Android™: 6.0 or higher

**\*Action Item: On Monday, September 16, 2019,** your account information will be accessible via Fulton Bank's Mobile App(s). You will need to re-establish Touch ID®, Face ID® (iOS) and Fingerprint ID (Android), if you use that feature to login. You will also be asked to perform a 2-step authentication: obtain a one-time passcode to your phone number via a call or text for your first login.

**\*Action Item:** Please review your current profile within Mobile Banking by accessing the Settings option **prior to September 13, 2019**. You may add, modify, and delete your contact information. Message and data rates may apply.

NOTE: If you don't recall your Username and/or Password, you may utilize our self-service feature from either our Mobile Apps or Online Banking to retrieve your Username or reset your Password.

**Will I need to make updates to my Quicken® or QuickBooks® software that interacts with Online Banking?**

**\*Action Item:** Online Banking Direct Connect and Web Connect users: Yes, on **Monday, September 16, 2019**, you will need to deactivate the current financial institution in your software and connect to the financial institution of Fulton Bank. You will still have the choice of Direct Connect or Web Connect.

**\*Action Item:** QuickBooks Online users: Yes, on **Monday, September 16, 2019**, you will need to deactivate the current financial institution within QuickBooks Online and reactivate to the financial institution of Fulton Bank. **IMPORTANT:** QuickBooks Online connectivity services may be interrupted up to 3-5 business days after the consolidation is complete. Please consult with QuickBooks Online for questions regarding connectivity.

Note: If you utilize another financial accounting program, such as Intuit® Mint®, your provider may take up to 5 business days to update this bank change in their systems. Please consult with your provider for questions regarding connectivity.

**Will Online Banking Money Management™ budgets convert?**

Yes. All saved budgets will convert and be available beginning **Monday, September 16, 2019**.

**Will I need to re-authenticate external accounts in Online Banking Money Management?**

No. All credentials will convert to your Money Management tool.

**Who do I contact in the event my Online Banking username or password is lost/stolen or there is an error on my account?**

Contact us immediately at **1.800.FULTON.4 (1.800.385.8664)** to speak with our Direct Banking Center or visit your closest branch.

## **BOSS (Business Online Banking)**

**How will I access BOSS?**

Your BOSS access will automatically transfer to fultonbank.com. BOSS will have the same look and feel as your access today. The change you will notice is our website at fultonbank.com. Logon to fultonbank.com to view the updated site.

Your current logon:



Your logon effective **September 16, 2019:**



**You will NOT have access to BOSS from Friday, September 13, 2019 at 5:00 p.m. through 7:00 a.m. Monday, September 16, 2019. Please schedule any bill payments or account transfers before or after this time period.**

NOTE: The BOSS Bill Payment feature will be unavailable from **Thursday, September 12 at 4:00 p.m. until Monday, September 16 at 7:00 a.m.**

**Will I need to make updates to my Quicken® or QuickBooks® software that interacts with BOSS?**

**\*Action Item:** Yes, on **Monday, September 16, 2019**, you will need to deactivate your The Columbia Bank accounts and reactivate your Fulton Bank accounts under Fulton Financial Bank BOSS. You will still have the choice of Direct Connect or Web Connect.

**\*Action Item:** QuickBooks Online users: Yes, on **Monday, September 16, 2019**, you will need to deactivate the current BOSS financial institution within QuickBooks Online and reactivate to the financial institution of Fulton Financial Bank BOSS. **IMPORTANT:** QuickBooks Online connectivity services may be interrupted up to 3-5 business days after the consolidation is complete. Please consult with QuickBooks Online for questions regarding connectivity.

**Do I need to reestablish my User ID and password?**

Your login credentials will remain the same and you will not need to reset your password.

**Will my account history transfer over to Fulton Bank?**

Your current duration of account history will be available beginning **Monday, September 16, 2019**.

**Will my ACH templates, domestic/international wire templates transfer to Fulton Bank?**

Yes. We will automatically transfer your payment templates and they will be available beginning **Monday, September 16, 2019**.

**Will my bill pay payees transfer to Fulton Bank?**

Yes. Your bill payment payee information will be available in your bill payment profile beginning **Monday, September 16, 2019**.

**Will my pending bill payments convert to Fulton Bank?**

Yes. Your pending bill payments will remain in effect after **Monday, September 16, 2019**.

**Will my recurring and/or future dated transfers automatically convert?**

Yes. Your recurring and/or future dated transfers will remain in effect after **Monday, September 16, 2019**.

**Who do I contact if I have questions about BOSS?**

Please contact us at **1.888.654.3858** for BOSS questions or **1.866.943.8739** for questions relating to the ACH Module, Positive Pay, or Remote Deposit Capture.

## REMOTE DEPOSIT CAPTURE (RDC)

### Will anything change with Remote Deposit Capture?

No. Nothing is changing with Remote Deposit Capture. You will continue to use your same user credentials and website. However, you will need to ensure that all deposits created on **Friday, September 13, 2019 are closed before 8:00 p.m.**

### How will my Mobile Remote Deposit Capture (mRDC) App be impacted?

**\*Action Item:** You will need to download the Fulton Bank mRDC app to your mobile device **Monday, September 16, 2019**. Please uninstall the current mRDC, before downloading and install the Fulton Bank mRDC app. You can find the Fulton Bank mRDC app by searching for “Remote DepositLink – FBK” in Google Play™ or Apple Store<sup>SM</sup>.

### How will my Remote Deposit Basic (RDC Basic) App be impacted?

**\*Action Item:** You will need to download the Fulton Bank - Remote Deposit Basic app to your mobile device **on or after Saturday, September 14, 2019**. Please uninstall the current RDC Basic app, before downloading and installing the Fulton Bank – Remote Deposit Basic app. You can find the RDC Basic app by searching for “Fulton Bank – Remote Deposit Basic” in Google Play™ or the Apple Store<sup>SM</sup>.

You will also receive a new User ID and Password via e-mail for the Fulton Bank – Remote Deposit Basic app on Friday, September 13, 2019.

## LOANS/LEASING

### Will my loan/lease number change?

The majority of customers will see no change; however, a limited number of customers will be impacted. A separate communication will be mailed on **August 14, 2019** if you are affected.

### Can I expect changes to my loan/lease payment method?

All loan or lease payments should be made payable to Fulton Bank beginning **September 14, 2019**.

- If you use a coupon book, you should continue using your existing coupons to make your payment;
- If you initiated an automatic draft of your loan payment(s) through The Columbia Bank (either from a The Columbia Bank account or that of another institution), those scheduled payments will automatically credit to your new Fulton Bank loan account;
- **\*Action Item:** If you initiate a new automatic draft of your loan payment(s) through *another institution*, you'll need to provide them with the payee information for Fulton Bank, listed below

**Payee:** Fulton Bank, N.A.

**Routing Number:** 031301422

- If you receive a monthly statement it will be issued under the Fulton Bank name beginning **September 14, 2019**

**Will I receive new checks for my line of credit?**

No. You may continue to use The Columbia Bank checks through **September 14, 2020**. If you wish to obtain new line of credit checks or if you have not previously ordered them and would like to receive line of credit checks after **September 16, 2019**, please call us at **1.800.FULTON.4 (800.385.8664)**.

**Do I need to worry about outstanding line of credit checks that have been issued?**

No. Your outstanding checks will be honored up to six months from the issue date, as long as you have sufficient funds in your account. Outstanding checks presented after this date may be rejected in accordance with the terms governing your deposit account(s).

**What happens to a loan that is in process on September 14, 2019?**

Loan applications that are in process and are scheduled to close prior to or on **September 13, 2019** will close under The Columbia Bank. Applications that are in process and are scheduled to close on or after **September 14, 2019** will close under Fulton Bank.

**Do I need to take action on my loan/lease collateral documents?**

No. The recording entity for your vehicle title, mortgage, or any other recorded collateral document will be advised of the consolidation of The Columbia Bank and Fulton Bank.

**Should I contact my insurance company regarding my mortgage or title being held as collateral?**

Yes.

**\*Action Item:** For your small business loan, please update the mortgagee and/or loss payee clause on your insurance policy. The new clause should read as follows:

Fulton Bank, N.A.

Its Successors and/or Assigns

PO Box 200061

Kennesaw, GA 30156

**\*Action Item:** For your lease, please update the loss payee and additional insured clause on your insurance policy. The new clause should read as follows:

Fulton Bank, N.A.

Its Successors and/or Assigns

PO Box 398081

Minneapolis, MN 55439-8081

If you have any questions, please contact us at **1.888.TCB.BANK (1.888.822.2265)**.

## **MERCHANT SERVICES**

**Will my acceptance of credit cards be affected?**

No. The credit card processing system you use with Fulton Bank is completely separate from all other systems and is unaffected by any other changes.

**Will I process credit card payments differently?**

No. Please continue to process credit card payments as you do today.

## **SAFE DEPOSIT BOXES**

No action is required regarding your current safe deposit box. A separate communication will be mailed on **August 14, 2019** to a limited number of customers impacted with a change in rental fee.

## **SMALL BUSINESS/NON-PROFIT FEES**

The Small Business/Non-Profit Service Fee Disclosure found in this guide will be effective **September 14, 2019** in conjunction with consolidation to Fulton Bank. Regardless of any prior understandings, practices, or agreements regarding fee waivers, all Small Business/Non-Profit accounts will be subject to the fees listed in the disclosure section of this guide effective **September 14, 2019** in conjunction with the consolidation into Fulton Bank. To inquire if there is a fee waiver on your account, please contact us at **1.855.358.5210**. Please see the Small Business/Non-Profit Service Fee Disclosure in the disclosure section of this guide.

# *Important Account Disclosure Updates*

1. Small Business/Non-Profit Service Fee Disclosure
2. Notice of Change in Terms of Rules and Regulations for Deposit Accounts

Please keep these disclosures for your records.



**Small Business / Non-Profit Service Fee Disclosure**  
Effective September 9, 2019

**ACCOUNT ACTIVITY FEES**

**Business Checking**

Minimum Balance Requirement	\$0.00	
Excessive Items <sup>1</sup> (applies for each item that is in excess of 200 during that month)	\$0.50	Per Each Occurrence

**Business Premium Checking**

Minimum Ledger Requirement	\$10,000.00	
Account Maintenance Fee (if balance falls below required minimum balance)	\$25.00	Per Monthly Occurrence
Excessive Items <sup>1</sup> (applies for each item that is in excess of 400 during that month)	\$0.50	Per Each Occurrence

**Non-Profit Checking**

Minimum Balance Requirement	\$0.00	
Excessive Items <sup>1</sup> (applies for each item that is in excess of 200 during that month)	\$0.50	Per Each Occurrence

**Non-Profit Premium Checking**

Minimum Ledger Balance	\$5,000.00	
Or Average Monthly Collected Balance	\$10,000.00	
Account Maintenance Fee (if balance falls below required minimum balance)	\$15.00	Per Monthly Occurrence
Excessive Items <sup>1</sup> (applies for each item that is in excess of 400 during that month)	\$0.50	Per Each Occurrence

**Business Interest Checking**

Minimum Ledger Balance	\$15,000	
Account Maintenance Fee (if balance falls below required minimum balance)	\$30.00	Per Monthly Occurrence
Excessive Items <sup>1</sup> (applies for each item that is in excess of 400 during that month)	\$0.50	Per Each Occurrence
Minimum Investable Balance to Earn Interest	\$5,000.00	
Tier 1   \$0 - \$4,999.99		
Tier 2   \$5,000.01 - \$49,999		
Tier 3   \$49,999.01 - \$99,999		
Tier 4   \$99,999.01 - \$249,999		
Tier 5   \$249,999.01 and above		

**Business Statement Savings**

Minimum Balance Requirement	\$0.00	
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**Business Money Market**

Minimum Balance Requirement	\$1,000.00	
Account Maintenance Fee (if balance falls below required minimum balance)	\$20.00	

**ONLINE BANKING For Sole Proprietors or Sole Owner Businesses**

Single-User, Account Access, Account Transfers	No Charge	
Direct Connect with Quicken® or QuickBooks®	\$15.00	Per Month
Web Connect with Quicken® or QuickBooks®	No Charge	
Online Bill Pay (including Mobile Bill Pay and Tablet Bill Pay)	No Charge	
Online Bill Pay Options:		
Pay Today Electronic Payment (Expedited Payment)	\$9.95	Per Payment
Overnight Check Payment (Expedited Payment)	\$14.95	Per Payment

Transfer Money (Account to Account Transfer Service)		
Inbound transfers	No Charge	
Outbound transfers	\$2.00	Per Transaction
Mobile and Tablet Banking Options <sup>2</sup>		
Mobile Deposit (Includes 2 Mobile Deposits per monthly statement cycle, \$0.50 each thereafter)	\$0.50	Per Transaction

#### BOSS SMALL BUSINESS ONLINE BANKING

Tier I: Includes up to 3 Accounts with Single-User Access

Inquiry and Transfer

Stop Payment

No Charge  
Refer to Standard Account Fees Section

Tier II: Includes up to 5 Accounts with Multi-User Access

Inquiry and Transfer

Stop Payment

\$ .00 Per Month  
Refer to Standard Account Fees Section

#### BOSS Options:

Internet Bill Payment Monthly Maintenance

\$5.00 Per Month

Quicken® or QuickBooks® or CSV downloads

\$4.00 Per Month

*(Web Connect supported versions of Quicken® and QuickBooks® include the current year in addition to the two prior releases)*

Domestic Wire Transfer Functionality

\$10.00 Per Month

Go ID Hardware Security Tokens for Wire Release

\$20.00 Plus Shipping  
for each  
additional token  
over 2

Additional Accounts over Tier Limit

\$1.00 Each Acct/Per  
Month

#### STANDARD ACCOUNT FEES

Account Reconciliation / Research

\$30.00 Per Hour

ATM Withdrawal/Inquiry/Transfer (Foreign ATM Transaction)

\$2.50 Per Transaction

ATM/Debit Card International Service Fee

3% Of the U.S.  
Dollar amount  
of transaction

Cashiers Check

\$11.00 Per Check

Check Image Fee

\$2.00 Per Month

Checkbook / Deposit Ticket Orders

At Catalog Prices

Depository Transfer Checks (electronic)

\$3.00 Each

Deposited or Cashed Item Returned Fee

\$13.00 Each

Excess Activity Fee<sup>3</sup>

\$12.00 Per Occurrence

Extended Overdraft Fee<sup>4</sup> (per business day after 3<sup>rd</sup> consecutive business day of overdraft)

\$6.00 Per Day

Legal Process Fee (Child Support, Garnishments, Levy, Liens, and Writs)

\$150.00 Each

Night Deposit Bag

\$30.00 Per Bag

NSF Fee<sup>5</sup> (non-sufficient funds) (per returned item)

\$39.00 Per Item

Overdraft Fee<sup>5</sup> (per item paid)

\$39.00 Per Item

Overdraft Protection

Sweep Transfer from Deposit Account fee

\$12.00 Per Day

Sweep Transfer from Line of Credit (LOC) fee

\$12.00 Per Day

Safe Deposit Box Drilling

\$200.00

Safe Deposit Box Lost Key Fee

\$20.00

Safe Deposit Box Late Fee

\$10.00

Safe Deposit Box Annual Rental Fee<sup>6</sup>

Varies by box size

Special Account Instructions

\$13.00 Per Month

Statements – Additional

\$5.00 Each

Out of cycle statement (includes Reset and Snapshot statements)	\$5.00	Per Order
Stop Payment	\$33.00	Per Order
VISA Business Card	No Charge	
VISA Business Bonus Rewards PLUS	\$50.00	Per Year
VISA Business Debit Card (up to 2 cards per account)	No Charge	
VISA Debit / ATM Card Replacement Fee	\$10.00	
VISA Gift Card	\$3.95	
Zipper Bags	\$3.00	Each
<b>COIN AND CURRENCY PROCESSING</b>		
Coin/Currency Deposited & Verified	\$20.00	Per Hour
Coin Fee – Subject to Count Bags	\$5.00	Per Bag
Wrapped Coin & Currency Provided	\$0.10	Per Roll/Pack
<b>WIRE TRANSFER SERVICES</b>		
Domestic/International Incoming (USD)	\$15.00	Per Wire
Domestic Outgoing (USD)	\$30.00	Per Wire
Domestic Outgoing via BOSS	\$15.00	Per Wire

ALL FEES ARE SUBJECT TO CHANGE AT ANY TIME.

<sup>1</sup>Items include checks paid, deposit items, deposit tickets, and ACH debits and credits. <sup>2</sup>Fulton Bank does not charge a fee for you to use this service. Your provider may charge access fees or data usage fees to obtain web access. Message and data rates may apply. Check with your service carrier for more details on specific fees. <sup>3</sup>Note: Federal regulations limit transfers and withdrawals for money market and savings accounts to another account or to third parties by preauthorized, automatic, or telephone transfer, or by check, draft, debit card, or similar order made by the depositor and payable to third parties to six (6) per calendar month or statement cycle (or similar period) of at least four weeks. <sup>4</sup>Fee assessed on overdrawn balances including overdrafts created by the assessment of a service fee. <sup>5</sup>Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable. In addition to this charge, the bank reserves the right to assess interest on uncollected balances based on Bank's Prime Interest Rate, plus two percent (2%). <sup>6</sup>Contents are not insured by the Bank nor the FDIC. Rev. 9.9.2019



## **Important Information Regarding Your Deposit Account**

### **NOTICE OF CHANGE IN TERMS OF THE COLUMBIA BANK RULES AND REGULATIONS FOR DEPOSIT ACCOUNTS**

As part of the consolidation of The Columbia Bank into Fulton Bank, N.A., we are implementing changes to the Rules and Regulations that apply to your deposit account (the "Rules"). Accordingly, we are revising Sections A.12 (a)(b)(c)(f)(g) & (i), A.13, A.14, A.18, A.27, A.28, A.37, B.15, & E.15 of the Rules and making other changes to substitute the name and contact information of the new institution. We are enclosing two copies of new Sections A.12 (a)(b)(c)(f)(g) & (i), A.13, A.14, A.18, A.27, A.28, A.37, B.15, & E.15 with this Notice. One copy is "clean" and one copy is marked to show changes from the prior version. Among other matters, the changes will clarify the applicable laws due to Fulton Bank, N.A.'s status as a national bank conducting banking activities in multiple states. The new version of Sections A.12 (a)(b)(c)(f)(g) & (i), A.13, A.14, A.18, A.27, A.28, A.37, B.15, & E.15 and other changes as listed below will be effective on September 20, 2019. However, the following sections are impacted by Bank name changes or contact information changes and are effective as of September 14, 2019:

Preamble, A.1, and E.4:—Fulton Bank, N.A. replaces any reference to The Columbia Bank.

- Preamble, A.1: Notice Address now means:  
Fulton Bank, N.A.  
1695 State Street  
East Petersburg, PA 17520
- E.1—The phone number will change from 1.888.822.2265 to 1.800.FULTON.4 (800.385.8664).
- E.2—The fax number will change from 717.569.6316 to 717.581.3260.

Please retain this information with your other bank documents. If you have any questions, please feel free to call your branch representative or our Direct Banking Center at 1.800.FULTON.4 (800.385.8664).

## AMENDMENTS TO THE COLUMBIA BANK RULES AND REGULATIONS FOR DEPOSIT ACCOUNTS—

### EDITED VERSION EXCERPTS

#### A. PROVISIONS APPLICABLE TO ALL TYPES OF DEPOSIT ACCOUNTS

##### 12. JOINT, PAYABLE-ON-DEATH AND TRUST (MULTIPLE-PARTY) ACCOUNTS

The provisions in this Section A.12, captioned JOINT, PAYABLE-ON-DEATH AND TRUST (MULTI-PARTY) ACCOUNTS, apply to multiple-party accounts.

**(a) <sup>1</sup>What is a multiple-party account?** If you have designated this account on the account agreement and/or signature card as a joint, payable-on-death (“P.O.D.”) or trust account, ~~as defined in Maryland’s Multiple-Party Accounts Law, Md. Code Ann., Financial Institutions § 1-204 (“MPAL”),~~ then this account is a multiple-party account subject to applicable law. ~~the MPAL.~~ A party to a multiple-party account is a person who, by the terms of the account, has possesses a present right, subject to request, to draw upon funds in the payment from a multiple-party account. ~~Beneficiaries of A beneficiary of a trust accounts, and a P.O.D. payees of a P.O.D. accounts and convenience persons, as set forth in the MPAL, are not parties to multiple-party accounts.~~ is party to a multiple-party account only after the account becomes payable to him or her by reason of his or her surviving the original payee(s) or trustee(s).

**(b) Notice About Multiple-Party Accounts (NJ Only)** If you have designated this account on the account agreement and/or signature card as a joint, payable-on-death (“P.O.D.”) or trust account, as defined in New Jersey’s Multiple-party Deposit Account Law, N.J.S.A. § 17:16l-1 et seq. (“NJMDAL”), then this account is a multiple-party account subject to the NJMDAL. Beneficiaries of trust accounts and P.O.D. payees of P.O.D. accounts, as set forth in the NJMDAL, are not parties to multiple-party accounts unless and until they have a present right of withdrawal. To the extent the provisions in this paragraph conflict with any other provision herein, the terms of this paragraph shall govern New Jersey multiple-party accounts.

~~(b)~~ **(c) Right of survivorship.** Unless the account agreement and/or signature card expressly provides otherwise, upon the death of a party to a multiple-party account, all of the funds in the account will belong to the surviving party or parties; and (ii) notwithstanding the foregoing, in accordance with applicable law but there shall be no such right of survivorship with respect to multiple trust beneficiaries or P.O.D. payees who become parties to the account.

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~~(f)~~ **(g) Payments we may make from account.** We may make payment from a multiple-party account, including payment of the entire account balance: (i) pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request by a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. We have no liability for payments made pursuant to applicable law and these Rules.

~~(g)~~ **(h) Ownership of contributions.** ~~Each~~ Unless there is clear and convincing evidence of a different intent or applicable otherwise provides, during his or her lifetime, each party to a multiple-party account owns the funds in the account in proportion to his or her net contribution to the account. We are not required to determine any such net contribution. Ownership of a multiple-party account cannot be changed by will.

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<sup>1</sup> Each paragraph in Section A.12 will be renumbered due the addition of a new subparagraph. Each numbering or subparagraph reference change is not reflected in this Edited Version.

~~#~~ **(j) Authority of parties.** You authorize each party to operate the multiple-party account without the consent or approval of any other party, and you agree that we may act on any instruction of a party without liability to any other party. This is true even if the account is in the name of one party "and" another party. Examples of instructions we may act on include adding another party to the account, stopping payment on an item, changing the form of the account, prohibiting withdrawals from the account, arranging for the account to be pledged as security, closing the account, transferring money out of the account to another account with different owners, disclosing the transactions of other parties and issuing devices to access the funds in the account.

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### **13. CUSTODIAL AND GUARDIANSHIP ACCOUNTS**

Custodians for the benefit of a minor may establish accounts ~~under the Maryland Uniform Transfers to Minors Act, Md. Code Ann, Estates & Trusts § 13-301 et seq.~~ on the terms set forth under applicable law. Upon the death or resignation of the custodian, a successor custodian will be appointed in accordance with the donor's instructions or applicable law. We may act, in good faith and without a court order, on the instructions of or otherwise deal with any person purporting to make a transfer or purporting to act in the capacity of a custodian. In the absence of knowledge, we are not responsible for determining the validity or propriety of the purported custodian's designation, any act of the purported custodian, any instrument or instructions executed or given by the person purporting to make a transfer or the application of any property of the minor delivered to the purported custodian. Guardians may also establish accounts for the benefit of persons under their guardianship. Guardians must provide us with a copy of the document establishing the guardianship appointment in order to open the account. If we agree to open the account, we will honor the terms and conditions of the appointment to the extent that they are consistent with these Rules and our policies.

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### **14. FIDUCIARIES AND AGENTS**

Any individual acting as attorney-in-fact, agent, guardian, personal representative, designee authorized to make withdrawals and/or give us instructions (see Section A.7 captioned WHO CAN MAKE DEPOSITS AND WITHDRAWALS AND GIVE US INSTRUCTIONS), trustee, custodian or fiduciary (collectively, an "agent") must be designated as such on our records. You authorize us to honor account instructions of your agent regarding your account until we receive written notice that the agency or fiduciary relationship has been terminated ~~and~~ or actual notice, at the office where the account is maintained, of your death or incompetency. No such notice is effective until we have had a reasonable opportunity to act upon ~~that notice~~ it. We will not be liable to you in any way if your agent misapplies any of the funds from your account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship. Unless prohibited by law, we may, in our sole discretion, refuse to honor a power of attorney or require that it be in a form satisfactory to us. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of our honoring a power of attorney. We may require that your agent confirm in an affidavit that the power of attorney has not been revoked or that you register the power of attorney with the appropriate recording authorities. We may restrict the types and/or sizes of transactions we permit your agent to conduct.

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### **18. LIEN ON DEPOSITS; RIGHT TO SET-OFF**

As long as any legally required disclosures are given, we will have a continuing lien on amounts in your account as security for all your liabilities to us, whether direct, contingent, past, present or future. At any time, your matured liabilities may be automatically set-off either in whole or in part against any of your accounts, even though other persons may have an interest in those accounts. Such liabilities include, to the extent permitted by law, those that may arise from other products or services you have obtained from us except credit cards. This set-off will discharge us from all liability in connection with such accounts. In order to protect our right of set-off, if you file for bankruptcy, we may place a temporary administrative hold on your account. While this hold is in effect, no checks, items, debits, fees, charges, transfers or withdrawals, regardless of how initiated, will be permitted. To the extent permitted by law, we reserve the right to set-off against direct deposits of Social Security benefits and other federal, state and/or local government benefits. This Section A.18, captioned LIEN ON DEPOSITS; RIGHT TO SET-OFF, does not apply to a regular trust account or under a testamentary trust or a trust agreement which has significance apart from the account, an individual retirement account, or any other tax-deferred retirement account or any other account that receives special tax treatment.

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## **27. ~~FEDERAL AND MARYLAND LAW-APPLICABLE LAW~~**

~~These Rules (except the Arbitration Provision) and all accounts subject thereto are governed by the laws of the State of New Jersey, where we are chartered, and of the United States of America. The interest rate and other terms applicable to accounts are subject to change by us without prior notice to the extent necessary to comply with applicable law.~~ For accounts opened prior to September 20, 2019: Your account (except the Arbitration Provision) is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of the primary account holder's address in our records as of September 20, 2019, only if such address is in a state where the Bank operates a branch office. For accounts where the primary account holder's address in our records as of September 20, 2019 is not in a state where the Bank operates a branch office, these accounts (except the Arbitration Provision) are governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the Commonwealth of Pennsylvania. This designation of the applicability of state law to your account will not be modified after September 20, 2019 by any future account holder address changes or the opening of new Bank branches.

For accounts opened on or after September 20, 2019: Your account (except the Arbitration Provision) is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and the primary accountholder's address is in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of the address of the primary accountholder in our records at the time the account is opened. If the primary account holder does not reside in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the Commonwealth of Pennsylvania.

For all accounts: The interest rate and other terms applicable to accounts are subject to change by us without prior notice to the extent necessary to comply with applicable law.

## **28. DEPOSITS BY MINORS**

~~If we accept a deposit by and in the name of a minor, we will hold the deposit for the exclusive benefit of the minor and/or the minor's creditors. The minor may withdraw money from the account and a receipt signed by~~

~~the minor discharges us for the withdrawal. We may establish accounts for, accept and receive deposits from and honor withdrawal requests and other account instructions made by minors on the terms set forth in applicable law. If you are a minor, your parent or guardian shall not in his or her capacity as parent or guardian have the power to withdraw or transfer funds in your account. Any action of yours with respect to your account shall be binding on you with the same effect as though an adult.~~

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### **37. LEGAL ACTION TAKEN AGAINST YOUR ACCOUNT**

Except as otherwise provided herein for multiple-party accounts, if an attachment, garnishment, levy, order, decree or other state or federal legal process (collectively, "legal process") is brought against your account, we may refuse to permit or we may limit withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that appears or is purported to be legal process issued out of any court or governmental agency, you hereby authorize us to accept and comply with it, no matter how it was received by us. You hereby direct us not to contest on your behalf any such document or legal process and to comply with such process as we determine to be appropriate in the circumstances without liability of us to you, even if the legal process or document purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leave insufficient funds to pay a check you have written or any other withdrawal or debit you have authorized or initiated. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of any such document or legal process or our handling of such document or legal process. You agree that we may (i) charge any expenses and fees related to any such document or legal process to your account or any other account you may have with us without prior notice to you, or we may (ii) bill you directly for such expenses and fees or (iii) to the extent permitted by law, deduct such expenses and fees from the amount levied. Any garnishment, attachment or other levy against your account is subject to our right of set-off and any security interest we may have. You also authorize us to pay adverse claims as permitted under applicable law.

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## **B. PROVISIONS APPLICABLE TO ALL CHECKING ACCOUNTS, INTEREST CHECKING ACCOUNTS AND MONEY MARKET ACCOUNTS**

### **15. ATM SAFETY NOTICE**

When you use an automated teller machine to access your account, particularly during hours of darkness you should (i) be alert and aware of your surroundings; (ii) and defer transactions if circumstances cause you to be apprehensive for your safety; (ii) close the entry door after entering any ATM facility that has a door; (iii) place withdrawn cash securely upon your person before exiting any ATM facility; (iv) be accompanied by another person; (iii) refrain from displaying cash, place your cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as your car or home; (vi) use another automated teller machine ATM or return at a later time if anything suspicious is noticed; (vii) cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an automated teller machine ATM; and (viii) immediately report all crimes to the operator of the automated teller machine ATM and to local law enforcement officials. If you have a complaint about the security of an ATM, please contact the operator of the ATM or, for ATMs located in New Jersey, the New Jersey Department of Banking and Insurance at (800) 446-7467. For ATMs that we operate, you may contact us at (800) 385-8664.

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## **E. ARBITRATION PROVISION**

**15. AMENDMENT; TERMINATION.**

Notwithstanding any language in these Rules the contrary: (a) We will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision. (b) We will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

**AMENDMENTS TO THE COLUMBIA BANK RULES AND REGULATIONS FOR DEPOSIT ACCOUNTS—  
CLEAN VERSION EXCERPTS**

**12. JOINT, Payable-On-Death and Trust (Multiple-Party) ACCOUNTS**

The provisions in this Section A.12, captioned JOINT, PAYABLE-ON-DEATH AND TRUST (MULTI-PARTY) ACCOUNTS, apply to multiple-party accounts.

**(a) What is a multiple-party account?** If you have designated this account on the account agreement and/or signature card as a joint, payable-on-death or trust account, then this account is a multiple-party account subject to applicable law. A party to a multiple-party account is a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account. A beneficiary of a trust account, and a P.O.D. payee of a P.O.D. account, is party to a multiple-party account only after the account becomes payable to him or her by reason of his or her surviving the original payee(s) or trustee(s).

**(b) Notice About Multiple-Party Accounts (NJ Only)** If you have designated this account on the account agreement and/or signature card as a joint, payable-on-death ("P.O.D.") or trust account, as defined in New Jersey's Multiple-party Deposit Account Law, N.J.S.A. § 17:16I-1 *et seq.* ("NJMDAL"), then this account is a multiple-party account subject to the NJMDAL. Beneficiaries of trust accounts and P.O.D. payees of P.O.D. accounts, as set forth in the NJMDAL, are not parties to multiple-party accounts unless and until they have a present right of withdrawal. To the extent the provisions in this paragraph conflict with any other provision herein, the terms of this paragraph shall govern New Jersey multiple-party accounts.

**(c) Right of survivorship.** Unless the account agreement and/or signature card expressly provides otherwise upon the death of a party to a multiple-party account, all of the funds in the account will belong to the surviving party or parties in accordance with applicable law but there shall be no such right of survivorship with respect to multiple trust beneficiaries or P.O.D. payees who become parties to the account.

...

**(g) Payments we may make from account.** We may make payment from a multiple-party account, including payment of the entire account balance: (i) pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request by a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. We have no liability for payments made pursuant to applicable law and these Rules.

**(h) Ownership of contributions.** Unless there is clear and convincing evidence of a different intent or applicable otherwise provides, during his or her lifetime, each party to a multiple-party account owns the funds in the account in proportion to his or her net contribution to the account. We are not required to determine any such net contribution. Ownership of a multiple-party account cannot be changed by will.

...

**(j) Authority of parties.** You authorize each party to operate the multiple-party account without the consent or approval of any other party, and you agree that we may act on any instruction of a party without liability to any other party. This is true even if the account is in the name of one party "and" another party. Examples of instructions we may act on include adding another party to the account, stopping payment on an item, changing the form of the account, prohibiting withdrawals from the account, arranging for the account to be pledged as security, closing the account, transferring money out of the account to another account with different owners, disclosing the transactions of other parties and issuing devices to access the funds in the account.

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### **13. CUSTODIAL AND GUARDIANSHIP ACCOUNTS**

Custodians for the benefit of a minor may establish accounts on the terms set forth under applicable law. Upon the death or resignation of the custodian, a successor custodian will be appointed in accordance with the donor's instructions or applicable law. We may act, in good faith and without a court order, on the instructions of or otherwise deal with any person purporting to make a transfer or purporting to act in the capacity of a custodian. In the absence of knowledge, we are not responsible for determining the validity or propriety of the purported custodian's designation, any act of the purported custodian, any instrument or instructions executed or given by the person purporting to make a transfer or the application of any property of the minor delivered to the purported custodian. Guardians may also establish accounts for the benefit of persons under their guardianship. Guardians must provide us with a copy of the document establishing the guardianship appointment in order to open the account. If we agree to open the account, we will honor the terms and conditions of the appointment to the extent that they are consistent with these Rules and our policies.

### **14. FIDUCIARIES AND AGENTS**

Any individual acting as attorney-in-fact, agent, guardian, personal representative, designee authorized to make withdrawals and/or give us instructions (see Section A.7 captioned WHO CAN MAKE DEPOSITS AND WITHDRAWALS AND GIVE US INSTRUCTIONS), trustee, custodian or fiduciary (collectively, an "agent") must be designated as such on our records. You authorize us to honor account instructions of your agent regarding your account until we receive written notice that the agency or fiduciary relationship has been terminated or actual notice, at the office where the account is maintained, of your death or incompetency. No such notice is effective until we have had a reasonable opportunity to act upon it. We will not be liable to you in any way if your agent misapplies any of the funds from your account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship. Unless prohibited by law, we may, in our sole discretion, refuse to honor a power of attorney or require that it be in a form satisfactory to us. You agree we are not liable to you for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of our honoring a power of attorney. We may require that your agent confirm in an affidavit that the power of attorney has not been revoked or that you register the power of attorney with the appropriate recording authorities. We may restrict the types and/or sizes of transactions we permit your agent to conduct.

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### **18. LIEN ON DEPOSITS; RIGHT TO SET-OFF**

As long as any legally required disclosures are given, we will have a continuing lien on amounts in your account as security for all your liabilities to us, whether direct, contingent, past, present or future. At any time, your matured liabilities may be automatically set-off either in whole or in part against any of your accounts, even though other persons may have an interest in those accounts. Such liabilities include, to the extent permitted by law, those that may arise from other products or services you have obtained from us except credit cards. This set-off will discharge us from all liability in connection with such accounts. In order to protect our right of set-off, if you file for bankruptcy, we may place a temporary administrative hold on your account. While this hold is in effect, no checks, items, debits, fees, charges, transfers or withdrawals, regardless of how initiated, will be permitted. To the extent permitted by law, we reserve the right to set-off against direct deposits of Social Security benefits and other federal, state and/or local government benefits. This Section A.18, captioned LIEN ON DEPOSITS; RIGHT TO SET-OFF, does not apply to a regular trust account under a testamentary trust or a trust agreement which has significance apart from the account, an individual retirement account, any other tax-deferred retirement account or any other account that receives special tax

treatment.

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## **27. APPLICABLE LAW**

**For accounts opened prior to September 20, 2019:** Your account (except the Arbitration Provision) is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of the primary account holder's address in our records as of September 20, 2019, only if such address is in a state where the Bank operates a branch office. For accounts where the primary account holder's address in our records as of September 20, 2019 is not in a state where the Bank operates a branch office, these accounts (except the Arbitration Provision) are governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the Commonwealth of Pennsylvania. This designation of the applicability of state law to your account will not be modified after September 20, 2019 by any future account holder address changes or the opening of new Bank branches.

**For accounts opened on or after September 20, 2019:** Your account (except the Arbitration Provision) is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and the primary accountholder's address is in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of the address of the primary accountholder in our records at the time the account is opened. If the primary account holder does not reside in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the Commonwealth of Pennsylvania.

**For all accounts:** The interest rate and other terms applicable to accounts are subject to change by us without prior notice to the extent necessary to comply with applicable law.

## **28. DEPOSITS BY MINORS**

We may establish accounts for, accept and receive deposits from and honor withdrawal requests and other account instructions made by minors on the terms set forth in applicable law. If you are a minor, your parent or guardian shall not in his or her capacity as parent or guardian have the power to withdraw or transfer funds in your account. Any action of yours with respect to your account shall be binding on you with the same effect as though an adult.

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## **37. LEGAL ACTION TAKEN AGAINST YOUR ACCOUNT**

Except as otherwise provided herein for multiple-party accounts, if an attachment, garnishment, levy, order, decree or other state or federal legal process (collectively, "legal process") is brought against your account, we may refuse to permit or we may limit withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that appears or is purported to be legal process issued out of any court or governmental agency, you hereby authorize us to accept and comply with it, no matter how it was received by us. You hereby direct us not to contest on your behalf any such document or legal process and to comply with such process as we determine to be appropriate in the circumstances without liability of us to you, even if the legal process or document purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leave insufficient funds to pay a check you have written or any other withdrawal or debit you have authorized or initiated. You agree we are not liable to you

for, and you will indemnify and hold us harmless from, any and all damages, losses, costs and expenses we may incur as a result of any such document or legal process or our handling of such document or legal process. You agree that we may (i) charge any expenses and fees related to any such document or legal process to your account or any other account you may have with us without prior notice to you, (ii) bill you directly for such expenses and fees or (iii) to the extent permitted by law, deduct such expenses and fees from the amount levied. Any garnishment, attachment or other levy against your account is subject to our right of set-off and any security interest we may have. You also authorize us to pay adverse claims as permitted under applicable law.

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## **B. PROVISIONS APPLICABLE TO ALL CHECKING ACCOUNTS, INTEREST CHECKING ACCOUNTS AND MONEY MARKET ACCOUNTS**

### **15. ATM SAFETY NOTICE**

When you use an automated teller machine to access your account, particularly during hours of darkness you should (i) be alert and aware of your surroundings and defer transactions if circumstances cause you to be apprehensive for your safety; (ii) close the entry door after entering any ATM facility that has a door; (iii) place withdrawn cash securely upon your person before exiting any ATM facility; (iv) be accompanied by another person; (v) refrain from displaying cash, place your cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as your car or home; (vi) use another ATM or return at a later time if anything suspicious is noticed; (vii) cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an ATM; and (viii) immediately report all crimes to the operator of the ATM and to local law enforcement officials. If you have a complaint about the security of an ATM, please contact the operator of the ATM or, for ATMs located in New Jersey, the New Jersey Department of Banking and Insurance at (800) 446-7467. For ATMs that we operate, you may contact us at (800) 385-8664.

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## **E. ARBITRATION PROVISION**

### **15. AMENDMENT; TERMINATION.**

Notwithstanding any language in these Rules the contrary: (a) We will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision. (b) We will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.