

# Northwest Bank

## Deposit Account Agreement & Disclosure

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#### WELCOME TO NORTHWEST BANK

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

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

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

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

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

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

3. **BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS.** To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise

involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e. the beneficial owners) helps law enforcement investigate and prosecute these crimes. If information required in accordance with this regulation is not provided to us, the account may be subject to closure.

4. **ACCOUNT ACCESS.** You can access your account using any one of Northwest's several delivery channels (i.e. branch location, mobile banking, online banking, etc.) Access to accounts will be granted at Northwest's discretion to account owners and parties authorized by account owners. Northwest monitors your account access and activity. If any activity is deemed suspicious or inconsistent with normal activity in your account, we may "freeze" your account without prior notice to you. We do so at our discretion and may either accept or return items and deposits without being liable to you. If at any time we believe your account is involved in irregular, unlawful, or fraudulent activity we may freeze some or all of the funds in your account and any other account you maintain with us without liability to you. If we do freeze your account we will provide notice to you within a reasonable period of time. Notice may be provided orally or by other means such as through Online Banking. We may not provide notice to you if we believe doing so could result in a security risk to us or the owner of the account.

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

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

**Checking Accounts.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules applicable to your Account or for other services performed by us. You agree that fees and charges may be changed by us from time to time and authorize us to charge your Account for their payment whether or not a charge results in an overdraft of your Account. We will notify you of any changes, to the extent required by law.

9. **BALANCE METHODS.** As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of the principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of the principal in the account each day."

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

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

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

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

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

**Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You warrant that all endorsements appearing on deposited items are genuine and you authorize us to supply missing endorsements. **All checks and other items deposited to your Account should be endorsed with your signature followed by "for deposit only". If deposited via mobile device, endorse with your signature and the words "for Northwest mobile deposit only". If deposited at an ATM, endorse with your signature and the words "for Northwest ATM deposit only".**

All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black or blue ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. We may, at our discretion, refuse to accept the item if the endorsement is insufficient or if fraud is suspected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Substitute Checks and Electronic Files Pertaining to Original Checks.** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. For further information regarding substitute checks and your rights when substitute checks are created, please refer to the Substitute Check Policy Disclosure.

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

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

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

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

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

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

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

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

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

**Overdraft Policy.**

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

**Courtesy Overdraft Service.** We are not obligated to pay any overdraft. Subject to the special rules discussed below for Everyday Debit Card Transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. If we return an item unpaid, you agree to pay any service charge we impose. We may not impose a service charge in connection with an overdraft that results from an everyday debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. Business purpose accounts are not eligible for protection from service charges resulting from Everyday Debit Card Transactions. If your account is eligible for the program and you have not opted out,

the aggregate overdraft limit for Personal accounts can fluctuate daily between \$0 and \$1,500, based on, but not limited to, the following factors: the age of your account and the number, frequency, and amount of your deposit(s).

**Definitions of Debit Card Transactions:**

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

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

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

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

**Postdated Items.** You agree that, when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. You must execute a stop payment order with associated service charges for us to honor your request. Notices are effective for the time periods stated under "Stop Payment Orders." You agree that we may return a postdated check to the presenter.

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

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

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

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

**Re-presented Items**

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

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

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

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

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

If your checks are lost or stolen you agree to notify us immediately. For security reasons, we reserve the right to close your Account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

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

**Non-Customer Check Cashing and Identification.** If a person who is not a deposit customer of ours presents a check drawn against one of your Accounts for payment over the counter, we may require identification that meets our standards which may include a thumbprint or fingerprint from

the person and we may (subject to applicable law) charge the person a service charge for cashing the check. You agree that if the person refuses to comply with our identification standards and/or refuses to pay a service charge, we may dishonor the check and we have no liability to you for refusing to cash the check. If Northwest has reason to believe that a check drawn on your account is fraudulent or not clearly authorized by you, we may delay cashing this item. You agree we are not liable for delaying this transaction.

**14. CHECK PROCESSING.**

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

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

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

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

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

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

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

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

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

**16. STALE CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. If we pay a stale dated check, you agree that we will debit the amount from your Account, and you shall be liable for the amount.

**17. STRUCTURING OF CERTAIN CHECKING ACCOUNTS.** Interest Bearing and Non-Interest Bearing Checking Accounts may be structured with two subaccounts; a checking subaccount, and a savings subaccount. The Bank will do this for internal accounting and reserve requirements purposes. On the Bank's records, the funds in your checking account will be allocated between the subaccounts using a formula that keeps the checking account balance below a threshold limit established by the Bank.

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

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

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

**Stop Payment against a Check or Other Item.** An active stop payment request against a check or other item payable from your Account will be effective if we receive the order before we have paid the item and at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months at which time it becomes an expired stop payment order. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. If the stop payment is not renewed, the

stop will become inactive after six (6) months and the check may be eligible for normal processing. You are responsible for renewing the stop payment for an additional six (6) months with payment of the applicable fee.

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

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

20. **JOINT ACCOUNT OWNERSHIP**

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

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

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

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

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

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

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

**Definitions of Joint Account Ownership**

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

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

21. **TOTTEN TRUST ACCOUNT.** A Totten trust account (may also be known as an "in trust for" account) is an informal trust account, reflected on our records, without a written trust agreement, where the account is owned by the depositor/trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. When the trustee dies, the account is owned by the named beneficiary or beneficiaries in equal shares. If the Totten trust account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

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

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

24. **FORMAL TRUST ACCOUNT.** A formal trust account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and

- all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the account.
25. **UNIFORM TRANSFER TO MINORS.** If you have established the account as a custodian for a minor beneficiary under the applicable state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan. Deposits in the account will be held by us for the exclusive right and benefit of the minor. Custodians opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.
26. **AGENCY ACCOUNT.** An agency account is an account to which funds may be deposited and withdrawals made by an agent designated by the owner of the funds. An agent has full authority with regard to the account but does not have an ownership interest in the account. An agency account is revocable at any time by notifying us in writing. An agency designation may be combined with one of the other forms of account ownership.
27. **BUSINESS ACCOUNTS.** If the account is used for business purposes (a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), the account holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card and to bind the company to this agreement and any resolution to allow specific individuals to control the account to act on behalf of the account holder. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized to control the account or the form of ownership. You agree to notify us in writing of any change in ownership of the business or changes to individuals with the ability to control the account. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.
28. **FIDUCIARY ACCOUNTS.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, and conservatorship accounts, and any formal trust account, Uniform Transfers to Minors Act account, or agency account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter. We reserve the right to decline to accept a fiduciary account.
29. **INTEREST ON LAWYERS' TRUST ACCOUNT (IOLTA).** Subject to applicable law, an attorney client trust or IOLTA trust account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an attorney client trust or IOLTA trust account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify, defend and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA trust account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA trust account will be remitted to the designated organization, pursuant to your instructions and at your request. IOLTA trust accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.
30. **REAL ESTATE BROKER CLIENT TRUST ACCOUNTS.** Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and / or real estate professional rules. (*Note, in New York, this category of accounts includes client trust accounts.*)
31. **GOVERNMENT/MUNICIPAL/PUBLIC FUNDS ACCOUNTS.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) in a form acceptable to us stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. As required by law, you agree not to enter into any other agreements regarding this type of account.
32. **POWER OF ATTORNEY.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. If you appoint a legal representative or an attorney-in-fact (for example, if you give someone power of attorney), that person will also be bound by this agreement. We may refuse to accept a power of attorney that fails to meet minimum requirements as determined by Northwest. As a condition to accepting a power of attorney, we may require an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.
33. **ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledgee.
34. **FINANCIAL INSTITUTION LIABILITY.** We agree to operate with ordinary care and without gross negligence or willful misconduct. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential, indirect, punitive or exemplary damages. In receiving items from you we act only as your agent, not as your fiduciary. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.
35. **RIGHT OF SETOFF.** We may charge or set off funds in your Account for any direct, indirect and/or acquired obligations that any account holder owes us now or in the future to the fullest extent permitted by law.
36. **DORMANT ACCOUNTS.** If you have not made a withdrawal from or a deposit to your Account for an extended period of time, typically two (2) years, your Account may be classified by us as a dormant account subject to applicable law. Once your account becomes dormant, we will send you a periodic notice to the last address on file. We may charge a dormant account fee on the account per the prevailing Schedule. If enough time has elapsed, the account may be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law. Additional fees may be assessed based on applicable state laws.



37. **PERIODIC ACCOUNT STATEMENTS.** You are responsible for promptly examining your account statement each statement period and reporting any irregularities to us. The periodic account statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement and checks are made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged items were made available. We are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to a discrepancy associated with a branch-initiated transaction(s) unless you notify us within thirty (30) calendar days after the statement containing the disputed transaction(s) was transmitted to you and/or the item(s) are made available. Except for transactions covered by the Electronic Funds Transfer Act, you must also report any other account problem within sixty (60) calendar days or lose your right to assert the problem against us. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure, if applicable, for further information. If you have requested us to hold your periodic account statements, we have the right to mail your periodic account statements if you have not claimed them within thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.
38. **CHANGE OF ADDRESS:** Please notify us of any change in your address. Your statements and notices will not be forwarded by the United States Postal Service. If your statement is returned to us, we may suspend further delivery until a current address is received. You can notify us of an address change by phone (with proper verification), mail, in person, or through our Online Banking system.
39. **WIRE AND ACH TRANSACTIONS.** You agree to enter into and comply with our Transfer of Funds Agreement and Wire Transfer Authorization and to comply with our security procedures and this section. We advise you that any receiving financial institution, including us, is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.
- Provisional Payment.** Credit given by us to you with respect to an ACH credit or wire funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.
- Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wire funds transfer item.
- Account Termination.** If your Account is closed, you will still be responsible for any outstanding items, service charges, or overdrafts incurred, before, during, or after the time your Account was closed. We are not required to close the Account at your request until all known authorized or outstanding items (including checks and ATM, point-of-sale, ACH, and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions, or other unresolved internal research requests/disputes concerning the Account) have been resolved. We reserve the right to temporarily re-activate your Account after it has been closed to process transactions that you initiated or authorized, but were not completely processed, before your Account was closed. In addition, we may temporarily re-activate your Account as part of the process of resolving disputes of transactions that occurred before your Account was closed. Any items presented for payment after an Account has been closed will be returned to the payee, and you will be liable for any associated charges. However, we may re-activate your Account to process items that are returned to us after your Account is closed if we have already paid the item on your behalf. In these cases, you will be responsible for any negative balance that is created due to money you owe us. Any additional deposits or electronic credits (including Social Security, pension payments, and automatic payroll deposits) will be returned to the originator.
40. **UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED.** If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.
41. **NOTICES.** The following terms apply to notices relating to your Account.
- Account Changes.** It is your responsibility to notify us of any change in your account information (including but not limited to, change in address, name, ownership, etc.). Any account owner or person authorized to sign on an account is required to notify us in writing if any other account owner or person authorized to sign on an account dies or is declared incompetent by a court. All account activity will continue until Northwest is notified of the death of an account owner. We are required to honor items drawn only on the listed account name. Further, we will communicate with you only at the most recent address provided to us.
- Account Termination.** You and we agree that either of us may close your Account(s) and terminate this Agreement at any time with or without cause. If your Account reaches a zero balance, we believe your account to be compromised or involved in unlawful activity, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice. You agree that in instances of account abuse, to prevent a loss, or if your behavior poses a threat to the bank or its employees, notice is reasonably given by us if mailed immediately upon account closure. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than those previously stated above or when we close the account due to our opinion that it is necessary to protect us from adverse legal ramifications including prevention of a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address at least thirty (30) calendar days prior to the date upon which an account will be closed and this Agreement terminated. You may close any of your Accounts by notifying us in writing. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest unless we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any account checks are lost or stolen; or, any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.
42. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state in which the branch you opened your Account is located, or if the account was opened online, by the Commonwealth of Pennsylvania. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

43. **LEGAL PROCESS.** "Legal process" includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture, or other similar order. We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means; or served at locations other than the location where the account, property or records are held. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so. We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you, return checks and other items unpaid and refuse to permit 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 charge your Account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal process. We may produce documents held at, or provide access to property that is located in, any of our facilities or any facility operated by third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

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

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

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

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

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

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

**Examples of Structuring.**

1. John has \$15,000 in cash he obtained from selling his truck. John knows that if he deposits \$15,000 in cash, his financial institution will be required to file a CTR. John instead deposits \$7,500 in cash in the morning with one financial institution employee and comes back to the financial institution later in the day to another employee to deposit the remaining \$7,500, hoping to evade the CTR reporting requirement.
2. Jane needs \$18,000 in cash to pay for supplies for her wood-carving business. Jane cashes a \$9,000 personal check at a financial institution on a Monday, and then cashes another \$9,000 personal check at the financial institution the following day. Jane cashed the checks separately and structured the transactions in an attempt to evade the CTR reporting requirement.
3. A married couple, John and Jane, sell a vehicle for \$15,000 in cash. To evade the CTR reporting requirement, John and Jane structure their transactions using different accounts. John deposits \$8,000 of that money into his and Jane's joint account in the morning. Later that day, Jane deposits \$1,500 into the joint account, and then \$5,500 into her sister's account, which is later transferred to John and Jane's joint account.
4. Bob wants to place \$24,000 cash he earned from his illegal activities into the financial system by using a wire transfer. Bob knows his financial institution will file a CTR if he purchases a wire with over \$10,000 currency in one day. To evade the CTR reporting requirement, Bob wires the \$24,000 by purchasing wires with currency in \$6,000 increments over a short period of time, occasionally skipping days in an attempt to prevent the financial institution from filing a CTR.

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

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

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

**Applicable Law.** Except to the extent that federal law preempts state law, you and we agree that the arbitrator(s) shall give effect to the substantive law of the state in which the account is opened, including but not limited to, conflicts of law provisions, statutes of limitations, and matters pertaining

to the validity of this arbitration provision in determining matters submitted to arbitration under this arbitration provision; provided, however, that the Federal Arbitration Act (Title 9 U.S.C.), to the extent inconsistent, will supersede the laws of such state and govern.

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

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

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

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

**48. CLASS ACTION WAIVER**

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

*THE PARTIES ACKNOWLEDGE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY CLAIMS AND IS NON-SEVERABLE FROM THE ARBITRATION PROVISION. IF THE CLASS ACTION WAIVER IS VOIDED, FOUND UNENFORCEABLE, OR LIMITED WITH RESPECT TO ANY CLAIM FOR WHICH YOU SEEK CLASS-WIDE RELIEF, THEN THE PARTIES' ARBITRATION PROVISION (EXCEPT FOR THIS SENTENCE) SHALL BE NULL AND VOID WITH RESPECT TO SUCH CLAIM, SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THE CLASS ACTION WAIVER. HOWEVER, THE ARBITRATION PROVISION SHALL REMAIN VALID WITH RESPECT TO ALL OTHER CLAIMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.*

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

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

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

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

**49. CREDIT VERIFICATION.** You authorize us to request and obtain one or more consumer/credit reports about you from one or more consumer/credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a consumer/credit reporting agency if your Account has closed because you have abused it.

**50. SYSTEMS AND SOFTWARE.** We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**51. MISCELLANEOUS PROVISIONS.** If you or your Account becomes involved in any legal proceedings, your use of the account may be restricted. You agree not to use the account for any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.