Business Deposit Account Agreement

Santander®

Business Deposit Account Agreement

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Business Deposit Account Agreement

WELCOME

Thank you for opening your Account with Santander Bank, N.A. ("**Santander**", "**we**", "**our**", or "**us**"). We are committed to doing all we can to make your banking experience simple and convenient. You will find more about how your Account works and helpful reference information on the following pages. Please read this entire Business Deposit Account Agreement (including any renewals, extensions, addendums, updates, or other modifications hereto, this "Agreement") carefully and keep it for answers when you need them. Our Santander representatives are available to assist you. If you have any questions about this Agreement or any of your Santander accounts, please call the Business Customer Service Center at 877-768-1145.

This Agreement governs each business deposit account you have opened with us. By providing a written or electronic signature on a signature card or otherwise satisfying signature card requirements by any alternative method we may permit, by submitting an account application, or by using any of our business deposit account services, you and anyone else identified as an owner of, or signer on, the Account agree to the terms in this Agreement. This Agreement is a contract between you and us; except as expressly provided herein, there are no third-party beneficiaries to this Agreement.

This Agreement refers to and includes other disclosures we may provide you, including Fee Schedules, product information, rate information, banking services and fee information, and other disclosures, agreements, and amendments we may provide to you. All may contain information on fees that apply to your Accounts. Products and services, as well as associated fees, charges, interest rates, and balance requirements may differ among different geographic locations. If a product or service we offer in relation to, or as part of, your business deposit account relationship with us has a separate agreement and there is a conflict between the terms of this Agreement and that specific agreement, the terms of the specific agreement will govern.

What law governs your Account?
This Agreement, and all accounts and services described herein, are governed by:

- Federal law, and
- When not superseded by Federal law, the law of the State where your Account is located.

How we determine where your Account is located:

- If you applied for the Account in person at one of our banking offices, then the Account is located in the state where you applied.
- If you applied in person for the Account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your Account is located in the state where our representative's business office is located.
- In all other cases, your Account will be governed by Delaware law.

Any reference made to time in this Agreement means Eastern Time.

A. GENERAL ACCOUNT TERMS

1. DEFINITIONS

The following are important terms used throughout this Agreement:

Account means the business checking, savings, money market savings, certificate of deposit, or any other deposit account you have opened with us for business purposes. This includes accounts that are opened for not-for-profit organizations.

ACH (Automated Clearing House) means an electronic deposit to or withdrawal from your Account, such as a directly deposited merchant services item or a bill payment, sent to us or by us through the "Automated Clearing House" network.

Annual Percentage Yield (APY) means a percentage rate reflecting the total amount of interest paid on an Account, based on the interest rate and the frequency of compounding for a 365-day period, subject to the rounding provisions of applicable regulations promulgated under the Truth-in-Savings Act. APY assumes the funds in your Account will remain on deposit for a full year and the interest rate will not change over that timeframe.

ATM means an automated teller machine.

ATM Card means the card issued by us that is linked to an Account and that you may use at ATMs.

Available Balance means the amount of your Current Balance that is available for immediate use. Certain pending Items, such as check deposits or withdrawals that have not yet posted to your Account are not included in your Available Balance.

Business Day means every day except Saturdays, Sundays, and federal holidays. Some branches may close on a Business Day due to an emergency or to observe a state holiday.

Compound Interest means interest paid on both the principal and the previously accumulated interest.

Current Balance means the previous Business Day's ending balance, plus or minus the full amount of any transaction made during the current Business Day, provided that we have received such transaction.

Debit Card means the Santander Debit Card issued by Santander bearing the Mastercard® logo.

Debit Card Purchase means any purchase using your Debit Card.

Endorsement means a signature, stamp, or other mark placed on the back of a check to transfer the check to us or another person.

Fee Schedule means the Santander Business Deposit Account Fee Schedule, or any other fee schedule, which is part of this Agreement and contains the fees and charges that apply to your Account.

Item means any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, deposit, or other amount that is added to or subtracted from your Account balance.

Monthly Fee means the monthly maintenance fee that we charge each month on certain Accounts as disclosed in our Fee Schedule.

OFAC means the U.S. Department of the Treasury's Office of Foreign Assets Control, and any successor thereto.

Santander ATM means an ATM that displays the Santander name and is located in the fifty (50) United States or the District of Columbia.

Service Fee Period means the period beginning on the day regular service fees, such as monthly fees, are posted to your Account and ends on the day before service fees are next posted to your Account. This may not always be a calendar month.

Statement Period means the period of time covered by your Account statement and is displayed in the upper right-hand corner of the first page of your Account statement. This may not always be a calendar month.

Substitute Check means a copy of a check that is the legal equivalent of an original check. See the section of this Agreement entitled "SUBSTITUTE CHECKS AND YOUR RIGHTS" for details.

You and ***your*** mean the sole proprietor, corporation, partnership, trust, limited liability company, incorporated non-profit organization, unincorporated business organization, or other business, government or non-profit entity, including their designated authorized signers that opened an Account with us or have been added as authorized signers on an Account with us.

2. OPENING A BUSINESS DEPOSIT ACCOUNT

Accounts may be opened by sole proprietors, corporations, partnerships, trusts, limited liability companies, incorporated non-profit organizations, unincorporated business associations, or other business, government or non-profit entities. You agree not to use your Account for personal, family, or household purposes.

If you are a sole proprietor, you and any other authorized signers you designate must complete and sign, in writing or electronically, our signature card when you open an Account. For all other business entities, the authorized signers you designate must complete and sign, in writing or electronically, our signature card when you open an Account. If you designate more than one authorized signer, each authorized signer must complete and sign, in writing or electronically, our signature card. If you or an authorized signer you designate does not sign our signature card, we reserve the right to use an alternative method to satisfy the signature card requirement. You must provide evidence using a form acceptable to us of the designation of authorized signers by you if you are a sole proprietor or by your governing body if you are a business entity.

We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the Account. You and each person who signs the signature card, any resolution, or any other written authorization concerning your Account, represents to us and agrees with us that: (a) you are authorized to, and have taken all actions necessary to, open and maintain your Account; (b) any resolutions or authorizations given to us by you or on your behalf are true, complete, and correct in all respects; and (c) each person whose name is written, printed or otherwise listed on the signature card, any resolution, or any written authorization concerning the Account has complete authority to bind you in all transactions and services concerning your Account. You must notify us promptly in writing of any change in your form of organization, in your ownership, or in the authority of any person concerning your Account or any transactions and services relating to it. We may conclusively rely upon the documentation we have in our files regarding the identity of the authorized signers on your Account until you present appropriate documentation notifying us of other authorized signers or changes to the authorized signers on your Account and we have had a reasonable time to act upon that notice. We also may conclusively rely upon written instructions from any of your officers or authorized signers, and we are authorized to follow the directions of a person having actual, implied, or apparent authority to act on your behalf until we receive written notice that such authority has been terminated and we have had a reasonable time to act upon that notice. You must also complete or provide any other documentation we may require from time to time. You agree and authorize that we may obtain a consumer report from a consumer reporting agency on each authorized signer of an Account and/or each sole proprietor on an account at the time an Account is opened or an authorized signer is added to an Account.

Any authorized signer can change the address to which statements are sent, order a new supply of checks, request a Debit Card or ATM Card, close an Account or sign any agreements or documents relating to Accounts and related Account services. No authorized signer may remove or add the name of another authorized signer unless the resolutions designating the authorized signer(s) specifically permit that authorized signer to do so. An authorized signer is authorized to endorse checks payable to the business, and to sign checks drawn on your Account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. We are not required to comply with any multiple signature requirement, even if your signature card or resolution specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple signature requirement is for your internal control purposes only.

We do not permit business Accounts to be joint Accounts. Two or more businesses may open an Account only if they have formed a joint venture and have a properly executed joint venture agreement designating the individuals to be the authorized signers for the joint venture Account.

If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notices of those events. You further agree to abide by any state laws or regulations governing IOLTA or similar accounts.

You, including all natural and legal persons who control, have authority over, or who are linked in any way to the transactions recorded in your Account, agree you will not use your Account for any transaction or activity that would (a) violate any of the U.S. laws, regulations, and directives involving economic restrictions and/or sanctions administered by the U.S. Department of Treasury, Office of Foreign Assets Control or other governmental authorities (the "**U.S. Sanctions Programs**"); or (b) be used to violate any of the laws of a European Union Member State or the United Kingdom involving economic restrictions and/or sanctions administered by the European External Action Service or the Office of Financial Sanctions Implementation ("**European Sanctions Program(s)**") if such Account is within the jurisdiction of a European Sanctions Program. You (as specifically defined in this paragraph) also agree that you will comply with all applicable requirements of the U.S. Sanctions Programs and will not take or fail to take any action that would expose Santander to the risk of being sanctioned or subjected to any prohibition or damage under the U.S. Sanctions Programs.

Our responsibility to obtain personal information

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an Account. We require the following information or documents as a condition to your opening an Account: your business name, taxpayer identification number, and business address; the name, residential address, date of birth, and Social Security number of each signer; and documents to verify the signer's identity and the business's existence. Our policies may require additional information about you or any person associated with you or with the Account when or after you open the Account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your Account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an Account

with us, you confirm that neither you nor any beneficial owner of any Account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control. Also, you hereby acknowledge, and when required by applicable data protection regulations expressly consent to, the disclosure of your personal data to other Santander Group companies, along with any relevant transactions-related information, if we determine it to be required by or advisable to comply with applicable law or internal policies, including, but not limited to (i) Santander Group´s Financial Crime Compliance internal policies, (ii) its and/or our legal obligations relating to the anti-money laundering and counter terrorism financing regulations, and (iii) its and/or our regulatory reporting to the supervisory authorities.

If we do not obtain the information we need under our Customer Identification Program, we reserve the right to prevent you from accessing the funds in your Account until we obtain that information, and you agree we will not be liable to you if your check or other payment order is not paid during this time. We will notify you in writing if we take this action.

You agree to cooperate fully with us and with the Federal Deposit Insurance Corporation (FDIC) in connection with determining the FDIC-insured status of funds in the Account at any time. If the Account has been opened by you on behalf of a beneficial owner of the funds in the Account (for example, as an agent, executor, custodian, or in some other capacity for the benefit of others) and such Account has transactional features under applicable FDIC rules and regulations (including, for example, check-writing or debit card capability), you further agree to timely deliver the information the FDIC would require in the event of a bank failure. The FDIC has published a guide and a related addendum that describes the process to follow and the information you would need to provide to the FDIC within twenty-four (24) hours after the appointment of the FDIC as receiver in connection with a bank failure. These FDIC materials include information regarding the records you should keep on the beneficial owners of the funds, identifying information for those owners, and the format in which those records would need to be provided to the FDIC. These materials can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made by contacting us at FDIC370Info@Santander.us. Notwithstanding other provisions in this Agreement, this section survives in the event the FDIC is appointed as our receiver, and the FDIC is considered a third-party beneficiary of this section.

Deposits at Santander Bank, N.A., and its Openbank division are combined for the purposes of calculating FDIC insurance limits (FDIC Cert #29950) and are not separately insured.

3. USING YOUR ACCOUNT

(a) Making Deposits

(1) Your authorized signers may make a deposit into your Account by any method we make available, which methods are subject to change and may include, in person at any of our branch offices (Small Business Banking customers only), at any of our ATMs that accept deposits, by Mobile Check Deposit or Check Deposit Link (as applicable), by other electronic methods, or by mail.

Deposits by mail must be made only by check, as cash is not accepted. Check deposits made by mail may be sent by United States Postal Service First-Class Mail and should be addressed to:

Santander Bank N.A.
Mail-In Deposit/Payment
P.O. BOX 841003
Boston, MA 02284-1003

All deposits sent by mail or any other courier service, and addressed to any other Santander branch or other facility, generally will be forwarded to the above address or appropriate processing facility, and will be considered received no earlier than the date on which the deposit is received at the appropriate processing facility.

If any mail-in deposit arrives at the appropriate processing facility after 2:00 pm on any Business Day, that deposit may not be considered received until the next Business Day for purposes of our Funds Availability Policy.

(2) You agree not to deposit a check drawn on the same Account into which the check is being deposited. You also agree not to deposit by ATM, Mobile Check Deposit, or Check Deposit Link (as applicable), or by mail any item that is drawn on a foreign bank or that is not denominated in U.S. dollars. We are not responsible for any deposit you mail to us that we do not receive. We will forward items you deposit for collection to the bank on which the items are drawn. We may give you provisional credit for any item you deposit, which we may revoke at any time if we do not receive final payment for that item. We may refuse a deposit, limit the amount of a deposit or return all or a portion of a deposit. All deposits to your Accounts, regardless of how made, are subject to verification, final payment, and our Funds Availability Policy. We may, although we are not required to, cash checks payable to or accept "less cash deposits" from a business entity.

You agree that we may debit your Account for any item you deposit that is returned to us unpaid for whatever reason and regardless of when the item was returned to us. You agree to pursue any claim you may have against the payor or other collecting bank regarding the timing of the return of an unpaid item against that bank.

(b) How We Calculate Interest on Your Account

(1) The interest rate and APY on all interest-bearing checking, savings, and money market savings Accounts may change at any time after the Account is opened. We may change the interest rate and APY as often as we choose, without limits and without notice.

The interest rate and APY on a Certificate of Deposit Account will not vary for the term of the Account. The APY on a Certificate of Deposit Account assumes that no withdrawals of principal or interest are made before the maturity date. Any such withdrawals will reduce the amount of interest you earn on your Certificate of Deposit Account. We will charge your Account an early withdrawal penalty if you withdraw any portion of the principal of your Certificate of Deposit Account prior to the maturity date.

(2) The chart below provides details on how interest on interest-bearing deposit Accounts is generally compounded and credited:

Product Description	Frequency of Compounding Interest	Frequency of Crediting of Interest
Interest-bearing checking, money market, and statement savings Accounts	Monthly	Monthly
Certificate of Deposit Accounts	Daily	Monthly

For certificates of deposit, a separate agreement entitled "IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT" is provided to you when your Account is opened. The terms of that disclosure, if different from this Agreement, govern the specific details pertaining to your certificate(s) of deposit.

(3) How do we calculate the interest you earn?

We calculate interest using the available daily balance method. This method applies a daily periodic rate to the available daily balance in your Account each day. Interest is generally calculated using a 365-day year. If you have a tiered-rate Account, we apply the rate to the entire available daily balance based on the amount of the available daily balance that day.

EXAMPLE: If you have a tier rate of 0.25% for a balance of less than $10,000 and a tier rate of 0.75% for a balance of $10,000 and greater:

- If your savings Account has a balance of $9,000, you would earn interest at 0.25% on the entire balance.
- If your savings Account has a balance of $15,000, you would earn interest at 0.75% on the entire balance.

For certain government banking and commercial banking checking products, we may deduct from the balance a 10% reserve amount. For accounts with an earnings credit rate that are standalone accounts (not part of an account analysis family), we take the average daily balance in your account during the statement period, less any applicable reserve amount, and the balance required to offset fees you incurred during the statement period. We then apply a monthly periodic rate to the remaining balance. The monthly periodic rate is calculated by dividing the average interest rate in effect during the statement period by the number of days in the year and multiplying by the number of days in the statement period. For accounts with an earnings credit rate that are part of an account analysis family, all such earnings credit and interest calculations are completed at the family level. Fees due to us (which are not offset by earnings credits) are debited from the lead billing account. Select government banking account relationships that are part of an account analysis family may calculate the earnings credit and interest on excess feature in the same manner as a standalone account, but concentrate fees due at the family level. All other deposits begin to earn interest as described in section (4) below.

(4) When does a deposit begin accruing interest?

Generally, deposits begin to earn interest on the Business Day we receive the deposit if you deposit cash, and on the Business Day we make the funds available under our Funds Availability Policy in the case of non-cash deposits. Interest on deposits to your Certificate of Deposit Account begins to accrue on the calendar day you make your deposit.

We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

(5) How do we pay earned interest?

We pay interest only in whole cents. Therefore, at the end of each interest period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. We pay the interest you earn by crediting the amount of the accrued interest to your Account. For accounts with an earnings credit rate that are part of an account analysis family, the interest is paid to the lead billing account. If you have a Certificate of Deposit Account, we may permit you to have your interest credited to your Account, credited to another Account, or mailed to you in the form of a check. If you close your Account before interest is credited, we may elect not to pay you that interest.

(6) Interest Period is the period of time we use to calculate the interest that is credited to your Account. The Interest Period is shown on your Account statement in the transaction description that accompanies the actual interest credit. The day interest is credited will be on the last day of the Interest Period.

(c) Fees and Charges

You agree to pay all fees and charges applicable to your Accounts, which will be automatically deducted from your Accounts and may result in your Accounts being overdrawn. The amounts of these fees and charges, the manner in which they are calculated, including the importance of understanding the applicable Service Fee Period, and the ways to potentially avoid them are listed in our Fee Schedule or other fees and rates disclosures we may provide to you. Fees and our Fee Schedule are subject to change. You can also ask a Santander Representative for more details. The fees and charges on certain types of Accounts may be reduced by an earnings credit calculated on the balances in the Accounts you have with us. The earnings credit rate is set by us and may change at any time.

(d) Delivery of Account Statements and Notices

(1) We will mail, send electronically, or otherwise make available to you an Account statement reflecting your Account activity for each Statement Period. We will do the same with notices regarding your Account. We will provide all Account statements and notices to the most recent postal or electronic address associated with your Account.

We will provide you with monthly statements for your checking accounts, savings accounts, and money market savings accounts. Statements for certificate of deposit accounts are only available if you request that statements be provided. Quarterly standalone statements for your certificate of deposit accounts may be activated upon request.

Your statement will be deemed to be delivered to you when we place your statement in the mail or otherwise make it available to you. We recommend that you use our online banking platforms and receive your statements and notices electronically.

(2) Combined Statements

To reduce the number of separate Account statements you receive each month, we will combine Account statements upon your request. That change will affect only future statements. Some future changes you may make to your Accounts (such as a closure of one of your Accounts) may affect your receiving future combined statements.

(3) What obligations do you have to review Account statements and notices and notify us of errors?

You are obligated to examine all the activity on your Account statement promptly and carefully.

You must notify us in writing within thirty (30) days after we mail or deliver electronically a statement or otherwise make a statement available to you if: an item or transaction that you did not authorize or that is altered is listed on the statement; your account statement contains any inaccuracies or errors, including any encoding errors; or you did not receive your scheduled statement. You must notify us in writing of any unauthorized, improper, or missing endorsements within six (6) months after the account statement is mailed or made available. You must provide us with all information we need to investigate the alleged error, inaccuracy, or item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request. If you do not comply with the requirements above, 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 the item, inaccuracy, or error.

In addition, if you fail to notify us of any unauthorized item within thirty (30) days after we mail, deliver electronically, or in any other way make available to you, a statement that lists an unauthorized item, we are not required to reimburse you for unauthorized items by the same person that we pay after that time. You also have certain rights under federal law for substitute checks; please see the "Substitute Checks and Your Rights" section of this Agreement for more information.

There are different time periods for notifying us of errors on substitute checks and certain electronic banking services. See the "Substitute Checks And Your Rights" and the "Electronic Banking" sections of this Agreement.

(4) How long are we obliged to keep copies of paid checks?

We will keep copies of the front and back of each paid check for a period of seven (7) years. During that period, we will provide you an imaged copy of any paid check on request (and for which we may charge you a fee), but we need not do so thereafter. You agree not to make any claim against us arising out of the authorized destruction of your original checks in accordance with our policies and procedures or the clarity or legibility of any copy we provide.

(e) How Can You Make Withdrawals From Your Account?

Except as provided below, you may make withdrawals from your Account up to the Available Balance in your Account by any means that we make available to you. If an authorized signer makes a withdrawal in person, we may require that person to present identification acceptable to us and to use a form of identification we have approved. We may refuse a withdrawal request exceeding the available funds in your Account even if you make a deposit later in the Business Day after we refuse your withdrawal request. For information about when funds from a deposit become available and you can withdraw them, please see the "Funds Availability Policy" section of this Agreement.

If your Available Balance is not enough to pay a transaction you make and we pay the transaction, we may assess an Insufficient or Unavailable Funds — Item Paid fee. If we do not pay the transaction, we may assess an Insufficient or Unavailable Funds — Item Returned fee. Your Available Balance does not include items that have not posted to your Account. If a transaction causes the balance on your account to be overdrawn by one hundred dollars ($100) or less, we will not assess any Insufficient or Unavailable Funds — Item Paid fee. Regardless of the amount, if your Account remains overdrawn for five (5) consecutive Business Days, on the sixth (6th) Business Day, a Sustained Overdraft Fee may be assessed.

WHEN MAY WE REFUSE A WITHDRAWAL REQUEST?
Before allowing a transaction, we may request identification, authorization, documentation, or other information that we deem necessary or appropriate in ascertaining whether the person requesting the withdrawal is permitted to do so. We may refuse a withdrawal if any documentation or identification we requested has not been presented. We may also refuse a withdrawal in situations addressed in the section of this Agreement titled "When We Might Restrict Your Account, Block or Delay Transactions." We may tell you in advance when we are going to refuse a withdrawal request, but will not be required to do so.

ARE THERE SPECIAL RULES IF YOU WANT TO MAKE A LARGE CASH WITHDRAWAL OR DEPOSIT?
We may place reasonable restrictions on a large cash withdrawal or check-cashing or refuse a request for such transactions. These restrictions include requiring reasonable advance notice. We do not have any obligation to provide security if the person making the withdrawal receives a significant amount of cash. If you want to deposit or withdraw cash for a large amount, we have the right to require you to provide adequate and acceptable security at your expense.

ACCOUNTS WITH WITHDRAWAL OR TRANSFER LIMITS
We limit withdrawals and transfers from your savings and money market savings accounts. You can withdraw or transfer funds from a savings or money market savings account a total of six (6) times per Service Fee Period (such as by automatic or pre-authorized transfers using telephone banking, online and mobile banking, overdraft protection, payments to third parties, wire transfers, checks, and drafts). If you repeatedly exceed these limits, we may close your account or convert it to another type of account that does not limit withdrawals, and it may be an account that pays less or no interest. If we elect to close or convert your account, we will notify you by mail.

We reserve the right to require seven (7) calendar days advance written notice prior to a withdrawal from a savings or money market savings Account.

You agree not to withdraw funds from your Certificate of Deposit Account until the maturity date. Withdrawals from Certificate of Deposit Accounts prior to their maturity dates may be made at our discretion, and are subject to an early withdrawal penalty.

(f) When We Might Restrict Your Account, Block, or Delay Transactions

To protect you or us, or to comply with legal requirements, we may decline or prevent any or all transactions to or from your Account. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including in one (1) or more of the following circumstances:

- Your Account is involved in any legal or administrative proceeding; we may also remove any funds in dispute and deposit them with a court of competent jurisdiction for a determination as to whom the funds should be paid. If we do this, we may be reimbursed for our attorneys' fees from the funds on deposit with the court;
- We have received a court order or other legal document that restrains either us or one (1) or more of the owners of the Account from removing funds from the Account;
- We receive conflicting information or instructions, or we require additional information, regarding Account ownership, control, or activity;
- We suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- You owe us money that is due and payable;
- Our equipment or systems are malfunctioning;
- You have pledged the Account to us as security for a loan or have asked us not to permit any withdrawals to be made;
- We are complying in our sole judgment, with any federal, state, or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules, or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, in order to reduce risk and/or enhance our efforts to comply with applicable law. We also may limit who is permitted to make any withdrawals from, or deposits to, your Account on your behalf.

We will have no liability for any action we take under this section.

(g) Checks

(1) Endorsing Items

WHAT ARE OUR ENDORSEMENT REQUIREMENTS?
All endorsements must be contained on the back of the item and be within one-and-a-half (1½) inches of the trailing edge of the item. The trailing edge is the left edge of the check when viewed from the front. If you do not endorse your check properly and it causes us a loss, cost, or expense, you have to pay that amount to us.

If a check or the other item you deposited does not have your endorsement, we may endorse it for you or treat the check as if you had endorsed it. Except in limited circumstances as determined in our discretion, we do not accept third-party checks (i.e., checks made payable to someone other than you) and reserve the right to reject any third-party check. In the event that we detect that a third-party check was deposited into your Account, we may deduct from your Account the amount of the deposited check and issue a new check in the names of the original payees or in the name of the maker of the check, return the item unpaid, or place a hold on your Account until you confirm the endorsement of any payee to our satisfaction. You agree that we may require you to confirm the endorsement of any other payee, including through an endorsement guarantee or the appearance of the endorsee in person with proper identification. We may place a hold on the item you deposited until we receive such confirmation.

CAN YOU MAKE RESTRICTIVE ENDORSEMENTS OR NOTATIONS ON CHECKS?
You agree not to place any conditional or restrictive endorsements, or any notations, such as "void after six months" or "two signatures required" on a check. We are not bound by any such restriction or notation. You agree to pay us for any loss or expense we incur relating to any such restriction or notation. Also, you agree not to endorse any item "without recourse." If you do, we may place your unqualified endorsement on the item.

ARE WE RESPONSIBLE FOR REVIEWING CHECKS FOR MULTIPLE SIGNATURES?
No, we are not responsible for reviewing the number of signatures required on your Account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement. A multiple signature requirement is for your internal control purposes only.

HOW WILL WE DEAL WITH STALE CHECKS?
Once a check is six (6) months old, we may, without inquiry or liability, decide whether to pay it, but we will comply with a stop payment order in effect when we receive the check for payment.

HOW WILL WE DEAL WITH POSTDATED CHECKS?
You agree not to place a date on your check that is in the future. If you do and the check is presented to us for payment before its date, we may pay the check without liability.

(2) Check Conversion

Subject to eligibility, a check you write to a merchant or other person or entity may be converted by that payee into an electronic payment.

(3) What is the acceptable form for your checks?

You agree to use checks we have provided to you or from a third-party provider of your choosing so long as the checks they provide you conform to our requirements and industry standards with regard to printing, paper, stock, and dimensions. You agree that you will not use any checks that contain background designs, prints, or colors that interfere with our or any other banks' ability to produce a digital image of your check. If you fail to follow our check requirements, you will be responsible for any losses you or any other person or entity suffer. You should also be aware that any physical security features in any form of check you use may not be effective if your check is converted to a Substitute Check. We are not responsible for losses or delays that result from any checks or other Account documents that you obtain through someone other than us. We may refuse to accept for deposit or to pay checks that we cannot process or photograph using our customary equipment. You are responsible for inspecting newly printed checks upon receipt and before use to verify accuracy and that they relate to the intended account from which checks will be drawn.

(4) Any check that you write must be in U.S. dollars. We may pay the amount on your check in U.S. dollars, even if you write the check in a foreign currency.

(5) Facsimile and Multiple Signature

If you use a stamp or other device to imprint a facsimile of your signature on your checks, withdrawal slip, or other form, you are solely responsible for the use of the stamp or other device. We may pay any check or other payment order bearing such an imprinted facsimile signature regardless of who placed the signature. Any deposited check that appears to contain your imprinted facsimile endorsement will be treated as if you had actually endorsed it. We are not required to comply with any multiple signature requirement, even if your signature card or resolution specifies that multiple signatures are required or you have otherwise instructed as to do so. A multiple signature requirement is for your internal control purposes only.

(6) Security

You must safeguard your checks, your Account numbers, your personal and business identification numbers, your periodic statements, your Business Online Banking, Business Mobile Banking, and/or Santander Treasury Link login information, and other Account documents and information from theft and unauthorized use. If you provide information and/or means to someone to access your Account and/or authorize that person or entity to debit your Account, you will be responsible if that person or entity debits your Account for more than the amount you authorize. You agree to notify us immediately if your checks or other Account documents or information are lost or stolen.

You will be liable and will not be able to claim that the use of your checks was unauthorized, if the use arose as a result of your negligence or the negligence of an authorized person. You agree that your failure, or the failure of an authorized person, to put in place and follow all appropriate security measures and reasonable precautions will be deemed negligence by you or that authorized person.

(7) Cashing Checks

If any person who is not a Santander account holder attempts to cash a check you have written at any of our branches, we may decline to process that transaction as we generally cash checks only for Santander account holders.

(h) Posting Order

After each Business Day ends, we process and post deposits, credits, checks, and other items to your Account. We start with the Available Balance at the end of the prior Business Day, subtract any holds, and make any adjustments. We then post transactions in the order described below. This means transactions may not be posted in the order in which they occur.

Posting Order Group	Types of Transactions	How are They Processed?
1st	• All deposits, including direct deposit, teller, and ATM deposits	• We will order your deposits from highest to lowest first. • The type of deposit determines the availability of the funds. • Please refer to the "Funds Availability Policy" section of this Agreement.
2nd	• ATM cash withdrawals • Debit Card purchases that only occur one time (such as buying a cup of coffee) • Debit transactions through a teller in a branch (including cashing a check) • Account transfers	• The transactions in this group will be posted based on the date and time made. • If we do not receive the date and time for the transaction, we will sort lowest to highest dollar amount, after date and time stamped transactions are posted.
3rd	• Wire Transfers, automatic Santander loan payments—This category includes payments to your Santander term loan, line of credit, commercial card, or other credit accounts. • Recurring debit card purchases	• The payments in this group are processed from the lowest to highest dollar amount.
4th	• Checks • ACH payment transactions • Bill payments made using Business Online and Business Mobile Banking or Santander Treasury Link	• Automated Clearing House (ACH) payments are payment requests we receive electronically from another bank. We debit the amount of the payment from your account and send the funds electronically to the bank that requested the payment. ACH payments are used to pay things like your loans and your utility bills. • We will sort and order checks, ACH, Business Online and Mobile Banking or Santander Treasury Link payments and transfers, and other pre-authorized debits from lowest to highest dollar amount.
5th	• Monthly and other fees	• Fees and adjustments will generally be ordered last and posted from lowest to highest dollar amount unless, at our discretion, we deem it more appropriate to process the fee directly after an associated transaction.

Here is an EXAMPLE of how it works:

Your starting balance is $500.00 at the beginning of the day. The transactions we receive for the day are a cash deposit of $750.00, a debit card purchase of $32.00, an ACH payment for $20.00, and two (2) checks, one for $50.00 (ck#240) and the second for $75.50 (ck#239). This activity will be posted on your Account and show on your statement as follows:

Transaction	Activity	Available Balance
Beginning Balance		500.00
Direct Deposit	750.00	1250.00
Debit Card Purchase	-32.00	1218.00
ACH Payment	-20.00	1198.00
Check #240	-50.00	1148.00
Check #239	-75.50	1072.50

Here is an EXAMPLE of how it works if your Account becomes overdrawn:

Let us say you have a starting balance of $60.00. Your transactions for the day are a debit card purchase of $32.00, an ACH payment for $20.00, a check for $50.00 (ck#240), and a check for $70.00 (ck#241). This activity will show on your statement as follows:

Transaction	Debit Amount	Available Balance
Beginning Balance		60.00
Debit Card Purchase	-32.00	28.00
ACH Payment	-20.00	8.00
Check #240	-50.00	-42.00
Check #241	-70.00	-112.00
Insufficient Funds Fee – Item Paid	-15.00	-127.00

NOTE: Check #240 did not cause an overdraft fee as the available balance in the account was less than $100 overdrawn. An overdraft fee was incurred after check #241 posted to the account and increased the overdrawn amount past the $100 threshold.

(i) Special Rules About Subaccounts and Certificate of Deposit Accounts

(1) Subaccounts

For regulatory and accounting purposes, a checking Account, including an interest-bearing Account, may be divided into two subaccounts: a checking subaccount and a money market savings subaccount. These subaccounts are treated as a single Account for all other purposes, such as minimum balance requirements, fees, and Account access. Your statement and other records will reflect only a single Account. The use of subaccounts will not affect the interest you earn. You will have no direct access to the money market savings subaccount.

The Available Balance above a certain threshold in your checking subaccount will be transferred into the money market savings subaccount. We then transfer funds back into your checking subaccount as needed to pay for checks and other debits. We may make up to six such transfers but will, on the sixth transfer, transfer the entire balance in the money market savings Account back to your checking subaccount. We may repeat this process each statement period. None of these transfers will be reflected on the statement for your checking Account.

(2) Certificate of Deposit Accounts

We will tell you the date on which your Certificate of Deposit (CD) Account matures when you open your Account. We will send you a notice before your maturity date telling you your Account is about to mature and asking you to instruct us as to the disposition of your Account. If we do not receive any instructions from you, your Account will automatically renew for the same term as your original Account (or the closest available term at our discretion) at the standard interest rate and annual percentage yield in effect on the maturity date for CD Accounts with the same term (or closest available term) and balance. If you wish to withdraw from or deposit to your CD, or close your CD without penalty, you can do so during the grace period. You may be charged a fee or penalty if you make a withdrawal at any other time. If you close your CD during the grace period, it will not earn interest on or after the maturity date. See your IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT disclosure for details.

(j) Electronic Notice of Presentment

We may use the balance in your Account at the time we receive an electronic or other notice that the item has been deposited for collection in another financial institution to determine whether we will pay the item. If there are sufficient funds to pay the item when we receive this notice, we may deduct the amount of the item even if we receive the notice before we actually receive the item for payment. If there are insufficient funds in your Account on the day we make this determination, you agree that we are not required to re-examine the balance in your Account on the day we receive the item.

(k) Overdrafts

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we pay items on one or more occasions, which cause your Account to overdraw, we may not continue to pay for future items if you have insufficient funds. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we will decline the transaction or return the item unpaid. We reserve the right to take up to two (2) Business Days to determine whether or not we will return an item unpaid. If we do Return an item, any Paid Item fee associated with that item will be refunded and no additional Item Returned fee will be charged. During that time, an item that may eventually be returned unpaid could appear in your transactional detail as having been paid. You should be aware that when you authorize a merchant or another person or entity to debit money from your Account, that merchant or its financial institution may resubmit returned items multiple times.

WHAT IS YOUR LIABILITY FOR OVERDRAFTS?
It is your responsibility to avoid overdrawing your Account. We will not be liable to you whether we choose to pay an overdraft in your Account or not. In addition, you must immediately pay the amount of any overdraft along with any fees that apply. This includes any Sustained Overdraft Fees, which are assessed regardless of the amount your Account is overdrawn. If you do not, we may report this information to a consumer reporting agency and you may be charged additional fees or interest. You also agree to reimburse us for any losses we suffer in collecting any overdrafts from you, including reasonable attorneys' fees. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

WHEN WE MAY DECIDE NOT TO PAY ANY OVERDRAFTS
If you incur a significant number of overdraft fees, we may, at our discretion, determine not to pay any item that would overdraw your Account for a period of time, regardless of the type of transaction. If we do this, we will notify you. We will also notify you if we determine that we may begin paying overdrafts again.

HOW TO AVOID OVERDRAFTS
The best way to avoid overdrafts is to make sure you always know the Available Balance in your Account, plus other pending transactions and charges, before you make a new transaction, such as withdrawing cash at an ATM or making a purchase using your Debit Card, and when you have recurring transactions that will soon post. It is important to remember that authorization of a transaction and payment of that transaction may not occur on the same day. For example, your debit card transaction is paid when the merchant requests payment of a transaction that we previously authorized which can be days after the authorization. Your Available Balance does not include items that have not posted to your Account. It would be helpful for you to maintain a check register and review monthly statements promptly. To obtain a free check register, you may visit any Santander branch. Upon request, our Santander Representatives will demonstrate how to use a check register. You can also check your Account balance at any Santander ATM free of charge or using our Business Online Banking, Business Mobile Banking, Telephone Banking, and/or Santander Treasury Link tools, as applicable.

You can also avoid overdrafts by linking other Accounts, such as a savings or money market Account, to your checking Account for overdraft protection. Once we link your Accounts, we will automatically move funds from your linked Account to your checking Account if you do not have sufficient available funds for all the payment orders presented. You must have enough money in your linked deposit Account to cover your overdraft.

HOW TO LINK YOUR ACCOUNTS FOR OVERDRAFT PROTECTION
You may link up to three (3) deposit Accounts to your checking Account for overdraft protection. We will ask you to designate the Accounts you wish to link to your checking Account and the order in which you would like us to transfer funds to your checking Account. If the funds in the first linked Account are insufficient to cover your total overdraft in your checking Account, we will go to the second linked Account and so on.

We will make one (1) transfer as of the close of business to cover only the total of your overdrawn balance. The transfer will be based on the destination Accounts' Current Balances so items paid against unavailable funds may still be returned, although no additional overdraft fees will be incurred.

Note that transfers will not occur in the following situations and thus we may still charge insufficient or unavailable funds fees:

1. If, after all payment orders have been posted to your checking Account, the amount of your overdraft exceeds the Available Balance in your linked Accounts (i.e., there will be no partial coverage of an overdrawn balance).
2. If any linked account is overdrawn and there is not enough available funds strictly in higher ordered accounts (i.e., the transfer process will not advance to the next linked source account to check for funds if a higher ordered linked account is overdrawn).

EXAMPLE 1
Your Checking Account has a balance of $50.00 and you make a $200.00 check payment; we will look to your first linked Account with a balance of $70.00 and then proceed to your second linked Account for the remaining balance of $80.00. We will make the transfer to cover your payment.

EXAMPLE 2
Your Checking Account has a balance of $50.00 and you make a $200.00 check payment; we will look to your first linked Account with a balance of $70.00 and then proceed to your second linked Account which has a balance of $60.00. Since the combined balances in all linked Accounts are insufficient to cover the overdrawn balance on the Checking Account, we will not make the transfer. If we pay your overdraft, you will be charged an Insufficient Funds — Item Paid Fee in accordance with our Fee Schedule.

EXAMPLE 3
Your Checking Account has a balance of $50.00 and you make a $200.00 check payment; we will look to your first linked Account with a balance of $70.00 and then proceed to your second linked Account, which is overdrawn by $10.00. A $500.00 balance in your third linked Account will not be counted due to the overdrawn balance in the second linked account and no transfer will be made. If we pay your overdraft, you will be charged an Insufficient Funds — Item Paid Fee in accordance with our Fee Schedule.

(l) How to Stop Payments of Your Checks

You can ask us to stop payment of a check you have written by notifying us in person, by mail, or telephone, or any other method we may make available to you. You cannot stop payment on a check if we have accepted, certified, made final payment on, or otherwise become responsible for the check, except to the extent required by law. After receiving a request to stop payment on your check, we have a reasonable period of time to act, which may be twenty-four (24) hours or more. This means that even after you place a stop payment order, we may pay your check if we have not had an opportunity to stop payment.

WHEN WILL A STOP PAYMENT ORDER EXPIRE?
After all necessary processing, your stop payment will remain effective for six (6) months. We may pay a check once a stop payment order expires. You must place a new stop payment order before the end of the six (6) month period if you do not want it to expire. We are not required to notify you when a stop payment order has expired.

WHAT DO WE NEED FROM YOU TO MAKE A STOP PAYMENT REQUEST?
Your stop payment request must accurately describe the check by account number, date of check, name of payee, amount, and check number. If you give us any inaccurate information, your stop payment request may not be honored. If we are liable for paying your check over a valid and timely stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check.

ARE THERE ANY CHECKS NOT ELIGIBLE FOR STOP PAYMENT REQUESTS?
You do not have the right to stop the payment of a cashier's check, teller's check, or certified check. We may, at our discretion and for our own protection, decide to stop payment on these items under certain circumstances, such as if the check has been lost, stolen, or destroyed, or to prevent payment to a person or entity not entitled to enforce the instrument. We will not stop payment because of a dispute between you and the person or entity to whom the item is payable. If we stop the payment, you must provide us any forms or documents we may require, including a surety bond. Even after we stop payment, if the item is subsequently presented for payment by the payee or a holder in due course, we may be required to pay it and you will be liable to us for the amount of the item and any additional costs we incur, such as attorneys' fees. For information on how to stop a preauthorized electronic funds payment, see "Stop Payments" in the "Electronic Banking" section of this Agreement.

(m) Foreign Items and Other Items

The deposit of any items drawn on non-U.S. banks or other unusual items into your Account is generally not permitted. We may refuse to accept or process such items at any time. We may in our discretion accept such an item for collection only, in which case you assume all the risks related to the collection of such deposit and are responsible for any related costs or losses, including collection fees, charges assessed by the paying bank, foreign currency exchange rates, or the return of the item unpaid.

(n) What Happens When Your Account Is Abandoned?

Generally, if your Account has no activity and no balance for six (6) months, we will close it. If your Account has a balance but no customer-initiated activity or contact for twelve (12) months, we consider it dormant. Customer-initiated activity includes activity such as deposit or withdrawal of funds, but excludes certain automated transactions. A Certificate of Deposit is considered dormant if there is no customer-initiated activity or contact for one (1) year after the first date of renewal.

When your Account remains dormant for the time specified by applicable state law, your Account is considered abandoned. We are then required by state law to turn the funds over to the state after any applicable notices are sent to you.

After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

(o) Change of Address

Any communication we send you at the most recent address we have for you in our records will be binding on you for all purposes. You will promptly notify us of any change in address in person at one of our branches (Small Business Banking customers only), notifying your Commercial Banking Relationship Manager (Commercial Banking customers only), by telephone if we permit you to do so, or in writing. You agree that we may use information from the U.S. Postal Service to update your address.

(p) Assignment and Transfer

Except as set forth below, the assignment of an Account is prohibited and will not be recognized by us. Savings, money market savings, and certificate of deposit Accounts are not negotiable and not transferable except on our books. These Accounts may be assigned as collateral for a loan made by us or our affiliates but not by others, unless we agree.

(q) Changing or Closing Your Account

We reserve the right to change the terms of your Account at any time. We may discontinue offering a type of Account or modify any type of Account at any time without notice. We will notify you, however, if a change adversely affects you or if a change means we are closing the Accounts.

You may close your Account at any time by visiting one of our branches (Small Business Banking customers only), notifying your Commercial Banking Relationship Manager (Commercial Banking customers only), calling us at 877-768-1145, or in writing. If you notify us in writing, your signature on your letter must be notarized. You must tell us you are closing your Account. Merely withdrawing all the funds in your Account does not automatically close your Account and we may continue to charge fees and allow debits to be made, even if that overdraws your Account. We reserve the right to require such documents, authorizations, or identification as we may reasonably deem necessary or appropriate before we close your Account. We may refuse your request to close your Account if there is a negative balance, which represents monies owed by you to us, until your Account balance changes to a zero or is positive. We may also refuse your request to close your Account if there are pending transactions.

We may close your Account at any time, for any reason, and without prior notice to you. If we decide to close your Account, we may also freeze your Account to prevent any further transactions. We will not be liable to you for dishonoring any check or other payment order presented for payment after we freeze or close your Account. If we decide to close an account having a positive balance, we will mail you a notice that we have closed your Account and a check for the final balance less any fees, claims, setoffs, or other amounts. If we or you close your Account, we may reopen your Account at your request. Upon reopening, your Account is subject to this Agreement.

(r) Illegal Activities

You agree not to use your Account to conduct transactions related to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

(s) Funds Transfers

The term "**funds transfer**" is used here as defined in Article 4A of the Uniform Commercial Code. The section applies in addition to, and does not supersede, any other agreements you have or may enter with us regarding funds transfers, including but not limited to wire transfers and ACH transactions. To originate funds transfers, you must enter into an agreement with us, which may include but not limited to, the Wire Transfer Agreement, the Digital Banking Agreement for Business Online and Mobile Banking, the Cash Management Master Agreement and related schedules and addenda thereto, or any other agreement we require to provide such services. To the extent there is a direct conflict between this section of the Agreement and a more specific agreement you have with us regarding funds transfers, the more specific agreement will control.

Along with any agreements you have with us, funds transfers to or from your Account will be governed by the Uniform Commercial Code and the rules of the funds transfer system(s) through which the transfers are made, including Fedwire, SWIFT, the National Automated Clearing House Association ("**NACHA**"), or other funds transfer system. You acknowledge that you will not originate or conduct ACH

transactions, wire transfers, or any other funds transfers that violate state, federal, or other applicable law, including but not limited to OFAC rules or requirements. We are not obligated to honor any payment order or other instruction that could be inconsistent or a violation of applicable law, including, without limitation, the rules and requirements of OFAC and the Financial Crimes Enforcement Network.

Your Account statement will serve as notice of any funds electronically debited from or credited to your Account. You acknowledge and agree that, unless required by law, we are not required to provide any other notice or receipt of ACH transactions, wire transfers or other funds transfers.

(t) Inconsistent Name and Numbers

You agree that Santander, and any bank or intermediary involved in processing your payment order for a wire, ACH, or other funds transfer, are entitled to rely on the account number and bank identification number provided by you without any obligation to look at the name of the beneficiary or bank which may also appear in the payment order — even if the number identifies a person different from the named beneficiary or bank. If the payment order describes the recipient inconsistently by name and account number, posting of the payment transmitted by Santander to the receiving bank may be made by the receiving bank on the basis of the account number supplied by you — even if such account number identifies a person or entity different from the named recipient. If you provide an incorrect account number or bank identifier for the recipient, the funds transfer may be misdirected, resulting in the loss of funds. You acknowledge and agree that Santander has no obligation to detect errors and no liability for any incorrect, inconsistent, or missing information in your payment order for any wire, ACH, or other funds transfer.

(u) ACH Transactions

When we receive ACH credits or debits to your Account, we are authorized to debit or credit your Account accordingly, and you agree to be bound by the operating rules and guidelines of NACHA (as amended from time to time, the "**NACHA Rules**"). For each ACH transaction, you agree that the transaction is subject to the NACHA Rules. You understand and agree that you may obtain a copy of the NACHA Rules at https://www.nacha.org/ (fees may apply). Failure to comply with the NACHA Rules may result in termination or suspension of your Account and/or any agreement you have with us. We reserve the right to conduct an audit for purposes of verifying your compliance with the NACHA Rules and/or any of your agreements with us. You agree to adopt and make to us all representations and warranties of an originator under the NACHA Rules.

We may rely on the representations and warranties set forth in the NACHA Rules and may credit or debit your Account, as instructed by the originator of the ACH transaction. You authorize us to originate ACH credits or debit entries on your behalf, in accordance with your instructions.

With regard to ACH transactions, you further understand and agree that: (i) credit entries you originate may be transmitted through the ACH network; (ii) your rights and obligations as to payments to or from your Account will be based on the laws governing your Account; (iii) when we credit your Account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment; and if we do not receive final settlement or payment, we are entitled to a refund from you in the amount of the credit to your Account and the party initiating the credit to you shall be deemed not to have paid you; (iv) a payment by the beneficiary's bank of a ACH transfer from your Account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and you further agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary, in which case you, as the originator of the payment, will not be considered to have paid the beneficiary; and (v) any originating depository financial institution (ODFI) may initiate, under the NACHA Rules, ACH debit entries to your Account for presentment or re-presentment of items written or authorized by you.

(v) Receipt of Real-Time Payments (RTP®)

The following terms apply to payments or funds transfers you receive by way of The Clearing House's RTP® Network, if and to the extent we make available the receipt of RTP® transfers at Santander. You agree that the applicable operating rules and guidelines of The Clearing House, and other applicable law governing funds transfers, are binding upon you and any RTP® transfer you receive. Transfers using the RTP® Network may be made only between accounts located in the United States. You must not receive RTP® transfers on behalf of any person or entity that is not a resident of or domiciled in the United States. If we receive a request for return of an RTP® transfer received for credit to your Account, we may notify you of that request but will have no liability for failure to do so. Although you may not be obligated to comply with any RTP® return request, any resulting dispute and resolution is entirely and solely between you and the sender of the RTP® transfer. You may request that we return such RTP® transfer to the sender. We may, at our sole discretion, attempt to honor such request but will have no liability for our failure to do so. You agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of any RTP® transfer or dispute, as permitted by law.

B. SUBSTITUTE CHECKS AND YOUR RIGHTS

This section contains important information about your rights with respect to Substitute Checks. For your rights relating to a deposit made through our Mobile Check Deposit, please refer to the Mobile Check Deposit section of your Business Online Banking Agreement for details. For your rights relating to a deposit made through Check Deposit Link, please refer to the Cash Management Master Agreement and the applicable schedules and addenda thereto for details.

1. WHAT IS A SUBSTITUTE CHECK?

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

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

2. WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced checks). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim.

We will reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your Account.

3. HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please visit us at any branch (Small Business Banking customers only), notifying your Commercial Banking Relationship Manager (Commercial Banking customers only), or telephone us at 877-768-1145. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

C. ELECTRONIC BANKING

This section contains the terms and conditions that apply to the business electronic banking services described below.

1. USING YOUR CARD

You may use your Santander Business Debit Mastercard® or ATM Card (your "**Card**") to access the checking, savings, or money market savings accounts you have linked to your Card. Your Certificate of Deposit Accounts may not be linked to your Card. In all cases, a checking account must be linked to your debit card.

You may withdraw cash from and make deposits to your Accounts. When you make a purchase using your Card, the amount of your purchase is automatically deducted from your checking Account.

You may use your Card at any Santander ATM or other ATM displaying the Mastercard®, Maestro®, or Cirrus® logo. You may also use your Santander Debit Card to pay for purchases at any merchant displaying the Mastercard, Mastercard Debit, or Maestro logo, and to make cash withdrawals. Deposits may be made at any Santander ATM that accepts deposits. Services at ATMs not operated by Santander may vary. You may transfer funds between Accounts. If you transfer funds at an ATM before 10:00 pm on a Business Day, the funds will be available to pay charges posted to your Account that day. You may also obtain balance information on your Accounts at most ATMs that accept your Card.

The daily limits for the Debit Card purchases and ATM withdrawals are in the disclosure that we send to you together with your ATM or Debit Card.

YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM ANY MERCHANT THAT ACCEPTS YOUR CARD

OUR RIGHT TO CANCEL YOUR CARD OR TO REFUSE TRANSACTIONS
We have the right to suspend or terminate your Card usage at any time without notice. We also have the right to decline transactions when your Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious, or illegal activity. We can rely upon certain fraud detection systems or other factors in making this determination.

If you use your Card at an ATM that is not a Santander ATM, the operator of that ATM and the network used to complete the transaction may impose a fee for the use of that ATM. This includes, but is not limited to, any balance inquiry you may make at a non-Santander ATM.

2. ELECTRONIC PAYMENTS AND DEPOSITS

You may authorize a third party to electronically deposit funds to or withdraw funds from your Account. These could include electronic payments of rent, mortgage payments, or payments of insurance premiums. These could also include one-time electronic payments you authorize, such as by telephone, over the internet, or by giving a check to a merchant or creditor, which then converts your check into an electronic payment.

PREAUTHORIZED CREDITS
If you have arranged to have electronic deposits made to your Account at least once every sixty (60) days from the same person or entity, you can use our business online or mobile banking services or call us at 877-768-1145 and, using the automated system, find out whether an electronic deposit has been received. Electronic deposits may be made to any of your Accounts, except Certificate of Deposit Accounts, without limitation.

NOTICE OF VARYING AMOUNT
If regular electronic payments are being made from your Account and these payments may vary in amount, the person receiving these payments will tell you, at least ten (10) calendar days before each payment, when the electronic payment will be made and how much it will be. You may choose instead to only receive this information when the payment will differ by more than a certain amount from the previous payment, or when the payment will fall outside the limits you have set.

FOREIGN CHECK SCREENING
All financial institutions are required by OFAC to screen all electronic deposits to your Account that are initiated outside the United States. If we receive this type of transaction, the screening process may delay or block the posting of the electronic deposit to your Account.

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

3. TELEPHONE BANKING

You may use Telephone Banking to make transfers between your Accounts, to obtain balance and transaction information about your Account, and to place stop payments. Transfers made over the telephone before 10:00 pm on a Business Day will be completed that evening. Transfers made after 10:00 pm or on a day that is not a Business Day will be completed the evening of the next Business Day. A maximum of $100,000 may be transferred between all of your Accounts and your loans on each Business Day via telephone banking.

4. GENERAL PROVISIONS

(a) Stop Payments

WHAT TYPES OF ELECTRONIC PAYMENTS CAN BE STOPPED?
If you have told us in advance to make regularly-scheduled payments out of your Account, you can stop any of these payments by calling us at 877-768-1145, by visiting a branch (Small Business Banking Customers only), or by notifying your Commercial Banking Relationship Manager (Commercial Banking customers only). We must receive your request at least three (3) Business Days before the

payment is scheduled to be made. If you call, we may also require you to put your request in writing. If we do, we must receive your written request within fourteen (14) days of your telephone call. If you properly and timely order us to stop a recurring preauthorized payment and we do not do so, we will be liable for your losses or damages.

WHAT TYPES OF ELECTRONIC PAYMENTS CANNOT BE STOPPED?
We cannot stop payment of any transaction other than regularly-scheduled electronic payments. Initiation of certain electronic funds transfers will effectively eliminate your ability to stop payment. You may not stop payment of electronic funds transfers, except as otherwise detailed in this Agreement. Stop payments are not permissible for debit card point-of-sale purchases. You should not use electronic access for purchases or service unless you are satisfied that you will not need to stop payment.

(b) Documentation

You will receive a monthly statement reflecting all electronic banking activity on your Account. You can get a receipt when you perform a transaction at an ATM or make a purchase at or obtain cash from a merchant.

For our Massachusetts customers: Any documentation provided to you that indicates that an electronic funds transfer was made is admissible in Massachusetts as evidence of the transfer and constitutes prima facie proof that the transfer was made.

(c) Unauthorized Electronic Banking Transactions

Contact us IMMEDIATELY by calling **877-768-1145** if you believe your Card, Card number, or personal identification number ("**PIN**") has been lost or stolen or any of your described in this Electronic Banking section of the Agreement ("**Electronic Banking service**") have been used or may be used without your permission. Contacting us by telephone is the best way to minimize your potential losses. You could lose all the funds in your Account if you do not notify us of the loss or theft of your Card, Card number, or PIN, or the unauthorized use of your Electronic Banking service. You should also call the number above or write to the address listed below if you believe a transfer has been made using the information from your check without your permission. We may ask you to confirm your report in writing and send it to us at:

Santander Bank ATTN: Card Claims Team
RI1-EPV-02-18
PO Box 831001
Boston, MA 02283-1001

(i) ACH Debit Transactions. Under the NACHA Rules, we generally can attempt to return an unauthorized non-consumer ACH debit entry until the opening of business on the second banking day following the date the unauthorized ACH debit entry posted to your Account. **To enable us to meet the return deadline, you must notify us of the unauthorized ACH debit entry before 3:00 pm on the day following the day when the entry posted to your Account.**

If you do not provide us with timely notice, we will not be able to return the transaction without the cooperation and agreement of the originating bank and the originator of the debit entry. You understand and acknowledge that we may not be able to recover your funds if you notify us outside timeframes under the NACHA Rules and this Agreement. In some cases, your claim may not be honored and you could incur a loss. Any other effort to recover the funds must occur solely between you and the originator of the transaction.

(ii) Card and other Electronic Banking services. You will be liable and will not be able to claim that the use of your Card or Electronic Banking service was unauthorized if the use arose as a result of or in connection with your negligence or the negligence of an authorized person. You agree that your failure, or the failure of an authorized person, to put in place and follow all appropriate security measures and reasonable precautions will be deemed negligence by you or that authorized person.

You must notify us promptly if you believe your Card, Card number, or PIN has been lost or stolen or if unauthorized use of an Electronic Banking service from any of your Accounts has occurred or may occur. You further agree that notifying us promptly means that you or an authorized person has notified us within the sooner of:

(A) two (2) Business Days after you or the authorized person discovered or should have discovered the loss or theft of the Card or PIN or any of your Electronic Banking services have been used without your permission, or (B) sixty (60) calendar days from when we made available to you a statement showing the first unauthorized use.

We may require you to provide us with an affidavit setting out the details of your claim and your observance of proper security measures and reasonable precautions.

You are liable for any transaction made by you or any person you have authorized or allowed to use your Card, such as any withdrawal at an ATM or any other transaction made using your Card.

(iii) Other Agreements. Electronic Banking services are also governed by separate agreements that may contain terms and conditions that govern your liability for unauthorized transactions conducted through such services, including but not limited to the Digital Banking Agreement for Business Online and Mobile Banking and/or the Cash Management Master Agreement and related addenda and schedules thereto.

(d) In Case of Errors or Questions About Your Electronic Transactions

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than thirty (30) days after we sent or made available the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing.

We will investigate your complaint or question and if we determine an error was made by us, we will correct the error.

(e) Our Liability for Failure to Complete a Transaction

If we do not complete an Electronic Banking service transaction to or from your Account on time or in the correct amount, we may be liable only for your actual losses or actual damages, which you must establish. In no event will we be liable for not processing or completing an Electronic Banking service transaction:

- If, through no fault of ours, there are insufficient available funds in your Account to do the transaction;
- If the funds in your Account are uncollected or otherwise unavailable;
- If your Account is "frozen" or subject to legal process or other encumbrance restricting transactions, or your Card is reported lost or stolen;
- If your Debit Card or PIN has been reported lost or stolen or we have reason to believe the transaction is for fraudulent or illegal purposes;
- If the ATM where you are attempting a transaction does not have enough cash;
- If the transaction was prevented by an act of God, or by any other circumstance beyond our control (such as fire or flood) despite reasonable precautions we have taken;
- If the transaction would exceed a credit or transaction limit on your Account;
- If the machine or system on which you were attempting your transaction or which is involved in the processing of your transaction was not working properly; or
- If any other exception stated in any agreement we have with you applies.

(f) Terminating an Electronic Banking Service

If you wish to discontinue any Electronic Banking service, call us at 877-768-1145. We may terminate any or all of your Electronic Banking services, including your Card, at any time for any reason without providing you with notice.

(g) Transactions Made in Foreign Currency

If you make a transaction in a foreign currency with your Card, the transaction will be converted by Mastercard International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one (1) day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. We do not have any control over the exchange rate, the date, or the place of the exchange. We also do not have any control over any conversion fee that may be charged by a card association or network.

D. FUNDS AVAILABILITY POLICY — YOUR ABILITY TO WITHDRAW FUNDS

Funds from items you deposit may be made available to you even if the item you are depositing has not cleared the bank on which it was drawn. However, if any item you deposit is counterfeit or returned to us unpaid, regardless of why it is returned, you will be responsible for the amount of the Item and we reserve the right to debit your Account for the amount of the item.

Our funds availability policy does not apply to checks drawn on banks or branches located outside the United States or payable in a foreign currency. Our funds availability policy does not apply to Certificate of Deposit Accounts.

1. DETERMINING THE AVAILABILITY OF A DEPOSIT

Business Days (rather than calendar days) will be used for determining the availability of your deposits. If we receive your deposit prior to the applicable cutoff time on a Business Day, we will consider that day to be the day of the deposit. However, if you make a deposit after the cutoff time or on a day that is not a Business Day, then the next Business Day we are open is considered the day of deposit.

If you make a deposit on or before the applicable cutoff times on a Business Day, we will consider that to be the day of deposit. Deposit cutoff times:	
DEPOSIT MADE AT OR USING	CUTOFF TIME
Santander Branch	Closing time of the branch
Santander ATM	10:00 pm
Santander Mobile Banking Check Deposit/Check Deposit Link	10:00 pm
Wire room for incoming wire transfers	6:00 pm
Telephone banking transfers	10:00 pm

NOTE: Funds you transfer between your Accounts using a Santander ATM, telephone banking, Business Mobile Banking, Business Online Banking, or Santander Treasury Link are immediately available only for debit card purchases and ATM withdrawals. For details, see the "Electronic Banking" section of this Agreement and your Digital Banking Agreement for Business Online and Mobile Banking or your Cash Management Master Agreement and the related addenda and schedules thereto, as applicable. There may be limitations on the type of checks accepted for deposit using Santander Mobile Check Deposit and Check Deposit Link. Please see your Digital Banking Agreement for Business Online and Mobile Banking or your Cash Management Master Agreement and the related addenda and schedules thereto, as applicable, for details.

2. SAME-DAY AVAILABILITY

Funds from the following deposits are generally available on the same Business Day as we receive your deposit:

- Cash deposit
- Direct deposit and other electronic deposit
- Wire transfer

LIMITED AVAILABILITY
If you deposit a check at one of our Santander ATMs, we generally make up to $100 available to you immediately and it is reflected in the Available Balance on your ATM receipt. The $100 is a per Business Day limit and is ONLY available for cash withdrawals made at a Santander ATM on the day of your check deposit. This $100 is not available for card purchases or to cover other transactions posted to your Account that day.

3. NEXT-DAY AVAILABILITY

Funds from the following deposits are generally available no later than the first Business Day after the day we receive your deposit (unless deposit is not payable to you):

- Checks that are drawn on us
- U.S. Treasury checks
- State and local government checks deposited in person (upon request at time of deposit)
- Cashier's, certified, and teller's checks deposited in person (upon request at time of deposit)
- Federal Reserve Bank and Federal Home Loan Bank checks and postal money orders
- Checks deposited into Escrow Master Checking Accounts and IOLTA Accounts

4. OTHER CHECK DEPOSITS

Funds from all other checks, including deposits made using Mobile Check Deposit or Check Deposit Link and by mail, are generally available as follows:

- First $275: The first $275 of all checks you deposit on a Business Day will be available no later than the first Business Day after the Business Day we receive your deposit.
- Remaining Funds: The remaining funds will be available no later than the second Business Day after the Business Day we receive your deposit. For EXAMPLE, if you deposit a check for $1,000 on a Monday and deposit no other checks, $275 of the deposit is available on Tuesday. No later than Wednesday, the remaining $725 is available.

5. LONGER DELAYS MAY APPLY

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency, such as a failure of computer or communications equipment.

If we delay your ability to withdraw funds for these reasons or any other reason that differs from the above policy, we will notify you by mail. Your funds will generally be available no later than six (6) Business Days after the Business Day we receive your deposit.

6. HOLDS ON OTHER FUNDS

(a) Check Cashing

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

(b) Other Account

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described in our Funds Availability Policy for the type of check that you deposited.

7. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first thirty (30) days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit, if the deposit meets certain conditions set forth in Subsection D.3 (NEXT DAY AVAILABILITY) of this Agreement. The excess over $6,725 will be available not later than the ninth Business Day after the day of your deposit.
- Funds from all other check deposits may be available later than the schedule set forth in Subsection D.4 (OTHER CHECK DEPOSITS) of this Agreement; but not later than the ninth Business Day after the day of your deposit.

E. ADDITIONAL LEGAL TERMS AND CONDITIONS

1. CAN THIS AGREEMENT BE CHANGED?

We may change this Agreement, or any fees and features of your Account, at any time. If the change will adversely affect your Account, we will give you advance notice as required by applicable law. We may provide this notice to you on or with your statement, by mailing the notice to you directly (whether in hard copy or electronically) or by posting the notice electronically and/or in our branches. We may change or terminate this Agreement without notice to comply with any appropriate Federal or applicable State law or regulation. By maintaining your Account after the effective date of any change, you agree to the change. A copy of the current Agreement will include modifications described in your account statement or otherwise communicated to you. You can obtain a copy of the current Agreement anytime by requesting it from a banker or at santanderbank.com.

2. ARE WE ALLOWED TO USE FUNDS IN YOUR ACCOUNTS TO COVER DEBTS YOU OWE US (SET OFF)?

If you owe us or any of our affiliates money and that money is due, we can, on our own behalf and on behalf of our affiliate(s), use the money from any of your Accounts to pay this debt without notifying you in advance. This is known as "set off" or as the act of "offsetting" to cover an amount owed to us. When we debit your Account, we will notify you at that time and tell you how much was taken from your Account.

3. NO WAIVER OF OUR RIGHTS

If we fail to exercise or waive a right with respect to your Account (including transactions and services) on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

4. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

5. CONFIDENTIALITY

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for processing or completing transfers; or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant; or
- To comply with government agency or court orders, examinations, regulatory inquiries and/or disclosures, and escheat records; or
- If you give us your written permission; or
- In accordance with applicable law or as otherwise expressly permitted herein.

6. DISCLOSURE OF ACCOUNT INFORMATION

You authorize us to share information about you and your Account (including transactions and services) with our affiliates and third parties, unless applicable law or Santander's Online Privacy Policy prohibits us from doing so.

7. TELEPHONE AND ELECTRONIC COMMUNICATION

In the event a one-time passcode is required for multifactor authentication, information from your mobile phone and/or service provider may be used to verify your identity to protect your Account. You authorize your wireless operator to disclose mobile subscriber account and device details, if available, to our third-party service provider for fraud avoidance purposes.

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless we are required by law.

When you give us your mobile number, you agree that we and our service providers or agents can contact you at that number about all of your Accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. Message and data rates may apply. You may contact us any time to change these preferences. If you give us your email address, you agree that we may send servicing messages on your Accounts to that address.

We may send communications electronically, such as by email, text message, or online posting, rather than through U.S. mail or other means, unless the law says otherwise.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

If this Agreement conflicts with any statements made by one of our employees or agents, this Agreement will govern.

9. YOUR INSTRUCTIONS

In our sole discretion, we may follow your instructions concerning your Account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

10. REIMBURSEMENT FOR LOSSES

If we take any action to collect your debt or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees and expenses, and all court and other costs, fees, and expenses, to the extent permitted by applicable law. We may charge your Account for our losses without prior notice to you.

11. TIME LIMITS FOR FILING A LAWSUIT

You must file any lawsuit or arbitration against us within two (2) years after the claim arises, unless Federal or State law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable State law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two (2) years, you agree to the shortest permitted time under that State's laws.

Any action against us must be brought within the period that the applicable law requires us to preserve records, unless applicable law or this Agreement provides a shorter limitation period.

12. YOUR SUCCESSORS

This Agreement will be binding on you and your business representatives, executors, administrators, and successors.

13. WHAT COURTS MAY BE USED TO RESOLVE A DISPUTE?

You agree that any lawsuits, claims, or other proceedings arising from or relating to your Account or this Agreement, including the enforcement of the arbitration agreement described in Section 15 of this Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the State or Federal courts in the State whose laws govern your Account, without regard to conflict of laws principles.

14. SECTION HEADINGS

The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement.

15. ARBITRATION PROVISION

This section constitutes the arbitration agreement between you and us.

THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. PLEASE READ THIS SECTION CAREFULLY. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS SET FORTH BELOW.

If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in class arbitration; or (4) join or consolidate a claim with claims of any other persons or entities. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

(a) Binding Arbitration

If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this section.

A "**claim**" or "**dispute**", as used in this Arbitration section of this Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to this Agreement or the deposit relationship between us. It includes any disagreement relating in any way to services, Accounts, or any other matters; to your use of any of our banking facilities; or to any means you may use to access your Account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies (including claims for compensatory, monetary and/or punitive damages, restitution and/or disgorgement, or injunctive relief, including public injunctive relief), or whether they are common law or statutory (Federal or State) claims. Except for small claims addressed in Subsection (d), arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include disagreements about the meaning, application or enforceability of this arbitration agreement. The term "**Account**," for purposes of arbitration, includes any updated or substitute Account for the same Account holders.

(b) Your Right to Opt Out

If you do not want this Arbitration section of this Agreement to apply to your Account, you may opt out by sending us written notice of your decision within thirty (30) days of the opening of your Account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration section of this Agreement. It should include your name, address, Account name, Account number, and your signature and must be mailed to: Santander Bank, Garnishment-Life Events, PO BOX 847168, Boston, MA 02284-4168.

This is the sole and only method by which you can opt out of this Arbitration section of this Agreement. Your exercise of the right to opt out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration section of this Agreement in a timely and proper fashion.

(c) Parties Subject to Arbitration

Arbitration applies whenever there is a claim between you and us. If a third party is also involved in a claim between you and us, then the claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, the term "**you**" includes each owner of the Account, each person who signs a signature card for the Account, and their respective heirs, successors, representatives and beneficiaries; "**we**", "**us**", or "**our**" includes Santander Bank, N.A., its parents, subsidiaries and affiliates, successors, and their employees, officers, directors, and controlling persons, and all third parties who are regarded as agents or representatives of ours in connection with a claim.

(d) What Claims or Disputes Are Excluded From Arbitration?

You and we retain the right to pursue in small claims court (or an equivalent State court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

(e) Initiation of Arbitration

You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced. The demand for arbitration may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action or public injunctive relief. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop. Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association ("**AAA**"), according to the forum's rules and procedures. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. You may obtain a copy of the arbitration rules for the forum, as well as additional information about initiating arbitration by contacting the forum:

- American Arbitration Association
  800-778-7879 (toll-free)
  Website: adr.org

In the event that the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("**FAA**"). To the extent that there is any variance between the forum's rules and this Arbitration section of the Agreement, this Arbitration section of the Agreement shall control.

If you initiate the arbitration, you must notify us in writing at: Santander Bank, Garnishment-Life Events, PO BOX 847168, Boston, MA 02284-4168.

If we initiate the arbitration, we will notify you in writing at your last known address in our file.

(f) Court and Jury Trials Waiver

FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

(g) CLASS ACTION AND CLASS ARBITRATION WAIVER

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.

You further agree that in arbitration, injunctive relief shall be limited to such relief as is necessary to remedy your own alleged injury or to prevent future injury to you alone. Any arbitral award on a class basis shall be void and shall not be subject to confirmation and no judgment shall enter thereon. An injunction granted in arbitration may provide only such relief as is necessary to remedy injury to you or to protect you alone from future injury; no judgment or order shall be entered by a court to enforce an award of the arbitrator for broader injunctive relief.

If you bring a lawsuit that includes a claim for public injunctive relief, you further agree that we may treat such a claim as a Claim within the meaning of this Arbitration section of this Agreement, and that we would then have the right to demand arbitration, and if you refuse our demand, to move to enforce arbitration in accordance with the terms of this Arbitration section of this Agreement pursuant to the FAA. If we bring and lose that motion, your claim for public injunctive relief will be heard in court, but you agree to stay your claim in court for public injunctive relief pending (a) exhaustion of our right to appeal from the ruling against us, and (b) completion of arbitration of all other Claims. If we win our motion, your claims for injunctive relief will be decided in accordance with the terms of this Section, meaning that the arbitrator can award only such injunctive relief as is necessary to remedy your own alleged injury or to prevent future injury to you alone.

(h) Where Will the Arbitration Be Held?

The arbitration shall take place in the Federal judicial district in which you reside, unless the parties agree to a different location in writing. However, the arbitrator may, in his or her discretion, conduct special hearings at any other place for the purpose of receiving evidence that would otherwise be unavailable at the situs of the arbitration, or for the convenience of the parties or witnesses, and that the place for the special hearing selected by the arbitrator shall also be deemed a place where the arbitrator "[is] sitting" for purposes of Section 7 of the FAA. The arbitrator or any of the parties to the arbitration or any party may attend any hearing telephonically or electronically. The telephonic or electronic, adjudicative (as opposed to physical) presence of the arbitrator at a hearing satisfies the "[is] sitting" requirement of Section 7.

(i) Costs of Arbitration

The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is a justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by this Agreement, the forum's rules, or applicable law.

(j) What Law Governs the Arbitration Provision and Arbitration Proceedings?

You and we agree that in our relationship arising from this Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this Arbitration section of this Agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State that govern the relationship between you and us. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(k) Do You Have a Right to Discovery?

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the arbitrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

(l) Arbitration Award and Right of Appeal

Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration section of this Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken.

(m) Severability and Survival

If any part of this Arbitration section of this Agreement, other than the Class Action Waiver set forth in subsection (g) above, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The Class Action Waiver set forth in subsection (g) is non-severable and if it is deemed or found to be unenforceable for any reason, the whole Arbitration section of this Agreement shall be null and void. This Arbitration section of this Agreement shall survive the closing of your Account and the termination or modification of any relationship between us.

(n) Notice and Cure; Special Payment

Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at: Santander Bank, Garnishment-Life Events, PO BOX 847168, Boston, MA 02284-4168.

If the parties do not reach an agreement to resolve the Claim within thirty (30) days after the Claim Notice is received, the complaining party may start a lawsuit or arbitration, subject to the right of the other to demand arbitration of the Claim according to the terms of this Arbitration section of this Agreement.

This is the sole and only method by which you can submit a Claim Notice. If (1) you submit a Claim Notice in accordance with this Section on your own behalf and not on behalf of any other party; (2) you cooperate with us by promptly providing the information we reasonably request; (3) we refuse to provide you with the relief you request; and (4) the matter then proceeds to arbitration and the arbitrator subsequently determines that you are entitled to such relief (or greater relief), you will be entitled to a minimum award of at least $3,000 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). You should address all claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this $3,000 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of $3,000 are not contemplated.

For additional information on products or services offered by Santander Bank, stop by your nearest branch or call us at 877-768-2265.

For quick access to information on your Santander Accounts, call Santander Bank's Automated Telephone Banking at 800-762-5895.
Hearing- and speech-impaired customers may use 7-1-1 or their preferred relay service.

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