Business Deposit Account Agreement

America's Most Convenient Bank®

This is an important document. It contains the contract governing your deposit relationship with the Bank and required legal disclosures. Please have it translated.

Este es un documento importante. Contiene el contrato que rige su relación de depósitos con el Banco y declaraciones de información exigidas por ley. Por favor, mande a hacer la traducción de este documento.

Ce document est important. Il contient le contrat régissant vos rapports avec la Banque en votre qualité de déposant ainsi que les informations exigées par la loi. Veuillez le faire traduire.

Este documento é importante. Contém o contrato que governa a sua relação para depósitos com o banco e as declarações requeridas por lei. Por favor mande traduzir

هذه وثيقة مهمة تحتوي على عقد يحكم علاقتكم الإيداعية مع البنك
والمعلومات المطلوب الإفصاح عنها بموجب القانون. الرجاء ترجمتها.

這是一份重要文件。其中包含有關您與銀行之間存款關係的合約，以及所需的法律披露事宜。請翻譯此文件。

"នេះជាឯកសារមួយសំខាន់ណាស់ ។ ឯកសារនេះមានពត៌មានស្តីពីកិច្ចសន្យាគ្រប់គ្រងលើទំនាក់ទំនងនៃការកក់ប្រាក់របស់អ្នកជាមួយធនាគារ ហើយតំរូវឲ្យមានការបញ្ចេញពត៌មានស្របច្បាប់ ។ សូមឲ្យគេបកប្រែឯកសារនេះ "

Ini adalah dokumen penting. Dokumen ini berisi kontrak yang mengatur hubungan simpanan Anda dengan Bank serta pengungkapan legal yang dibutuhkan. Harap diterjemahkan.

본 문서는 중요합니다. 여기에는 은행과의 예금관계 계약과 법적으로 요구되는 공시가 실려있습니다. 본 문서를 번역 하시기 바랍니다.

Это важный документ. В нем содержится договор, который регулирует ваши взаимоотношения с Банком по вопросу депозита, а также необходимые юридические оговорки. Пожалуйста, попросите, чтобы этот документ перевели для вас.

"Đây là tài liệu quan trọng. Tài liệu này bao gồm hợp đồng chi phối tương quan giữa việc ký thác tiền bạc của quý vị với Ngân Hàng và việc tiết lộ nội dung hoạt động theo đòi hỏi của pháp luật. Vui lòng nhờ dịch tài liệu này sang tiếng Việt để hiểu rõ."

Welcome to TD Bank, America's Most Convenient Bank®

We are pleased to offer you this Business Deposit Account Agreement ("Agreement") that governs the terms and conditions of your business deposit account(s) with us. This Agreement consists of Parts I-VI below, as well as the Rate Sheet(s), Business Fee Schedule(s), and Business Schedule of Charges published by the Bank from time to time. This Agreement provides you with information you will want to know about your business deposit account(s). If you have any questions, or would like to learn more about our business deposit account products and services, please contact any of our Stores or call us at **1-888-751-9000.** We will be happy to assist you.

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Definitions:
Throughout this Agreement, unless otherwise indicated, the following words have the meanings given to them below:

a) "**Account**" means your Small Business, Commercial or Municipal Checking Account, Savings Account, Money Market Account and/or Certificate of Deposit ("CD") account with us, as applicable, unless limited by the heading under which it appears.

b) "**Business Day**" means every day, except Saturdays, Sundays, and federal holidays.

c) "**Calendar Day**" means every day, including Saturdays, Sundays, and federal holidays.

d) "**Bank,**" "**we,**" "**us,**" "**our**" and "**TD Bank**" refer to TD Bank, N.A.

e) "**You**" and "**your**" mean each sole proprietor, corporation, limited liability company, partnership, business-purpose unincorporated association, estate, trust or other business-purpose entity, governmental or other public entity or not-for-profit organization who opens an Account and in whose name an Account is maintained on our records, and any joint owner of each Account.

f) "**Store**" means a branch office.

Part I: Business Deposit Account Terms and Conditions

By opening and maintaining an Account with the Bank, you agree to the provisions of this Agreement, so you should read this Agreement thoroughly and keep it with other important records. You are responsible for ensuring that any person who conducts transactions on your Account, including anyone who makes a deposit, is issued a Visa Debit Card or conducts online banking, is aware of and complies with the terms of this Agreement. From time to time, we may offer new types of Accounts and may cease offering some types of Accounts. This Agreement governs all types of accounts for business purposes. If and to the extent the provisions of this Agreement vary from the provisions of the Uniform Commercial Code as adopted in the jurisdiction where your Account was opened, the terms and conditions of this Agreement shall control.

This Agreement includes your promise to pay the charges listed on the Business Fee Schedule and Business Schedule of Charges and your permission for us to deduct these charges, as earned, directly from your Account, except as otherwise agreed in writing by the Bank, in its sole discretion. You also agree to pay any additional reasonable charges we may impose for services you request which are not contemplated by this Agreement but are disclosed in our Business Fee Schedule(s) and Business Schedule of Charges which may be amended from time to time. Each of you agrees to be jointly and severally liable for any Account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from your Account, together with the costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

You agree to use the Account only for lawful purposes. You agree to use the Account for business purposes only and not hold or maintain the Account for any personal, family or household purposes. You agree that you will not use the Account for any purposes, activities or transactions that are unlawful or illegal under federal or state law, and you agree not to deposit any proceeds thereof into your Account. This includes transactions on the Internet or in person that involve unlawful gambling or betting of any sort including the unlawful purchase of lottery tickets, casino chips, or off- track betting and wagering. We reserve the right to block all such transactions. However, in the event that a charge or transaction described in this disclosure is approved and processed, you will still be liable for the charge.

Our Responsibility to Obtain Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an Account, we will ask for your business name, business address, and tax identification number, and the name, address, date of birth, and Social Security Number of each Authorized Signer. We may ask you to provide identifying documents or other information that will allow us to identify you or individuals associated with you or who take certain actions with respect to your account in order to comply with "Know Your Customer" requirements. We may require you to provide updates or additional information from time to time. We may restrict or close your account if we are unable to obtain information to satisfy our "Know Your Customer" requirements.

Telephone and Text Communications

If you give a cell phone number directly to us, you consent to and agree to accept calls and text messages related to the servicing of your Account to your cell phone from us and our agents. For any service related telephone or cell phone calls or text messages placed to you by us or our agents, you consent and agree that those calls may be automatically dialed and/or may consist of pre-recorded messages. Text message & data rates may apply. You can reply HELP for help on any SMS message or STOP to stop messages. You agree that we may record and/or monitor any service related phone calls or other electronic communications between you and us or our agents.

Authorized Signers

Authorized Signers are the persons designated and authorized by you to take action and provide instructions with respect to any of your Accounts and related services, including, without limitation, signing, accepting, or endorsing checks or other instruments drawn or deposited to your Accounts, transferring funds to or from your Accounts, generally operating, maintaining or closing such Accounts and related services and signing any agreement or document relating to such Accounts and related services. We may rely on the certificates, resolutions, signature cards and other documents you deliver to us in connection with the Account, which we may require to be in form and substance satisfactory to us. However, if any terms contained in your signature cards, certificates of authority, resolutions of your board of directors or other governing body, or other documentation or agreements you have with us are inconsistent with the terms of this Agreement, the terms of this Agreement shall control over such inconsistent terms. Until properly notified in writing of any change to the Authorized Signers and we have had a reasonable period of time to act upon such notice, we may pay, honor checks or instructions and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof (even if drawn or endorsed to the order of any Authorized Signer or other person signing the same, and/or tendered by such person for cashing, in payment of the individual obligation of such person, and/or for deposit to such person's personal account), for all instruments or orders for payment or transfer of money for whatever purpose.

To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted or endorsed by an Authorized Signer. You must notify us immediately and in writing of any change in the status of any Authorized Signers. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change shall be affected by any such notice. You agree to send any such written notice to the Store where you opened your Account. (or if opened remotely, to the TD Bank location where your Account is maintained).

No Multi-Signer Accounts or Authorization Limitations

We do not offer accounts on which two or more signatures are required for a check, withdrawal or other payment, or there are any limitations as to the amount of checks, withdrawals or other payments that may be authorized, or certain signers have different authority than other signers. Notwithstanding any provisions to the contrary on any signature card, certificate, resolution or other agreement, you agree that if any such document purports to require any of these or similar limitations, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized as an Authorized Signer on your Account, you agree that we can honor checks signed or payments initiated by any Authorized Signer and without limitation as to amount, even if there are two or more lines on the items for your signature and two signatures are required by you.

Joint Accounts

a) Each of You Can Control the Account. If more than one of you opens an Account and the Account signature card or other documentation shows more than one business or organization as an owner of the Account (not including persons signing as Authorized Signers for the same business or organization), the Account will be a joint Account. All of you are considered "joint tenants" of your Account. This means that each of you can control your Account as if you were the only Account owner, including the right to withdraw all the funds and close your Account.

b) Joint and Several Liability. Your liability as an owner of a joint Account is joint and several. This means that we can enforce this Agreement against any one of you, some of you, or all of you. This also means that we can look for repayment of any amount owed us as a result of any withdrawal, transfer or any other transaction made in connection with your joint Account from any one of you, some of you, or all of you.

c) Signatures and Endorsements. Each of you, as an owner of a joint Account, guarantees that the signatures of (i) all other Account owners, and/or (ii) the Authorized Signers for the other Account owners are genuine. Each of you agrees to give us any missing endorsement(s) of any other Account owner(s) or the Authorized Signer(s) for the other Account owner(s) when we ask you.

d) Deposits to Your Account. All deposits to your joint Account will become the property of each of you. Each of you agrees that we may credit to the joint Account any check or other item that is payable to the order of any one or more of you, even if the check or other item is endorsed by less than all or by none of you. When this credit is final, it will be considered by you and by us to be full payment of the check or other item to each Account owner named as payee.

e) Withdrawals from Your Account. Subject to the terms of this Agreement, we will pay checks and other items drawn, and honor withdrawal requests made, by any of you. We may also follow instructions about your Account from any one of you. We may do any of these things without liability to the other Account owners. We may be required by service of legal process to hold or remit funds held in a joint Account to satisfy an attachment or judgment entered against, or other valid debt incurred by, any owner of the Account.

Right of Survivorship. Except as otherwise provided by applicable law, if an Account owner is a natural person and dies, or is an entity and ceases to exist, (i) the Account will belong to each surviving Account owner, and (ii) we may pay checks and honor withdrawal requests from any surviving Account owner.

You May Ask Us to Restrict Your Account; Resolving Questions of Authority. If any Authorized Signer or any Account owner does not want us to pay checks or otherwise release funds from your Account, or we receive any conflicting demand regarding the ownership or management of an Account or its funds; or we are unable to determine any person's authority to give us instructions, we may ask an Authorized Signer or Account owner, as applicable, to give us documentation, and we may comply with that request or place a hold on funds or restrict the Account in those circumstances. We do not have to decide if a dispute or allegation has merit before we take action. We may ask all Authorized Signers or joint Account owners to give us a written authorization or other documentation before we resume paying checks, release funds or resume normal Account operation. We may take these actions without any liability to you.

FDIC Insurance Coverage

All of a business' deposit accounts at an insured depository institution, including all non interest-bearing transaction accounts, will be insured by the Federal Deposit Insurance Corporation (FDIC) up to the standard maximum deposit insurance amount (currently $250,000), for each deposit insurance ownership category. For more information visit, **www.fdic.gov/deposit/**

Special Provisions for Pass-Through Accounts

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership capacity). If the Account has transactional features as defined in 12 C.F.R. § 370, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements in the format specified below. The FDIC has published a guide that describes the process and information required, which can be accessed on the FDIC's website in a document entitled "Deposit Broker's Processing Guide" in the section entitled "Part 370 Alternative Recordkeeping Entity Processing: Addendum to the Deposit Broker's Processing Guide," currently available at **www.fdic.gov/deposit/ deposits/brokers/part-370-appendix.html**.

The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts and provides information regarding the records you keep on the beneficial owners of the funds.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. You understand and agree that your failure to provide the necessary data to the FDIC in the format, substance and timeframe required may result in a delay in receipt of insured funds and could result in legal claims against you from the beneficial owners of the funds in the account. Notwithstanding any other provision of this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this section.

IOLTA, IOTA and IOLA Accounts; Attorney Trust Accounts

Interest earned on IOLTA, IOTA and IOLA Accounts is directed to the designated IOLTA, IOTA or IOLA Committee or bar foundation, as applicable. If you establish one of these types of Accounts, you agree to comply with all of the applicable laws for such Accounts.

If you are a licensed attorney or a law firm, you agree that we may report information about overdrafts on and/or returned checks drawn on Accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable laws, rules, or regulations. You agree that we have no liability to you for reporting any information to applicable authorities regarding any Account which we believe in good faith is subject to such laws, rules, or regulations.

IOREBTA Accounts
Interest earned on IOREBTA Accounts (or similar realtor trust accounts) is directed to the Realtors Affordable Housing Fund, as applicable, to support grants to provide housing to under-privileged individuals and families. The interest from this Account will aid housing and shelter programs within a particular jurisdiction. If you establish these types of Accounts, you agree to comply with all of the applicable laws for such Accounts.

Accounts Holding Third Party Funds
We may allow you to establish certain Accounts to hold escrow funds or segregated funds belonging to third parties (each, a "Third Party" or "Third Party Funds Account", as applicable) on whose behalf you provide services or whose funds you are holding for a specific purpose. Third Party Funds Accounts are intended for businesses that are required by law and/or generally accepted accounting principles to segregate funds taken in as part of a normal course of business. In some cases, these Third Party Funds Accounts consist of a master Account established in your name and one or more linked Third Party sub-accounts opened in the name(s) of the Third Party(ies) you designate. All such Third Party Funds Accounts (including sub-accounts) are subject to the terms of this Agreement and any terms specific to related services that we may provide from time to time.

You represent to TD Bank and agree that (i) you are duly authorized to open and operate each Third Party Funds Account, (ii) each Third Party Funds Account is and will be opened and operated in accordance with the related agreements entered into between you and the Third Party in connection with a service or other arrangement with the Third Party, or if applicable, for the internal management of your own business (collectively, the "Relationship"), (iii) you will have obtained from all necessary parties the required authorization to open and operate a Third Party Funds Account, including proper authorization to make each deposit and withdrawal, (iv) if you are acting as a fiduciary for the Third Party, either by agreement or by operation of law, that a) you are complying and will continue to comply with all laws and regulations concerning the fiduciary relationship between you and such Third Party; b) you have advised each Third Party of all fees and other expenses that may be charged to the Third Party Funds Account or may otherwise be deducted from such Account, and c) you further represent and warrant that the fiduciary relationship between you and such Third Party does not give rise to any restrictions or prohibitions against charging such fees and other expenses to such Third Party Funds Account and (v) you have obtained any necessary consents to benefit from the use of any earnings credit or fee offsets and to receive other financial benefits from TD Bank. You agree to indemnify and hold us harmless from any and all liability, and covenant not to sue us, relating to our reliance on these representations.

You further agree that you will promptly furnish to TD Bank such documentation concerning the Relationship, as may be requested by us, in form and substance satisfactory to us, including, without limitation, (i) agreements or other documentation evidencing your authority to open and operate your Third Part Funds Account and, as may be applicable, to act as a fiduciary for each Third Party, (ii) tax certifications signed by an authorized representative of each Third Party and (iii) for Relationships other than those operated by you for internal business management, agreements between you and each Third Party disclosing, in form and substance satisfactory to TD Bank, any fees or expenses that TD Bank may charge to the applicable Third Party Funds Account or that may be otherwise deducted therefrom. Any applicable fees that may not be charged to the Third Party Funds Account will assessed to your master or operating Account.

TD Bank Does Not Act as a Fiduciary or Escrow Agent
This Agreement and the deposit relationship between you and us does not create a fiduciary, quasi-fiduciary or special relationship between you and us, regardless of how you title your Account (including any Third Party Funds Account), or whether you yourself act in a fiduciary or similar capacity with respect to funds deposited with us. TD Bank does not act as an escrow agent under any Account but may act as an agent with respect to Accounts holding collateral. Our deposit relationship with you is that of debtor and creditor and governed by contract. The Bank's internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures. We shall have no responsibility for any dispute between you and any Third Party or any other third party with respect to the funds deposited in any Account.

No Correspondent Banking Activities
TD Bank does not permit you to use your Account for correspondent banking activities. If you are a financial institution, you may not deposit your customers' checks or otherwise use your Accounts to send or receive funds on behalf of your customers.

Deposit Policy
We may refuse to accept cash or other items for deposit. Any item that we accept for deposit is subject to later verification. We will usually give you provisional credit for items deposited into your Account. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given for an item deposited into your Account if we do not receive final credit for that item and charge you a fee (see Business Fee Schedule). If the reversal of a provisional credit creates an overdraft in your Account, you will owe us the amount of the overdraft, plus any overdraft fees (see Business Fee Schedule). We will determine when final credit is received for any item. Please read the Funds Availability Policy for a detailed discussion of how and when we make funds available to you. We reserve the right to limit large cash deposits to your account and require additional information in order comply with applicable law.

We will accept certain items like foreign checks and bond coupons for collection only. You may also ask us to accept certain other items for collection only. You will not receive credit for (provisional or otherwise), and may not withdraw funds against, any of these items until we receive final credit from the person responsible for paying them. Items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate that is in effect on the date when we credit the funds to your Account and not when the deposit is made. The Funds Availability Policy does not apply to items we have accepted for collection only. If and when we receive final credit for an item we have accepted for collection only, you agree that we may subtract our collection fee (see Business Fee Schedule) from the amount finally credited to us, before we credit your Account for the remaining amount.

We may place restrictions or prohibit individuals who are not Authorized Signers from making deposits to your account.

Endorsing Checks
We may endorse and/or collect items deposited to your account without your endorsement but may, at our option, require your endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or of persons who are not signers on the account, we may refuse the item or may require you to have their endorsement guaranteed before we accept an item.

Third-Party Checks and Endorsements
We may refuse to deposit any check that is not payable to you. We also may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification.

Returned Checks/Waiver of Rights
If you deposit a check or item in your Account that the drawee bank returns unpaid for any reason (called "dishonor"), we may put the check or item through for collection again. This means that you are waiving your right to receive immediate notice of dishonor. If the check or item is dishonored for any reason, the amount of the dishonored check or item will be deducted from your Account. You agree to pay the Bank a fee for any such check or item that is dishonored (see Business Fee Schedule). The Bank may also collect any amounts due to the Bank because of returned checks, through the right of set-off, from any other of your Accounts at the Bank, or collect the funds directly from you.

Cashing of Checks
Typically, the Bank will cash checks drawn on other banks for its Customers who have adequate available funds in their Account(s). If any such check should be returned by the paying bank for any reason, the Bank will charge you a fee (see Business Fee Schedule). In addition, the Bank will debit the amount of the returned check from your Account(s). If the debit creates an overdraft in your Account, you will owe us the amount of the overdraft plus any overdraft fees (see Business Fee Schedule).

Withdrawal Policy
We may place reasonable restrictions on when and how you make any large cash withdrawal. We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official term) at a store if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship, security, or safety risk. We may require that such withdrawals be made at a store by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

Business Passbook Account (if available in your jurisdiction) withdrawals can be made by an authorized signer only upon presentation of the passbook either in person or accompanied by a written order of withdrawal. If you lose the passbook, we require that a Lost Passbook Affidavit be signed by ALL persons named on the Account before a notary public.

Statement Savings Account withdrawals can be made per written order of withdrawal in accordance with the information contained on the signature card, corporate resolution or other relevant document accepted by the Bank, and may also be made with a Visa® Debit Card, as applicable. The Bank may refuse a request if any document or identification required by the Bank or law in connection with the withdrawal has not been presented.

Federal regulations require us to reserve the right to require seven (7) Calendar Days written notice prior to withdrawal or transfer of funds from all Savings Accounts and Money Market Accounts offered by the Bank, as well as all Checking

Accounts that are negotiable order of withdrawal (or "NOW") Accounts. It is unlikely, however, that we would require this notice.

For any non-transactional savings account(s) and money market account(s) you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, our bank policy allows no more than a combined total of six (6) pre-authorized, automatic, electronic (including computer or mobile initiated), telephone withdrawals or transfers, or payments by check, draft, debit card, or similar order payable to third parties or made payable to yourself in any monthly period (based on your statement date). We may impose a fee, as disclosed on the Business Fee Schedule, for the seventh (7th) and each additional withdrawal that you make in any monthly period (based on your statement date). These fees will be reflected in your monthly statement.

Business Checking Accounts and Sub-Accounts
All Business Checking Accounts consist of two separate sub-accounts: a transaction sub-account, and a non- transaction sub-account. Whenever your transaction sub- account balance exceeds a certain level (which we may set and change at our discretion without notice to you), funds above that level may be transferred from the transaction sub-account to the non-transaction sub-account at the Bank's discretion, as often as once each day. All of your Business Checking Account transactions are posted to the transaction sub-account. Balances transferred to the non-transaction sub-account are transferred back to the transaction sub-account to meet these transactional needs, so there is no adverse impact on the availability of the balances held in your Business Checking Account. In addition, we do not allow more than six (6) transfers from the non-transaction sub-Account during any statement cycle. Therefore, if a sixth (6th) transfer occurs, we will return all balances to the transaction sub-Account for the remainder of the statement cycle.

These sub-accounts are treated as a single Account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these sub-accounts. If your Business Checking Account is a non-interest bearing Account, neither the transaction sub- account nor the non-transaction sub-account receives any interest. If your Business Checking Account is an interest- bearing Account, both the transaction sub-account and the non-transaction sub-account receive the same interest rate at all times.

In accordance with federal regulations, we reserve the right to require seven (7) Calendar Days advance notice of withdrawals from interest-bearing sub-accounts for Checking Accounts that are negotiable order of withdrawal (or "NOW") Accounts and for all non-transaction sub-accounts. It is unlikely, however, that we would require this notice.

Stop Payments
At your request and risk, the Bank will accept a stop payment request for a check drawn on your Account for a fee (see Business Fee Schedule). To be effective, a stop payment request must be received in such timely manner so as to give the Bank a reasonable opportunity to act on it, and must precisely identify the Account number, check number, date and amount of the item, and the payee.

Your stop payment request will be effective after the request has been received by the Bank and the Bank has had a reasonable opportunity to act on it. Regardless of whether your stop payment request has been made orally or in writing, it will remain in effect for one (1) year from the date it was given. If your stop payment request has been made orally or in writing, the Bank will send you a written confirmation; this form will constitute written confirmation of your request. It is your responsibility to ensure that all of the information supplied on your written confirmation is correct and to promptly inform the Bank of any inaccuracies.

To maintain the validity of the stop payment request for more than one (1) year, you must furnish a new stop payment request that is confirmed in writing as described in the preceding paragraph before the expiration of the one (1) year period. If a new stop payment request is not received, the check may be paid.

We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment.

You agree that "reasonable time" depends on the circumstances, but that we will have acted within a reasonable amount of time if we make your stop payment request effective by the end of the next Business Day following the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

If we recredit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or item and, upon our reasonable request, to cooperate with us in any legal action taken to collect against the other person(s).

If we are liable for inadvertently paying your check over a 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. You agree that we shall not be liable for any punitive, exemplary or consequential damages.

The Bank has no duty to stop payment on a cashier's check, teller's check or other similar item because items of this type are not drawn on your Account. The Bank may, in its sole discretion, attempt to stop payment on a cashier's check, teller's check or other similar item if you certify to our satisfaction that the item has been lost, stolen or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your indemnification of the Bank. Even if the Bank agrees to attempt to stop payment on a cashier's check, teller's check or other similar item, if the item is presented for payment, the Bank may pay it and you will be liable to us for that item, unless otherwise required by applicable law. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

For information on Stop Payments as they pertain to pre-authorized funds transfers, please reference the Pre-authorized (Recurring) Transfers and Stop Payments section within Part IV: Electronic Funds Transfers.

ACH, The Clearing House Real-Time Payments ("TCH RTP") and Wire Transactions

If your Account receives incoming ACH transactions (either credits or debits), RTP transfers or wire transfers initiated from within or outside of the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association ("Nacha"), The Clearing House Real-Time Payments (TCH RTP) Operating Rules or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control ("OFAC"). You must not send or receive RTP transfers on behalf of a person who is not a resident of, or otherwise domiciled in, the United States. Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds.

Suspend Funds Due to OFAC

We reserve the right to temporarily suspend, block or reject the processing of any transaction, to freeze or block certain funds or the full balance of any Account, account owner, account beneficiary, or authorized signer (each, a "Restricted Person"), in each case to the extent we deem reasonably necessary to comply with any notice, order, regulation, rule, requirement or restriction issued or promulgated by the Office of Foreign Assets Controls (collectively, the "OFAC Rules"). To comply with OFAC Rules, we may temporarily suspend processing of a transaction or the availability of a balance for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation or potential violation of the OFAC Rules, or if we cannot satisfactorily resolve a suspected or potential violation, we may reject such transaction or freeze or block the subject funds or full balance of any Account or Restricted Person. If we block the subject funds and you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form required to seek a release of blocked funds.

Incoming Wire Payment Instructions

We may impose a fee, as disclosed on the Business Fee Schedule, for any domestic or international incoming wire transactions.

Please contact your Store or Relationship Manager for the latest Incoming Wire instructions.

Credit Verification and Obtaining Financial Information

You agree that we may verify credit information about you, as well as credit and employment history about any individual who is personally liable for your obligations under this Agreement (such as your principals, owners or guarantors), through third parties, including but not limited to consumer reporting agencies, or verify any of your or their previous banking relationships for any Accounts you have with the Bank now or in the future. By signing the signature card for your Account, or other written authorization, each such individual (i.e., principal, owner or guarantor who is personally liable for your obligations under this Agreement) authorizes the Bank to obtain such credit and employment information about him or her.

If an Account is declined based on adverse information, you may request from the consumer reporting agency a copy of the information supplied to us. Additionally, if your Account is closed for insufficient funds activity or other negative reason, a report may be made by us to one or more consumer reporting agencies or other third parties if permitted by applicable law. Please notify us if you have a dispute or if you have questions regarding the information we provide. Write to us at: TD Bank Collections, ATTN: ME100-36, P.O. Box 9547, Portland, ME 04112. Please provide your name, Account number, and why you believe there is an inaccuracy or describe the item you are not sure about. We will complete any investigation and notify you of our findings and, if necessary, corrections. Please note that calling us will not preserve your rights.

Certified Taxpayer Identification Number ("TIN")

Federal law requires you to provide to the Bank a valid and certified Taxpayer Identification Number ("TIN"). We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

a) you do not give us a correct TIN;

b) the IRS tells us that you gave us an incorrect TIN;

c) the IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;

d) you fail to certify to us that you are not subject to backup withholding;

e) you do not certify your TIN to us; or

f) there may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any federal income tax you may owe for that year.

Account and Analysis Statements; Limitation on Time to Report Forgeries and Errors

If your Account is not a Passbook or CD Account, the Bank will provide you with a periodic statement by mail or make a paperless statement available to you electronically. For accounts with Account Analysis billing, we will also provide an Account Analysis statement. Unless you request paperless statements or tell us of a change of address, we will continue to mail statements or any other notices to your address as it appears on our records, and you will be considered to have received those statements and any other notices sent to you at that address. We may change your mailing address if we receive an address change notice. Electronic statements are generally available through tdbank.com or the TD mobile app. We do not have to send you a statement or notice if (i) we cannot deliver your statement or notice because of your instructions or your failure to tell us that you have changed your address, or (ii) we determine that your Checking Account or Money Market Account has been inactive for more than 6 months or your Savings Account has been inactive for more than 9 months. You should review your statements and balance your Account promptly after you receive them or we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors.

On Accounts with check-writing privileges, you must review your statement and imaged copies of paid checks, if any, we send you and report forgeries, alterations, missing signatures, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

Applicable law and this Agreement require you to discover and report any error in payment of a check within specified time periods. You agree that statements and any images of paid checks accompanying the statement shall be deemed to be "available" to you as of the statement mailing date or the date on which electronic statements are available for viewing. This means for example, that the period in which you must report any problem with an Account begins on the day we make the statement available, even if you do not view the statement until later.

If you assert against us a claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You agree to assist us and law enforcement authorities as needed in any investigation and, if needed, to serve as a witness at any hearing, proceeding or action brought against the person(s) responsible for the forgery. If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, we will consider that you have ratified the defect in the item and agree that we may charge the full amount of the item to your Account.

You must notify us as soon as possible if you believe there is an error, forgery or other problem with the information shown on your Account statement or Account Analysis statement, and failure to do so means you will be financially responsible for any such error. forgery or other problem. You agree that thirty (30) Calendar Days after we mailed a statement or made it available to you is a reasonable amount of time for you to review your statement and report any errors, forgeries or other problems, including that you did not receive your statement or it was not available. In addition, you agree not to assert a claim against us concerning any error, forgery or other problem relating to a matter shown on an Account statement or Account Analysis statement unless you notified us of the error, forgery or other problem within thirty (30) Calendar Days after we mailed you the statement or made it available to you, or unless you reported that you did not receive your statement within thirty (30) Calendar days after it normally arrives or is made available. This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within thirty (30) Calendar Days after we mailed you the statement or made it available to you listing the check we paid. There are exceptions to this 30 day notice requirement. For claims asserting forged, missing or unauthorized endorsement or alteration, you must notify us within the period specified by the state law applicable to your Account. For errors relating to Funds Transfers, please refer to the section of this Agreement titled "You Must Tell Us About Funds Transfer Errors." For claims asserting Visa Debit Card transactions were unauthorized, please refer to the section of this Agreement titled "Protections for Certain POS Transactions." Except as otherwise expressly provided elsewhere in this Agreement, we are not liable to you for subsequent unauthorized transactions on your Account by the same person if you fail to report an unauthorized transaction on your Account within thirty (30) Calendar Days after we mailed you the statement or made it available to you which contained information about the first unauthorized transaction.

We may destroy original checks not less than thirty (30) Calendar Days after the statement mailing date or electronic availability date. We will retain copies of the front and back of the checks for a period of seven (7) years. During that period, we will provide you an imaged copy of any paid check on request, 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 or the clarity or legibility of any copy we provide.

Combined Statement With Checking

If more than one checking type Account is combined together on a monthly statement, then only one Checking Account can be designated as the primary Account. This primary Account may receive imaged copies of the paid checks back with the statement, and we may impose a fee, as disclosed on the Business Fee Schedule, for providing these imaged copies. Checks for all other Accounts will be retained by the Bank. To request a copy of a paid check, please call **1-888-751-9000**.

Checks

All negotiable paper (called "checks") presented for payment must be in a form supplied by or previously approved by the Bank. The Bank may refuse to accept any check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding check is six (6) months old, we may elect not to pay it. But if there is no stop payment order on file when we receive the check for payment, we may elect to pay it in good faith without consulting you.

You agree that you will use care in safeguarding your unsigned checks against loss or theft. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned checks, or had told us they were missing.

Processing Order For Payment of Checks and Other Items

The following describes how we pay or charge to your Account checks and other items presented for payment. An "item" includes a check, substitute check, purported substitute check, remotely created check or draft, electronic transaction, draft, demand draft, image replacement document, indemnified copy, ATM withdrawal or transfer, debit card point-of-sale transaction, pre-authorized debit card payment, automatic transfer, telephone-initiated transfer, ACH transaction, online banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket,

deposit adjustment, wire transfer, and any other instruction or order for the payment, transfer or withdrawal of funds.

For purposes of determining your available Account balance and processing items to your Account, including returning items due to insufficient funds or paying items that overdraw your Account, all items are processed overnight at the end of each Business Day (which excludes Saturday, Sunday and federal holidays), as follows:

a) First, deposits that have become available to you that Business Day in accordance with our Funds Availability Policy are added to your available Account balance.

b) Next, the total amount of any "pending" debit card, ATM and electronic transactions that have been authorized but not presented to us for payment is deducted from your available Account balance. When you use a debit card, or other electronic means to make withdrawals, we may receive notice of the transaction before it is actually presented to us for payment. That notice may be in the form of a merchant authorization request or other electronic inquiry. Upon receipt of such notice, we treat the transaction as "pending" at the time we receive notice, and subject to certain exceptions, we deduct the amount of the pending transactions from your available Account balance to determine the amount available to pay other items presented against your Account. The amount of a pending authorization may not be equal to the amount of the actual transaction that is presented for payment and posted to your Account. If a pending transaction is not presented for payment within three (3) Business Days after we receive notice of the transaction, we will release the amount of the pending transaction. We do not deduct the amount of pending debit card authorizations from your available Account balance for certain merchants that frequently request authorization for amounts in excess of the likely transaction amount, including hotels and resorts, airlines and cruise lines, car rental companies, and automated gas pumps (pay at the pump).

c) We then post /deduct items to your Account by category, in the following order:

   i) Outgoing wire transfers, deposit return chargebacks, and debit adjustments to your available Account balance;

   ii) Overdraft fees and deposit return fees;

   iii) All other Account fees (except as described in (iv) below), and all other items including checks, ATM transactions, ACH debits, in-store withdrawals, electronic transfers and debit card transactions; and

   iv) Fees assessed at the end of the statement cycle including, for example but not limited to monthly maintenance fees.

   For Checking accounts and Money Market accounts with check access, within categories i, ii, and iii, we post items in order from highest to lowest.

   For Savings Accounts, Money Markets with no check access and CD Accounts, within categories i, ii, and iii, we post items in order from lowest to highest.

We do not process transactions in the order in which they occur. The order in which items are processed may affect the total amount of overdraft fees incurred. Overdraft fees may be assessed on items presented for payment that bring your Account into a negative available balance, as well as any subsequent transactions presented for payment while the Account has a negative available balance. Overdraft fees are not charged on "pending" authorizations, although they reduce your available balance.

We may from time to time change the order in which we accept, pay or charge items to your Account even if (a) paying a particular item results in an insufficient available balance in your Account to pay one or more other items that otherwise could have been paid out of your Account; or (b) using a particular order results in the payment of fewer items or the imposition of additional fees. If we do change our processing order for checks and other items presented for payment from your Account, we will provide advance notice of the change.

Additional Details Regarding your Available Account Balance:

Your available Account balance is our most recent record of the amount of money available in your account for your use or withdrawal. Except as otherwise set forth below, your available Account balance is reduced by any "pending" debit card transactions (purchases or ATM withdrawals), and includes any deposited funds that may have been made available to you pursuant to our Funds Availability Policy.

Your available Account balance may change during the course of a day as transactions occur. The available Account balance provided to you by the Bank may not include all of your transactions, such as checks you have written that have not yet cleared or upcoming automatic payments.

You agree that it is your responsibility to keep track of your transactions as you make them in order to avoid overdrafts and fees.

Your monthly account statement does not report pending transactions affecting your account on any given day; as a result, the daily balances reported in your statement may not reflect your available Account balance(s) occurring on that day.

Additional details regarding pending transactions for all Accounts:

When you use a debit card, ATM card, or other electronic means to make withdrawals, we may receive notice of the transaction before it is actually presented to us for payment. That notice may be in the form of a merchant authorization request or other electronic inquiry. Upon receipt of such notice, we treat the transaction as "pending" at the time we receive notice, and subject to certain exceptions, we deduct the amount of the pending transactions from your available Account balance to determine the amount available to pay other items presented against your Account. The amount of a pending transaction may not be equal to the amount of the actual transaction that is subsequently presented for payment and posted to your Account. If a pending transaction is not presented for payment within three (3) Business Days after we receive notice of the transaction, we will release the amount of the pending transaction. We do not deduct the amount of pending debit card transactions from your available Account balance for certain categories of merchants that frequently request authorization for amounts in excess of the likely transaction amount, including hotels and resorts, airlines and cruise lines, car rental companies, and automated gas pumps (pay at the pump).

Additional details regarding our processing order of items for all Accounts:

The order in which items are processed may affect the total amount of overdraft fees incurred. See "Overdrafts" below, as well as the Business Fee Schedule, for more information. We may from time to time change the order in which we accept, pay or charge items to your Account even if (a) paying a particular item results in an insufficient available balance in your Account to pay one or more other items that otherwise could have been paid out of your Account; or (b) using a particular order results in the payment of fewer items or the imposition of additional overdraft fees. If we do change our processing order for checks and other items presented for payment from your Account, we will provide advance notice of the change. Please call 1-888-751-9000 for additional information about our processing order.

Overdrafts

An overdraft occurs when your available Account balance is not sufficient to cover a transaction, but we pay it anyway. We use your available Account balance to determine whether you have enough money in your account to pay an item when it is presented for payment. If your available Account balance is insufficient to pay an item when it is processed and posted in the order set forth above (see Processing Order section), we may, in our sole discretion, pay the item (creating an overdraft) or return the item unpaid. Items returned unpaid may be re-presented to us for payment, and we may, in our sole discretion, pay the re-presented item (creating an overdraft). Overdrafts may include, but are not limited to, advances to cover a check, in-person withdrawal, ATM withdrawal, debit card point-of sale transaction, withdrawal by other electronic means from your Account, or preauthorized payments. A preauthorized payment may include automatic bill payments, Online and Mobile Banking transfers and payments made through Bill Pay, recurring debit card transactions, telephone transfers, Store payments, transfers and withdrawals, or external transfers to other institutions and payments to other people.

We may charge you an overdraft fee if we pay an item that exceeds your available Account balance. The dollar amount of our overdraft fees is set forth in our Business Fee Schedule. If you overdraw your account, you must immediately pay all fees, overdrafts and other amounts you owe us. These amounts may be paid out of any subsequent deposit to your account.

We will not charge more than five (5) overdraft fees on any one business day (other than for Accounts with Account Analysis billing, for which this limitation does not apply).

For Checking Accounts and Money Market Accounts with check access:

You will not be charged an overdraft fee for items that overdraw your available Account balance by $50 or less when presented for payment (see Processing Order section).

Pending debit card transactions reduce your available Account balance to pay other items (see Processing Order section). If other items are presented for payment that exceed the available Account balance (as reduced by the pending transaction(s)), you may incur an overdraft fee. Please read our Funds Availability Policy for a detailed discussion of how and when we make funds available to you. If you withdraw funds before they become available, you may incur an overdraft fee.

You agree to pay us, when we ask you, all of our costs of collecting an overdraft, to the fullest extent permitted by applicable law. These costs include, but are not limited to, our legal fees and expenses. If more than one of you owns an Account, each of you will be responsible for paying us the entire amount of all overdrafts and obligations resulting from the overdrafts.

The Bank is not obligated to pay any item that exceeds your available Account balance and may cease paying overdrafts at any time without prior notice of reason or cause. It may be a crime to intentionally withdraw funds from an Account when there are not enough funds in the Account to cover the withdrawal or when the funds are not yet available for withdrawal.

Overdraft Grace

Eligible Checking Accounts and Money Market Accounts with check access include Overdraft Grace. Overdraft Grace affords you additional time to bring your available Account balance to $0 or greater than $0 following an overdraft to receive an automatic refund of applicable overdraft fee(s).

Subject to the below, with Overdraft Grace, if you overdraw your Account by more than $50 but make sufficient deposits to bring your available Account balance back to $0 or greater than $0 by 11 PM Eastern Time (ET) on the next Business Day following the day on which the item(s) that overdrew your Account posted to your Account (the "Overdraft Grace Period"), we will refund the overdraft fee(s) that were assessed to your Account for those item(s). For example, if an item was presented to us for payment on Monday, and it overdrew your available Account balance, you will have until 11 PM ET on the next Business Day (Tuesday) to bring your available Account balance back to $0 or greater than $0 to receive an automatic refund of overdraft fees assessed for this item. All deposits are subject to our Funds Availability Policy.

Depending on the type of deposit(s) and/or the time of deposit(s), some or all of your deposit(s) may not be available before the Overdraft Grace Period expires. For example, if you make a $500 check deposit and only $100 becomes available within the Overdraft Grace Period, that deposit may not be sufficient to bring your available Account balance back to $0 or greater than $0 within the Overdraft Grace Period. For additional information on when funds become available, please refer to the Processing Order and Funds Availability Policy sections of this Agreement.

With Overdraft Grace, if you do not make sufficient deposits to bring your available Account balance back to $0 or greater than $0 within the Overdraft Grace Period, then we will not refund overdraft fee(s) for those item(s).

If you further reduce your available Account balance during the Overdraft Grace Period through additional debits from your Account (including pending debit card transactions), this will increase the deposit amount needed to bring your available Account balance to $0 or greater than $0 within the Overdraft Grace Period to receive an overdraft fee refund. For example, if you overdraw your account by

$100 on Monday and make a deposit of $150 on Tuesday to bring your available Account balance greater than $0, but on Tuesday, you make a $100 debit card transaction, you will need to deposit an additional $50 by 11 PM ET on Tuesday to receive an overdraft fee refund for the item(s) that overdrew your Account on Monday.

If a deposit is received and later returned, we may assess or reassess an overdraft fee that was refunded. By way of example, we may provide provisional or final credit for an item that is deposited or credited to your Account and later returned or debited from your Account pursuant to an adjustment, levy, returned item, court order, court proceedings, seizure warrant, request from law enforcement or request from another financial institution may not prevent the assessment of an overdraft fee. Such an item, notwithstanding the provisional or final credit, may not be an eligible deposit.

While Overdraft Grace affords you additional time to receive automatic refunds for overdraft fees, it does not prevent other actions on your Account, including but not limited to Account closure. Additionally, Overdraft Grace will not prevent reporting to regulatory or administrative agencies that may be required by federal, state or other law for certain types of accounts, including but not limited to real estate escrow and attorney trust accounts.

Overdraft Grace is not available for Accounts with Account Analysis billing and may not be available for Accounts in a suspended or frozen status or on hold, or Accounts that are subject to court proceedings, court order, seizure warrant, forfeiture, restraining notice, levy, garnishment or a request from law enforcement, state or federal agencies or other financial institutions.

We May Refuse to Pay a Check or Other Item Which:

a) is illegible;

b) is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy) or which would, if paid, create an overdraft;

c) bears a duplicate check number;

d) we believe has been altered;

e) we believe is otherwise not properly payable; or

f) we believe does not bear an authorized signature..

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "Not Valid For More Than $1000," "Void If Not Negotiated Within 30 Days of Issuance," and the like.

Postdated Items

You agree that when you write a check you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may either pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the day we pay the check. You further agree that we are not responsible for any loss to you in doing so.

Pre-authorized Drafts

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, as payment for goods and services, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

Power of Attorney

We may, in our sole discretion (unless we are required by law to recognize a statutory form of power of attorney), recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your Account, until and unless we receive written notice or we have actual notice of the revocation of such power of attorney. However, you must show us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to the Bank. We will not be liable for damages or penalty by reason of any payment made to or at the direction of a person holding a power of attorney.

Third Party Armored Carriers

If you or we arrange and/or pay for an armored carrier or similar service ("Armored Carrier") to collect deposits from you and deliver the deposits to us for processing, you acknowledge and agree that (i) we do not own or control the Armored Carrier or its employees or facilities; (ii) the Armored Carrier retains discretion to determine what customers and geographic areas it will serve and maintains the ultimate responsibility for scheduling, movement and routing; (iii) the Armored Carrier acts as your exclusive agent when items are in transit and is responsible for the items including their contents during transit; and (iv) the Armored Carrier is responsible for maintaining adequate insurance covering theft, employee fidelity and other in-transit losses. The items transported by the Armored Carrier are considered deposited only when actually received and verified by us and credited to your Account.

Adverse Claims; Disputes; Restricting Your Account; Legal Process and Interpleader

We need not honor any claim against or involving an Account unless we are required to do so by order of a court or government agency that has jurisdiction over us, or pursuant to applicable law. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

However, if we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, or we detect or suspect any irregular, fraudulent, unlawful or other unauthorized activity relating to your Accounts, in our sole discretion, we may place a hold on or set aside any funds in the Accounts, delay or suspend transactions or otherwise restrict any such Accounts, whether held in the name of a single depositor only, or a joint Account, until a final determination of the claim, dispute, proceeding or nature of the activity has been made to our satisfaction. If we are notified of a claim or dispute, or potentially fraudulent or unlawful activity, we do not have to decide if the dispute or allegation has merit before we take further action. We may take these actions without any liability and without advance notice, unless required by law.

You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our Stores or offices, we may comply with it, even if it is received electronically or at a location other than where your Account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document appears to affect the interest of only one owner of a joint Account. In such case, we may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

You agree that we are entitled to a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation our reasonable attorneys' fees, in connection with any such document or legal process, from your Account or any other Account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, attachment or other levy against your Account shall be subject to our right of set-off and security interest.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or in response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

You agree to indemnify us against all losses, costs, reasonable attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, reasonable attorneys' fees, or other costs we may incur in collecting the amount from you. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

Limited Liability

UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW OR THIS AGREEMENT, THE BANK'S LIABILITY IS LIMITED AS FOLLOWS: THE BANK WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM OUR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT UNLESS WE HAVE ACTED WITH GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH. WITHOUT LIMITING THE ABOVE, THE BANK WILL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF BANKING AUTHORITIES, NATIONAL EMERGENCIES, ACTS OF GOD, FAILURE OF TRANSPORTATION, COMMUNICATION OR POWER SUPPLY, OR MALFUNCTION OF OR UNAVOIDABLE DIFFICULTIES WITH THE BANK'S EQUIPMENT. SHOULD A COURT ESTABLISH THE BANK'S LIABILITY TO YOU PURSUANT TO WHAT WAS DONE OR NOT DONE UNDER THIS AGREEMENT, YOU MAY RECOVER FROM THE BANK ONLY YOUR ACTUAL DAMAGES, IN AN AMOUNT NOT TO EXCEED THE GREATER OF (I) THE AMOUNT OF THE TRANSACTION(S) TO WHICH THE ERROR, OMISSION OR OTHER DISCREPANCY RELATES, OR (II) THE TOTAL FEES AND CHARGES PAID BY YOU TO THE BANK PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM THE BANK INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR LOST PROFITS WHETHER OR NOT IT HAS NOTICE THEREOF.

Facsimile Signatures

If we allow you to use a facsimile signature, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any item is authentic or has been authorized by you. If your items are signed using a facsimile signature, you acknowledge that it is solely for your benefit and convenience. You authorize us to accept the facsimile signature of any Authorized Signer which you designate in writing from time to time (by corporate resolution or otherwise) on any check, draft, or other order drawn on us, or any other document and we may debit any of your Accounts in the amount of each payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. We will not be liable, and you will assume all liability, for any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury which you may incur or that may be asserted against you or us in connection with the authorized or unauthorized use or reproduction by any person or entity, including, but not limited to, court costs and reasonable attorneys' fees, relating to or arising out of (i) any use, misuse and/ or reproduction, whether or not authorized, by any person of any actual or purported facsimile signature of any Authorized Signer on any check, draft or other such order drawn on us or any other document, and (ii) any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You will indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury which we may incur or suffer or which may be asserted by any person with respect to any use or misuse of an actual or purported facsimile signature of any Authorized Signer on any check, draft or other order drawn on us or on any other document, or any payment which we make in reliance upon any such facsimile signature and/ or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

Indemnity

a) **In General.** You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury that we may incur or that may be asserted by any person or entity against us, including, but not limited to, court costs and reasonable attorneys' fees arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Agreement, or your Account, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other commercial or business purpose agreement which you enter into with us; or (ii) us in reliance upon any resolution, certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information, instructions or order which you provide to us. For purposes of clarification and the avoidance of doubt, this indemnification (and any other indemnification provision in this Agreement) does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Agreement or applicable law. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

b) **Your Instructions to Us.** Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us against all losses, costs, reasonable attorneys' fees and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

If You Owe Us Money

If you withdraw funds from your Account which you do not have a right to withdraw, including the amount of a check or other item which we later charge back to your Account or any amounts that may be credited to your Account in error, or you overdraw your Account for any reason, you must pay us back immediately. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges, or any other obligation under the Agreement, in connection with your Account and you do not pay us.

Security Interest

You grant to us a security interest in your deposit Accounts to secure any debt you owe to us (either now or in the future). Debts include, but are not limited to, any amount by which any of your Accounts may from time to time be overdrawn, interest accrued thereon, and any collection costs or other costs due in connection therewith. The foregoing grant of a security interest will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

Right of Set-Off

We reserve the right to withdraw at any time some or all of the funds that may now or later be on deposit in any or all of your Accounts and apply them to the payment of any debts (other than amounts you may owe us on a personal credit card account with us) you may now or later owe us. We have this right even if the Account(s) we withdraw money from is a joint Account and the debt we apply it to is owed by only one of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. Our rights under this section are in addition to any right of set-off we may have under applicable law.

We also have the right to place a hold on funds in your Account if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account.

The foregoing right of set-off will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

Accounts with Zero Balance
We may consider any Account (excluding CDs) having a zero balance for forty-five (45) Calendar Days to be closed by you.

Abandoned Accounts
If your Account is considered to be abandoned under applicable law because you have not used or acknowledged your Account for a time period directed by law, we must turn over the funds in your Account to the appropriate governmental authority. We may give notices as required by law before we do this. You may try to reclaim funds turned over to the governmental authority to the extent permitted by applicable law.

Banking Practices
In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices and applicable laws in the area we serve.

Severability
If any provision of this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and the invalid provision shall be reformed in order to preserve the original intent of this Agreement to the fullest extent feasible. However, if such reformation is not feasible, this Agreement will be interpreted as if the invalid provision had not been placed in this Agreement.

Jury Trial Waiver
YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

Fraud Detection/Deterrence

The Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, the Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against your Account. Failure to use such products or services could substantially increase the likelihood of fraud. **You agree that if, after being informed by us or after we otherwise make information about such products or services available to you consistent with this Agreement, you decline or fail to implement and use any of these products or services, or fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and the Bank will not be required to re-credit your Account or otherwise have any liability for paying such items.**

Preventing Misuse of Your Account
You agree to take reasonable steps to ensure that you have adequate internal procedures to secure your Accounts and items drawn on your Accounts or deposited to them. To help prevent embezzlement and protect your business assets in particular, we recommend that you:

- Assign responsibilities for your Account(s) to multiple individuals – e.g., those who reconcile statements for your Account(s) should be different from those who issue items drawn on your Account(s);
- Reconcile statements for your Account(s) when received and notify us immediately of any problem;
- Contact us immediately if you do not receive the statement for your Account(s) when you would normally expect to;
- Watch for paper checks / items that are cashed out of sequence or made out to cash, as they are classic red flags for embezzlement;
- Secure your supply of paper checks / items at all times, as stolen paper items are a common method of embezzlement;
- Periodically reassign accounting duties such as reconciling your Account(s) or making a deposit;
- Review transaction activity on your Account(s) for unexpected fluctuations – for example, compare the percentage of cash deposits to total deposit size, as most businesses will maintain a constant average, and a large fluctuation may indicate embezzlement;
- Destroy any paper checks / items that you do not intend to use;
- Use tamper-resistant paper checks / items at all times;
- Notify us immediately when an Authorized Signer's authority ends so that their name can be removed from all signature cards and their online access can be terminated;
- Notify us immediately when a Cardholder is no longer authorized to use a Visa Debit Card so it can be cancelled;
- Do not sign blank paper checks / items; and
- Obtain business insurance for these risks.

Miscellaneous

a) **Closing Accounts:** You may close your Account at any time except as stated below. The Bank reserves the right to refuse to open any Account and, except as otherwise agreed in writing by the Bank in its sole discretion, to close any Account at any time, and for any reason or no reason, including without limitation any breach by you of this Agreement, without notice to you (unless notice is required under applicable law). We are not required to close your Account at your request if you have pending transactions, the Account is overdrawn, or your Account is subject to legal process, such as a garnishment or levy, or any type of hold, but we may limit the types of transactions that you can make until pending transactions are finalized, the balance is no longer negative and any legal restriction or hold has been released. If we close your Account with a positive balance, we will send you a check for your final balance, minus service fees or other amounts owing to us. We reserve the right to reopen your Account for purposes of completing a transaction or operational necessity, but we will notify you if the Account is not promptly closed thereafter. We will have no liability for refusing to honor any item or process a transaction on a closed Account. This Agreement survives the closing of your Account.

b) **Our Right to Delay Enforcement:** We can choose to not enforce or delay in enforcing any provisions of this Agreement without losing the right to enforce them in the future.

c) **Items in the Mail:** We are not responsible for any items you mail to us that are lost in transit. Therefore, you may not wish to place currency or coupons in the mail.

d) **Notice of Address Changes:** You must notify us in writing, by phone or at any of our banking offices, of any change of address. Any communication we send to you at the last address as shown on our records will be binding on you for all purposes. You agree we may change your address on our records based on information provided by the United States Postal Service without notice to you.

e) **Assignment:** You will not transfer, assign or pledge your Account(s) to any third party, and we will not recognize any such attempted assignment or pledge, without our prior written consent to be given or refused at our sole discretion.

f) **Account Mailings:** From time to time, the Bank may enclose advertising or promotional materials with any periodic statement that is mailed or otherwise made available to you with respect to your Account(s). These materials may include, without limitation, information regarding new, modified or discontinued products or services, as well as sweepstakes or other contests sponsored by the Bank. By opening and maintaining an Account with the Bank, you consent to the mailing and receipt of these advertising or promotional materials with your periodic statement.

g) **Representations and Warranties:** By establishing and maintaining an Account with us, you represent and warrant to us as follows for the duration of your Account relationship: This Agreement represents your valid and binding obligation and is enforceable in accordance with its terms. This Agreement represents the entire Agreement between you and us regarding your Account(s) and supersedes any and all prior discussions or agreements between you and us regarding your Account(s). Your performance of this Agreement does not violate your corporate or other governing documents, or any agreement or instrument to which you are a party, or any law or regulation applicable to you.

h) **Amendments:** We may change the terms of this Agreement or change the terms of your Account at any time, except as otherwise agreed in writing by the Bank in its sole discretion. We will ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we do provide you with notice of changes, we may do so by any means we consider appropriate, unless applicable law requires notice by a specific means. In some cases, we will mail the notice to you at the address we currently show for your statement or we may provide it to you electronically. Otherwise, we may post a notice of a change in our Stores or banking offices or on our website, or as a message on your statement, or as an insert with your statement. Your continued use of the Account following the effective date of any such change indicates your consent to be bound by this Agreement, as amended. If you would like a copy of a current Agreement or have questions, please ask any Bank representative or call us a **1-888-751-9000** or you may download a copy at **tdbank.com/BDAA**.

i) **Governing Law:** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, if you opened your Account in person in a Store (or branch) by the law of the jurisdiction in which the Store (or branch) where you opened your Account is located, or if you are a government or other public entity, by the laws of the jurisdiction pursuant to which you were incorporated or otherwise organized. However, if you opened account(s) remotely (including via phone or internet), then this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, if you are an existing account holder, by the same law as your existing Account, or otherwise by the law of the jurisdiction of your business address at the time you opened your Account remotely.

j) **Bonus and Promotions:** From time to time, we may offer cash, rate or TD Bank Gift Card bonuses for opening or maintaining a business deposit account and meeting specific criteria. Once the offer criteria are met, the bonus will be credited to the new account or otherwise according to the terms of the offer. The account must remain open, active, in good standing, and in a qualifying product type to receive the bonus. If the account is closed by the Customer or TD Bank within 6 months after opening, we reserve the right to deduct the bonus amount at account closing. We may issue you an IRS Form 1099-MISC or other appropriate forms reporting the value of the bonus. Offers may be withdrawn at any time and are subject to change without notice. Customer relationships are defined by Tax Identification Number (TIN). Checking offers are not available to existing TD Bank Business Checking customers (defined by TIN), prior customers who have had TD Bank Business Checking within the preceding 12 months or customers who received a bonus on a previous checking account at any time. Savings offers are not available to existing TD Bank Savings or Money Market customers, prior customers who have had a TD Bank Business Savings or Money Market account within the preceding 12 months, or customers who received a bonus on a previous Business Savings Account at any time. TD Bank employees and Canadian cross-border banking customers are not eligible.

Funds Transfers

a) **Scope of Terms and Conditions:** The terms and conditions of this section apply to funds transfers, as defined in Article 4A of the Uniform Commercial Code ("Article 4A") as adopted by the state whose law applies to you or your Accounts and Subpart (B) of Regulation J of the Board of Governors of the Federal Reserve System, and which may include automated clearing house ("ACH") TCH RTP transfers, and wire transfers (hereinafter "Funds Transfer(s)"), that are made from business or non-consumer accounts. These terms and conditions do not apply to any funds transfers covered by the federal Electronic Fund Transfer Act and implementing regulation issued by the Consumer Financial Protection Bureau. Terms defined by Article 4A are used in this Agreement as so defined in Article 4A. If you have a separate agreement with us for Funds Transfer services involving, by way of example only, the Bank's cash management services, the provisions of this section supplement that agreement to the extent these provisions are not inconsistent with the specific agreement. Nothing in this Agreement shall be considered to require us to make any Funds Transfers requested by you.

b) Execution of Transfer: We may execute the Funds Transfer by any means we deem suitable for the transmission of funds. Regardless of the method of transfer we choose, we will be acting only as your agent and, in executing the Funds Transfer, may make use of any correspondents, agents or sub-agents and any routes for the forwarding of funds to the beneficiary at the address you provide. We may, in our sole discretion, decline to process any Funds Transfer without cause and without prior notice. If we decline to process a Funds Transfer, we may notify you by any means, including orally, by email or in writing. We will not process Funds Transfers with incomplete required information fields.

c) Describing the Beneficiary's Bank and the Intermediary Bank: You agree that your Funds Transfer may be executed in accordance with Article 4A. If you ask us to make a Funds Transfer from your Account to the beneficiary's account, you must identify the beneficiary, the beneficiary's bank, and the intermediary bank, if any, to which you want the Funds Transfer to be sent, by name and by an identification number. If you fail to provide us with an intermediary bank, you hereby direct us on your behalf, to select an intermediary bank. You acknowledge that under Article 4A, we are entitled to rely upon each identification number which you provide to us, as the proper identification of each person and bank, as applicable, even if it identifies a person or bank different from the named person or bank. We will not be responsible for the amount of a Funds Transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary. In addition, the beneficiary's bank may make payment to the beneficiary based on the identification number, even if it identifies a person different from the named beneficiary. If we are named as a beneficiary's bank, we will pay a Funds Transfer to the person identified by an identification number, even if it identifies a person different from the named beneficiary.

d) No Special Notice of Receipt of Funds: If you are the beneficiary of a Funds Transfer, you agree that we are not obligated to give you a separate notice that we have received the Funds Transfer. However, if you normally receive or have electronic (e.g., online banking) access to a periodic statement for the Account to which we credited the Funds Transfer, you acknowledge and agree that the Funds Transfer will be reflected on the periodic statement that includes the date on which we credited the Funds Transfer to your Account. While we generally do not provide separate notices, we may do on occasion. If you request us to provide a separate notice and we agree to do so, we reserve the right to impose a fee, as disclosed on the Business Fee Schedule.

e) Security Procedures: Funds Transfers will be made according to our approved transmission methods and associated security procedure ("Security Procedure"). The Security Procedure is intended to verify that an order is authorized, but it is not intended to detect errors. The Security Procedure we will use may include but is not limited to: 1) your completion of a form(s) or other documentation of the request; 2) positive ID and verification of account information and signature with Bank records if the request is made in person; and 3) verification of account information and callback to a telephone number you have previously provided to us if the request is made by phone and we agree, in our sole discretion, to process that request. The Security Procedure will also apply to any amendment or cancellation of a Funds Transfer. You agree that the Security Procedure is commercially reasonable and that a Funds Transfer or payment order, verified by the Security Procedure, is effective as your order, whether or not the order is in fact authorized by you.

f) Funds Transfers Made Without a Security Procedure: If we agree to make a Funds Transfer for you without a security procedure, you will be bound by such Funds Transfer to the fullest extent allowed by applicable law.

g) Cut-Off Time(s): All Funds Transfer requests are subject to cut-off time(s) for processing such requests that we establish from time to time. Cut-off times may vary depending on the particular TD Bank Store or office and the type of Funds Transfer involved. We may treat Funds Transfer requests received after a cut-off time as if received the next Business Day based on our operational hours. We will tell you our cut-off times upon request.

h) No Warranty: We do not warrant that the funds will reach the beneficiary, or that the funds will reach the beneficiary at or by any particular time. We cannot warrant or guarantee in any way, nor do we assume any liability as to the length of time necessary to complete, your Funds Transfers to locations outside the U.S., and you assume all risks associated with such a Funds Transfer. We are excused from delays or failure to exercise the Funds Transfer to the extent that the delay or failure results from a cause beyond our reasonable control.

i) Foreign Transfer Payment: If a Funds Transfer is made to a beneficiary in a foreign country, you acknowledge that the beneficiary's bank may elect to pay the beneficiary in currency other than what was sent at any exchange rate determined by the beneficiary's bank. You agree to bear all risk of loss due to fluctuation in exchange rates. Wire transfers in a foreign currency will be converted at our rate of exchange on the day the transaction completed and we may earn revenue on this exchange. A Funds Transfer-beneficiary who arranges with our paying correspondent, agent or sub-agent to obtain payment in some other currency shall pay the charges. We are not responsible for any handling fees that foreign and/ or domestic banks may charge. If your Funds Transfer is returned for any reason, you agree to accept the return in U.S. dollars in the amount of foreign money credited, based on the then-current buying rate of the bank converting the currency to U.S. dollars on the date of the refund, less any charges or expenses we incur and any fees charged by any intermediary institutions handling the Funds Transfer.

j) Refund: If the beneficiary's bank does not pay the beneficiary specified in the Funds Transfer order, a refund will be made only after we have received confirmation of the effective cancellation of the Funds Transfer order and we are in free possession of the funds debited or earmarked in connection with the Funds Transfer order. Any refund will be made for either (i) the face amount of the Funds Transfer (less our fees and expenses, and expenses of our correspondents, agents or sub-agents) or (ii) the amount actually received by us in settlement of the liability to us of our correspondent, agents or sub- agents, or foreign postal services, whichever is lower. As a condition of making refund, however, we shall have the option, for a Funds Transfer composed or partially composed of foreign currency, to make refund (i) in that foreign currency, or (ii) in U.S. Dollars at our buying rate on the date of refund to you. When the funds for payment of the Funds Transfer have been remitted abroad and have not been returned or otherwise made available to us, we shall not be obligated to make any refund on account of the Funds Transfer. We shall not be liable for a sum greater than the amount paid for the Funds Transfer, exclusive of commission, cable-charges, and other expenses.

k) Foreign Government Regulations: The Funds Transfer is subject to any and all applicable regulations and restrictions of foreign governments relating to foreign exchange transactions. We have no obligation to accept any Funds Transfer directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries.

l) You Must Tell Us About Funds Transfer Errors: We notify you about certain Funds Transfers by listing them on your Account statement. In some cases, we also may notify you electronically, in writing or by a report produced through one of our information reporting services. You must use ordinary care to determine whether each Funds Transfer has been authorized properly by you, and to discover any errors relating to Funds Transfers executed by us. You must tell us about an unauthorized Funds Transfer or any errors relating to a Funds Transfer no later than ten (10) Business Days after the date we send or make available a notice of Funds Transfer or a statement which shows your Account has been debited to pay for such Funds Transfer.

You can do this by visiting one of our TD Bank Stores or contacting your relationship manager.

If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment which you made, we will not pay interest to you on the amount refunded unless we are required to do so by applicable law.

m) Limited Liability: Any liability we may have under this Funds Transfers section for damages or losses you incur in connection with the Funds Transfer shall be limited to a refund to you of (i) the funds transferred (less any portion of the funds transferred which are received by you or applied for your benefit) and (ii) our charges relating to the Funds Transfer. Any rate of interest which we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the rate paid on the account from which the Funds Transfer should have occurred or to which the proceeds of the Funds Transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. Provided the Bank has complied with this Funds Transfers section, including without limitation the Security Procedure, you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you, and you agree to indemnify and hold the Bank harmless against any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses arising from or in connection with the funds transfer services provided by Bank under this Funds Transfers section. You agree that under no circumstances will the Bank be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs. The foregoing limited liability and indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

n) ACH Transactions: From time to time, originators that you authorize may send ACH credits or debits to your Account, including direct deposits. For each ACH transaction, you agree it is subject to the Nacha Rules or other funds transfer system rules as applicable, and that the following additional terms shall apply:

- Our payment of a Funds Transfer to your Account will be provisional until we receive final settlement or payment, and you agree that we may reverse our provisional credit, debit your Account and/or obtain reimbursement from you if we do not receive final settlement or payment or if the Funds Transfer must be returned for any reason under Nacha or other applicable payment system rules.
- A payment by the beneficiary's bank of a Funds 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 agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and you, as the originator of the payment, will not be considered to have paid the beneficiary.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to Nacha rules, ACH debit entries to your Account for electronic presentment or re-presentment of items written or authorized by you.
- You may place a stop payment order on a preauthorized ACH debit in accordance with the terms of Part IV of this Agreement.

Part II: Account Maintenance Information

This Part provides information about some but not all of the business deposit account products the Bank offers. Not all deposit account products described in this Part are available to all Customers, and therefore the information below may not apply to you. If you would like specific and/or additional information about the types of deposit account products we make available to you, including information about the fees and charges associated with those deposit account products, or would like to learn more about our business deposit account products and services generally, please contact any of our Stores or call us at **1-888-751-9000**.

Certificates of Deposit

Maturity: Our Standard Business CDs and our Business "No Catch" CDs will automatically renew to the same term at maturity. Government Banking CDs do not automatically renew at maturity.

At maturity, you will have ten (10) Calendar Days from the maturity date to withdraw the funds without being charged a penalty.

Early Withdrawal Penalty: No part of the principal may be withdrawn prior to maturity without the Bank's consent. No withdrawals will be permitted during the first seven (7) days of the CD term. If the Bank does allow an early withdrawal, the following penalties will apply:

CD Term	Penalty
7 - 89 days	All Interest with a minimum of 7 days' interest
90 days < 1 year	3 months' interest
1 year < 2 years	6 months' interest
2 years < 3 years	9 months' interest
3 years < 4 years	12 months' interest
4 years < 5 years	18 months' interest
5 years +	24 months' interest

TD Business No Catch CD: The minimum balance required to open a No Catch CD is $25,000. The Customer has the option of making one withdrawal during the term without penalty. Additional withdrawals will be subject to an early withdrawal penalty as described above.

Interest Computation: The interest rate will be effective until the maturity date. The daily balance method is used to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. Interest is credited and compounded monthly for all CDs.

Jumbo and Trust CDs: The minimum balance required to open a Jumbo CD is $50,000; there is no minimum requirement for a Trust CD. Interest rates are available in the Stores upon request. Rates are determined daily by our Investment Department. Interest is accrued using the simple interest method and does not compound. Depending on the term, interest is either paid at maturity or paid monthly to a TD Bank account with the same legal title. Jumbo and Trust CDs do not automatically renew at maturity. After the maturity date, the deposited funds will no longer earn interest. The Bank will not pay interest for Jumbo and Trust CDs once the CD has reached its maturity date, regardless of the circumstances.

TD Business Premier Checking and TD Business Convenience Checking Plus
The balance from a personal checking Account that you choose to link can be used to meet the minimum daily balance requirement on the following business checking Accounts: TD Business Premier Checking and TD Business Convenience Checking Plus Accounts. One (1) Authorized Signer on a TD Business Premier Checking Account and TD Business Convenience Checking Plus Account is eligible to link one (1) personal checking Account to be used to meet the minimum daily balance requirement on the linked business checking Account. Personal checking Account balances will not be used to fund overdrafts on the linked business checking Account. In order for personal checking Account balances to be used to meet the minimum daily balance requirement for the linked business checking Account, the owner of the linked personal checking Account must be an Authorized Signer on the linked business checking Account. All personal checking Account products are eligible to be used to meet the minimum daily balance requirement on the linked business checking Account except Health Savings Accounts, TD Simply Free Checking and TD Student Checking.

TD Business Premier Checking
TD Business Premier Checking allows Customers who are actively enrolled in TD Merchant Solutions to waive the monthly maintenance fee otherwise associated with TD Business Premier Checking. To be eligible, one or more TD Merchant Solutions transactions must be deposited into a TD Business Premier Checking Account or TD Business Simple Checking Account linked to a TD Business Premier Checking Account during the monthly statement cycle. Eligibility restrictions may apply to certain TD Merchant Solutions Customers.

TD Business Premier Checking also allows Customers who are actively enrolled in TD Digital Express Services to waive the monthly maintenance fee otherwise associated with TD Business Premier Checking. To be eligible, one or more TD Digital Express transactions must occur from the TD Business Premier Checking Account or TD Business Simple Checking Account linked to a TD Business Premier Checking Account during the monthly statement cycle. Additional fees may apply. Please check the fee schedule associated with TD Digital Express Services for details.

TD Business Premier Checking also allows Customers to use a TD Small Business Loan, under the same Tax Identification Number (TIN) as the primary TD Business Premier Checking Account, to waive the monthly maintenance fee otherwise associated with TD Business Premier Checking. TD Small Business Term Loans and Commercial Real Estate Mortgage Loans, as well as Small Business Lines of Credit for which you have received credit approval, are eligible and must be in good standing. Approved Small Business Lines of Credit must be in amounts greater than $9,999.99.

As an added benefit TD Business Premier Checking allows up to two (2) additional TD Business Simple Checking Accounts, with no monthly maintenance fee. The two additional checking Accounts must be under the same Tax Identification Number (TIN) as the primary TD Business Premier Checking Account.

The two additional Accounts may also be included in the combined balance for the primary TD Business Premier Checking Account. The two additional checking Accounts must not exceed 200 items in a statement cycle each as defined in the Business Schedule of Charges. The first time an Account exceeds the 200 items in a statement cycle you will receive a letter about the violation. The second time the Account exceeds 200 items in a statement cycle you will receive a notice that the monthly maintenance and per item fee waiver on the Account will be permanently removed.

TD Business Premier Checking account holders are also automatically eligible for a TD Small Business Premium Money Market Account with no monthly maintenance fee.

You must tell us what other Accounts and or services you want us to link to your TD Business Premier Checking for relationship pricing. We do not link your accounts unless you tell us to do so. Waivers expire when the TD Business Premier Checking Account is closed.

TD Business Convenience Checking Plus and TD Business Simple Checking

TD Business Convenience Checking Plus and TD Business Simple Checking may allow for the waiver of the monthly maintenance fee otherwise associated with TD Business Convenience Checking Plus and TD Business Simple Checking for non-profit organizations.

Combined Balance Service
With some checking Accounts, you can designate your checking Account as your primary checking Account and then link many of your other Accounts to it for pricing. When you link another Account for pricing, you can use the balances in the other Account to help you meet the combined balance required to avoid the monthly maintenance fee on your primary checking Account. The Business Schedule of Charges lists the required combined balance for each checking Account to which the service applies and the types of Accounts that can be linked for pricing.

You must tell us what other Accounts you want us to link to your checking Account for pricing. We do not link your other Accounts for pricing unless you tell us to do so.

Once you have selected which Accounts to be included in the combined balance, we will look at the end-of-Business- Day-balance of each selected Account and add them together to get the total combined daily balance. If your end- of-Business-Day-balance in one of the selected Accounts is negative, it will have a negative effect on the total combined daily balance to meet the minimum balance requirement.

You still need to meet the balance requirements, if applicable, in each linked Account to avoid the monthly maintenance fees on those Accounts.

When an existing Account is closed and a new Account is opened to replace the existing Account, we do not automatically link the new Account to your checking Account for pricing, even if the existing Account was linked.

You must tell us to link the new Account for pricing.

Some restrictions apply to what Accounts can be linked to your checking Account for pricing.

Part III: Funds Availability Policy

Your ability to withdraw funds you have deposited or received in your Account will be determined according to this policy. This disclosure applies to all Accounts, including Checking, Money Market, Savings, and Time/Certificate of Deposit Accounts.

The Bank's general policy is to make funds available to you no later than the first (1st) Business Day after the day we receive your deposit or transfer. Once funds are available in your Account, you can withdraw the funds in cash and/ or we will use the funds to pay for items presented against your Account.

Determining the Availability of Funds Deposited or Received in your Account

a) Timing: To determine the availability of your deposits or transfers received, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit or receive a transfer on a non-Business Day, we will consider the deposit or transfer to be made on the next Business Day.

b) Deposits in TD Bank Stores: If you make a deposit with a Store employee before 8:00 p.m. EST on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 8:00 p.m. EST or on a Saturday, Sunday, or federal holiday, we will consider that the deposit was made on the next Business Day.

c) Deposit by Mail: If you mail funds to us, the funds are considered deposited on the Business Day we receive them.

d) Deposits by ATM: If you make a deposit at a Bank ATM before 8:00 p.m. EST on a Business Day, we will consider that day to be the day of your deposit. If you make a deposit at a Bank ATM after 8:00 p.m. EST or on a Saturday, Sunday, or federal holiday, we will consider the deposit made on the next Business Day.

e) Deposits by Mobile App: If you make a deposit through TD Bank Mobile Deposit before 8:00 p.m. EST on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit through TD Bank Mobile Deposit after 8:00 p.m. EST or on a Saturday, Sunday, or federal holiday, we will consider the deposit made on the next Business Day.

f) Deposits by Night Depository or Store Lockbox: Funds deposited in a night depository or Store lockbox are considered deposited on the next Business Day the Bank or Store lockbox is open.

g) ACH Transfers: For same-day ACH credit transfers, funds will be credited and available on the Business Day we receive the transaction. For future dated ACH credit transfers coded as direct deposits, we may credit and make the funds available if received before 10:30 pm on a Business Day subject to the terms of TD Early Pay. Otherwise, we will credit and make funds from future dated ACH credit transfers available by the stated value date.

h) TCH RTP Transfers: Funds will be credited and made available on the Business Day we receive the transaction if received before 10:30 p.m. EST on a Business Day. Otherwise, we will credit and make the funds available on the following Business Day.

i) Wires: Funds will be credited and available on the Business Day we receive the transaction.

j) TD Internal Transfers: Transfers from other Accounts at TD Bank made before 11:00 p.m. EST on a Business Day will be credited and made available the same day. Otherwise, transfers from other Accounts at TD Bank made after 11:00 p.m. EST or on a Saturday, Sunday, or federal holiday may temporarily increase your balance but will be considered received on the next Business Day.

k) Zelle®: Funds will be credited and available on the day we receive the transaction if received before 10:30 p.m. EST on a Business Day. Funds received via Zelle after 10:30 p.m. EST or on a Saturday, Sunday, or federal holiday may temporarily increase your available balance but will be considered received on the next Business Day.

Please note that the Funds Availability may vary depending on how long your Account has been opened, the type, method and circumstances of a deposit as explained below:

Standard Funds Availability

Funds from the following sources are available on the same day they are deposited or received and are subject to the cutoff times outlined above:

a) Cash deposits;

b) Funds received by an electronic payment (including same-day ACH credits, TCH RTP, internal transfers, and Zelle®);

c) Wire transfers;

d) $100 for daily check deposits made at the Bank's teller station;

e) $100 for daily check deposits made at the Bank's ATM.

Funds in excess of $100 from check deposits are generally available the business day following the date of deposit. Longer delays may apply as outlined below.

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.

a) Funds from in-Store cash deposits, electronic direct deposits, TCH RTP transfers and wire transfers to your Account will be available on the day we receive the deposit. Please note for new Accounts, it may take up to three (3) business days for us to be able to receive and credit a TCH RTP transfer to your Account. This may result in us rejecting TCH RTP transfers for new Accounts.

b) Funds from 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 (1st) Business Day after the day of your deposit. The excess over $6,725 may be held for up to seven (7) Business Days from date of deposit.

c) For all other check types not specified in section b, the first $100 of your daily in-Store and Bank ATM check deposits will be available to you on the day we receive the deposit.

d) An additional $175 of your daily in-Store and Bank ATM check deposits will be available the Business Day following the date of deposit and the remaining funds will be available on the third (3rd) Business Day from the date of deposit.

Longer delays may apply as outlined below.

Longer Delays may Apply

In some cases, we will not make all the funds that you deposit by check available at the times shown in this Policy.

Depending on the type of check you deposit, funds may not be available until the second (2nd) Business Day after the day of your deposit. The first $275 of your deposit, however, will be available no later than the first (1st) Business Day after the day of your deposit.

In addition, funds deposited by check may be delayed for a longer period under the following circumstances:

a) You deposit checks totaling more than $6,725 within the same business day

b) We believe a check you deposited will not be paid;

c) You re-deposit a check that has been returned unpaid;

d) You have overdrawn your Account repeatedly, or would have overdrawn your Account if checks had been honored in the last six (6) months;

e) There is an emergency, such as failure of communications or computer equipment. (Note: The first $275 will be made available no later than the first (1st) Business Day after the day of your deposit).

We will notify you if we delay your ability to withdraw funds for any of these reasons. If we are not going to make all of the funds after your deposit available on the first (1st) Business Day, we may notify you at the time of your deposit. We will mail you a notice by the day after we receive your deposit, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) Business Day after the date of your deposit. If you will need the funds after a deposit right away, you should ask us when the funds will be available.

TD FastFunds
TD's FastFunds is a service which will enable expedited funds availability in exchange for a fee. Please see the Business Fee Schedule for applicable fees. Deposits eligible for and subject to FastFunds may be available at the time of deposit and credited to your account first before any other items, such as deposits and withdrawals made the same day.

TD Early Pay
Certain types of ACH credit transfers coded as direct deposits, such as for payroll or benefits payments, may in our sole discretion be credited to your Account and funds made available up to two business days earlier than the stated value date. If we make funds from a direct deposit available to you prior to the stated value date but we are unable to collect part or all of the funds, you will be liable to repay us the funds we made available to you. In this situation, you agree that we may debit your Account to recover the funds without prior notice to you, even if the debit transaction overdraws your Account. In the event of an overdraft, you agree to pay any applicable overdraft fee. We may discontinue this practice at any time without notice to you.

Holds on Other Funds
If we accept for deposit or we cash a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, 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 in accordance with the time periods that are described in this policy.

Non-U.S. Financial Institutions
We reserve the right to send any checks drawn on a foreign financial institution (including Canadian financial institutions) for collection. For each item sent, we will assess a collection charge plus any collection fees charged to us by other financial institutions which process the item as listed in our most recent Business Fee Schedule. While the funds represented by checks that are sent for collection are generally available within thirty (30) Calendar Days or subject to payment by the Drawee bank, items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate that is in effect on the date when we credit the funds to your Account and not when the deposit is made. If we do not enter any item (Canadian only) for collection, the funds will be available no later than the third (3rd) Business Day after the day of deposit.

Checks or Other Items Returned Subsequent to Funds Being Made Available
If a check or other item you deposited to your Account is returned to us unpaid after the funds have been made available to you, the amount of the check or other item will be deducted from your Account. If there are insufficient funds in your Account, we reserve the right to demand payment directly from you and to charge you for the overdraft as posted in our most recent Business Fee Schedule.

Endorsements
Endorsements on items deposited to your Account are restricted, under federal law, to the first 1.5 inches of the back of the check. The remaining portion of the check is reserved for endorsements by banks. Your endorsement should contain your signature, the words "For Deposit Only," and your Account number. Improper endorsements may delay the check collection process and the subsequent crediting and availability of funds. While we may accept non-conforming endorsements, you agree to be responsible for any losses.

Part IV: Electronic Funds Transfers

Business Electronic Funds Transfers
The Electronic Funds Transfers ("EFT") we are capable of handling are indicated below. Some of these may not apply to your Account.

Visa Debit Card Issuance and Use
An Authorized Signer may request that the Bank issue up to five (5) Visa Debit Cards per Account, each bearing the name of an authorized employee, officer or agent ("Cardholder"). Use of your Visa® Debit Card may be restricted in certain countries due to security risks. For security purposes, your Card may be cancelled anytime without notice to you.

ACH Debits and Credits
You may make arrangements for ACH credits, including direct deposits, and ACH debits, including pre-authorized one-time or reoccurring payments, to be processed in your Checking, Savings or Money Market Accounts.

Electronic Check Conversion
Some point-of-sale terminals may provide you the option of initiating a one-time automatic debit from your Account by authorizing the merchant to obtain the necessary information from a check drawn on your Deposit Account. A check used in this way is treated as an EFT and is not a negotiable instrument in its own right. The check cannot be subsequently used and should be voided.

You may authorize a merchant or other payee to make a one time electronic payment from your Checking Account using information from your check to:

- Pay for purchases
- Pay bills

TD Internal Transfers via Telephone or Online Banking
You may make arrangements to make transfers between eligible Checking, Statement Savings or Statement Money Market Deposit Accounts through our telephone banking system or Online Banking, subject to the terms of the Online Banking Service Agreement.

Zelle® Payments Services
Zelle® requires an eligible Small Business checking or money market account enabled for ACH transactions. Your primary Online Banking user must have a U.S. address and a unique, active U.S. mobile phone number and email address. Message and data rates may apply, check with your wireless carrier. To send or receive money, both the sending and receiving parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience. Transactions between enrolled users typically occur in minutes. Payments and service fees, if any, will be automatically debited or credited to your account. Transaction limitations apply. TD Bank's standard daily and monthly limits for Zelle® are:

Delivery Option	Direction	Daily	Monthly
Up to 3 Business Days	Outbound	$3,000	$15,000
	Inbound (Request Money)	$100,000	$100,000
Within Minutes	Outbound	$1,500	$7,500

Outbound limits of the sender's financial institution may apply. Use of Zelle is subject to Zelle® Payment Services terms and conditions. Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Bill Pay
You may use this service to pay your bills subject to the terms of the Online Banking Service Agreement. Payments may be made in any amount from $1 to $75,000.

Personal Identification Number (PIN)
The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the Card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN(s) available to anyone.

ATM Transaction Types
You may access your Account(s) by ATM using your Visa® Debit Card and Personal Identification Number ("PIN") to:

a) Make deposits to Checking, Statement Savings and Statement Money Market Accounts at TD Bank ATMs;

b) Get cash withdrawals and/or transfer funds from and between Checking, Statement Savings and Statement Money Market Accounts linked to your Card;

c) Make envelope-free deposits at many TD Bank ATMs;

d) Get information about the Account balance(s) in the Checking, Statement Savings and/or Statement Money Market Account(s) linked to your Card.

Note: Some of these services may not be available at all terminals.

Visa Debit Card Transaction Types
For Checking accounts, in addition to the ATM transaction types listed above, with your Visa Debit Card, you may:

a) Pay for goods and services wherever Visa Debit Cards are accepted;

b) Get cash from a merchant, if the merchant permits, or from a participating financial institution;

c) Make deposits with a merchant, if the merchant permits.

Note: If a merchant receives authorization for a purchase, TD Bank cannot return that transaction unpaid even if your Account is not in good standing.

Standard Daily Limits (per Card)

	Visa® Debit Card
ATM Cash Withdrawals	$1,250
POS (PIN) Transactions	$2,000
Visa Signature Transactions	$5,000
AFT Visa Transactions*	$5,000
Visa Cash Advances	$5,000

* Account Funding Transactions (AFTs) are transactions where you use your Debit Card or Debit Card number to fund a digital wallet, brokerage, or other type of account.

Charges For Electronic Funds Transfers
We will impose a fee, as disclosed on the Business Fee Schedule, for Account transactions you conduct at an ATM that we do not own or operate. Such transactions are referred to as "non-TD" ATM transactions. Fees imposed by TD Bank for non-TD ATM transactions will be reflected in your monthly statement and are charged per transaction. Each transfer, each withdrawal and each balance inquiry is a separate transaction. For example, if you make two withdrawals and you obtain a balance at a non-TD ATM, then you will be charged three transaction fees. These fees are in addition to any fees ("surcharge") that the owner and/ or operator of the non-TD ATM may charge you.

Non-TD ATM Transaction Fees
For non-TD ATM transactions, the owner and/or operator of the ATM (or the network) may assess a surcharge at the time of your transaction, including for balance inquiries.

International Visa Debit Card Transactions:
The exchange rate between the transaction currency and the billing currency used for processing international ATM Card or Visa Debit Card transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

Whenever you use your TD Bank Debit Card or TD ATM Card outside of the US to get cash at any non-TD ATM, or to purchase goods or services or for cash advances we will charge an international exchange fee equal to 3% of the transaction amount. This fee will apply whether the TD Bank Debit Card holder or TD ATM Card holder is physically located inside or outside the United States and the merchant is located outside the US.

Certain types of accounts may receive a waiver of one of the fees outlined above. Please refer to the Business Fee Schedule for more details on waivers for certain types of accounts.

Terminal Transactions
You can get a receipt at the time you conduct a transaction using ATM or point-of-sale terminals, unless your transaction totals $15.00 or less.

Direct Deposits
If you have arranged to have direct deposits made to your Account at least once every sixty (60) Calendar Days from the same person or company, you can call us at **1-888-751-9000** to find out whether the deposit has been made.

Pre-authorized (Recurring) Transfers and Stop Payments
If you have authorized a merchant to bill charges to your Visa Debit Card on a recurring basis, it is your responsibility to notify the merchant in the event your Visa Debit Card is replaced, your Visa Debit Card number or expiration date changes, or the applicable account from which payments are debited has been closed. However, if we issue you a replacement Visa Debit Card we may provide your new Visa Debit Card number and expiration date to a merchant with whom you have set up a recurring pre-authorized payment, and you authorize us to apply such recurring charges to your Visa Debit Card until you notify the merchant or us that you have revoked authorization for charges to your Visa Debit Card.

If you have Recurring Pre-authorized Visa Debit Card Payments made from your Account(s) on a regular basis, you can request a stop payment by visiting one of our TD Bank Stores or calling us at **1-888-751-9000**.

Pre-authorized ACH transfers from your Account(s) can be discontinued, for a fee (see Business Fee Schedule), by visiting one of our TD Bank Stores, calling us at **1-888-751-9000**, or using Online Banking at **tdbank.com**. If your Stop Payment request has been made orally, the Bank will send you a written confirmation or we may provide it to you electronically. If your Stop Payment request is made in writing, you must use a form that is supplied by the Bank; this form will constitute written confirmation of your request. In either case, it is your responsibility to ensure that all of the information supplied on your written confirmation is correct and to promptly inform the Bank of any inaccuracies.

To be effective, a Stop Payment request must be received at least three (3) Business Days prior to the regularly scheduled payment date. Your Stop Payment request will be effective after the request has been received by the Bank and the Bank has had a reasonable opportunity to act on it.

If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Unauthorized Card Transfers

Security Procedures
Your Visa Debit Card allows the Cardholder to directly access your Account. We will issue Visa Debit Cards and PINs to you at your request. Each Visa Debit Card we issue to you will identify your Business name as well as the name of the Cardholder. You are responsible for providing the Visa Debit Card and a copy of this Agreement to each Cardholder. You agree that you and each Cardholders will comply with the following security procedures (the "Security Procedures"):

- **Sign the Card:** Each Cardholder must sign the Visa Debit Card bearing his/her name before it may be used.
- **ATM Transactions:** Cardholders must use the Visa Debit Card and PIN together to make withdrawals or balance inquiries at ATMS that accept Visa. In addition to withdrawals or balance inquiries, Cardholders may also use the Visa Debit Card and PIN to make deposits to your Accounts at one of our ATMs.
- **Point of Sale ("POS") Transactions:** Cardholders must use the Visa® Debit Card together with a PIN to purchase goods or services (and to receive cash back from participating merchants) from a third party merchant that accepts Visa Debit Cards at a POS terminal.
- **Signature Transactions.** Cardholders must use the Visa Debit Card together with the Cardholder's signature or the security code found on the reverse of the Card (for purchases made over the telephone or Internet) to purchase goods or services from a third party merchant that accepts Visa Debit Cards.

You acknowledge and agree that the use of the Visa Debit Card along with the PIN, the security code that appears on the reverse of the Card (if the Card is used for a Visa signature transaction over the Internet or telephone), and/ or a Cardholder's signature provide you with a commercially reasonable degree of protection against the unauthorized use of the Card, in light of your particular needs and circumstances. You further agree to require each Cardholder to use the Security Procedures to transact all activity with the Card. You agree that any election you or a Cardholder may make to waive or change the Security Procedures are at your risk and that any loss resulting in whole or in part from such change or waiver will be allocated to you. You further acknowledge and agree that the Security Procedures are not intended, and that it is commercially reasonable that the Security Procedures are not intended, to detect any errors relating to or arising out of a Card transaction. You also represent that each

Card number, PIN and security code on the reverse of the Card shall be afforded the highest level of security by you and shall be known only to those persons who are on a "need to know" basis. We assume no duty to discover any breach of security, unauthorized disclosure of Card numbers and/ or PINs, or unauthorized use of Cards and/or PINs.

Additional Security Measures: In addition to the Security Procedures discussed above, you also agree to adhere to the following rules to ensure that the Card is used in a safe and sound manner:

- **Written Instructions:** You agree to provide written instructions to all Cardholders about the importance of protecting the Card, PIN and security code.
- **Review of Terminal Receipts and Deposit Account Statements:** You and/or Cardholders will examine ATM and/ or POS transaction receipts and Deposit Account periodic statements in a timely manner. If you have any questions or concerns with a receipt or statement, you should contact us to report unauthorized transactions.
- **No Transfer:** Once a Card has been issued, it cannot be transferred to another person. You agree to immediately (a) notify us when you terminate a Cardholder's rights to use the Card and (b) return the terminated Cardholder's Card to us.

Your Liability for Unauthorized Transactions: Unless the Visa® Zero Liability policy applies (as discussed below), you are liable for ALL Card transactions, including those you did not authorize, so long as we processed the transaction in accordance with the Security Procedures discussed above.

Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account(s) (plus your available overdraft line of credit). If your Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately, and to promptly confirm such notice in writing.

Protections for Certain POS Transactions: Under Visa U.S.A., Inc.'s Zero Liability policy you may not be liable for the unauthorized use of your Card that results in a fraudulent POS transaction made over the Visa network. To take advantage of the Zero Liability policy you must notify us within sixty (60) days of the first statement containing the allegedly unauthorized POS Transactions. We will extend provisional credit to you for any such unauthorized charges or debits within five (5) days of your notification to us of such an unauthorized use. The Visa Zero Liability policy does not apply to: (a) ATM transactions, (b) POS transactions made using a PIN that are not processed over the Visa network, (c) POS transactions that are directly or indirectly caused by you or your Cardholder's gross negligence (which may include not providing us notice in a timely manner) or fraud, and (d) POS transactions made by a Cardholder that are in excess of his/her authority.

Disclaimer

Except as otherwise provided above, we disclaim all liability for losses and/or damages incurred by you for failure to complete a transfer on the correct date or in the right amount under any circumstances; provided, however, that upon notice of such failure we will take reasonable steps to correct the transaction.

Part V: Night Depository Service

The night depository service allows you to make deposits by placing them in a night depository facility at one of our Stores. Customer enrollment is subject to eligibility requirements and Store availability. Deposits must be made by Authorized Signers or other authorized individuals.

Bags and Deposit Slips

a) Disposable Bags – Unless otherwise agreed by us, depositors using the night depository service must make deposits using the two-part disposable bags supplied by us or by our vendor. The bags must only be used for the deposit of currency, coin and negotiable instruments owned by you.

b) Deposit Slips – You must record the contents of each bag (or other container approved by us) on a deposit slip supplied or approved by us and place the deposit slip in the bag or container.

Receipt of Bags and Keys

You acknowledge receipt of any bank-supplied bags and any keys necessary to operate the exterior door of the night depository. Any lost keys must be reported to us immediately.

Liability of Bank

You expressly agree that the use of the night depository service is at your own risk. We will not be responsible for any loss or damage sustained by you in the use of the night depository service resulting from any cause whatsoever, including mechanical defects or a malfunction of the night depository itself, unless such loss or damage is directly caused by our negligence or willful misconduct. In no event will we be liable for damages resulting from causes beyond our control or for consequential, special or punitive damages or for any lost profits.

Contents Not Insured

We do not insure the contents of any bag or other container.

Processing Deposits

You give us authority to open the bags and process for deposit any coin, currency or negotiable instruments found in the bags or other containers. You acknowledge and agree that the deposit slip you provide is not conclusive as to the contents of the bags and the determination of our employee is conclusive as to the contents of the bags. Our Funds Availability Policy, as it may be amended from time to time, applies to all deposits. We may take up to two Business Days following the day the bag is received to count the cash in the bag and to credit your account based on our verified cash count. We will use ordinary care and adhere to the reasonable commercial standards of the banking business in connection with the receipt and processing of the contents of the bags.

Fees and Service Charges

You agree to pay all fees associated with this service as described in the Business Fee Schedule and Business Schedule of Charges. We may change those fees from time to time by giving you notice of such changes in the manner specified in the Deposit Account Agreement or as may be required by applicable law.

Termination

Your use of the night depository service may be terminated by either you or by us immediately by giving oral or written notice to the other. Upon termination, you agree to return any key(s) to the night depository facility.

Part VI: Accounts with Account Analysis Billing

This Part applies to Accounts with Account Analysis billing. Typically, Commercial and Municipal accounts have Account Analysis billing, but check with your Relationship Manager or contact us for more information concerning what types of Accounts have Account Analysis billing.

Overdrafts for Account Analysis Customers

Please see the section of the Agreement captioned "Overdrafts." Notwithstanding anything to the contrary stated in that section of the Agreement, for Business Checking Accounts using Account Analysis billing, the following additional terms apply:

Uncollected Funds Fees. If you have a Business Checking Account that is subject to Account Analysis billing, an Overdraft may occur if the available balance in your Account is not sufficient to pay a check or other item presented to us for payment from your Account. If this happens because funds deposited to your Account are not yet available for withdrawal under TD Bank's Funds Availability Policy to cover the check or item, we may assess an Uncollected Funds (UNC) fee on your Account Analysis Statement, rather than an Overdraft fee. See the Business Fee Schedule and Business Schedule of Charges for additional information. UNC fees may be offset on the Account Analysis Statement by an Earnings Credit (see below). Overdraft fees that occur due to insufficient funds in the account not due to the Funds Availability Policy will not be offset by Earnings Credits and will be directly debited.

Drawn Against Uncollected Funds Fees. When you use uncollected funds, including overdrawn funds, we may charge you interest on those funds in the form of a Drawn Against Uncollected (DAU) fee. When you deposit a check or other item drawn on another bank (the "paying bank"), it may take some time for us to receive (collect) the funds from the paying bank. We may allow you to use those funds before we receive them from the paying bank (see TD Bank's Funds Availability Policy for information concerning when such funds are made available to you). DAU fees are typically assessed in addition to other per-item fees that may apply, including Overdraft fees and UNC fees. The DAU fee is calculated each calendar month based on a daily interest rate (see the Business Fee Schedule and the Business Schedule of Charges for more information about the rate used to calculate the DAU fee). To determine the DAU fee, we multiply that rate by the average monthly negative collected balance of your Account for the month, and then multiply that result by the number of days in the calendar month. DAU fees are charged monthly and noted on your Account Analysis Statement. DAU fees may be offset on the Account Analysis Statement by an Earnings Credit (see below).

Earnings Credits. If your Business Checking Account is eligible, your Account may receive earnings credits each calendar month, based on the investable balance in your Account. Earnings credits are calculated by applying an Earnings Credit Rate (ECR) to the monthly average investable balance in your Account. The ECR is a variable rate. The ECR and Account balance available for services for which earnings credits are applicable may be changed at any time at our sole discretion.

The earnings credit is shown on your Account Analysis Statement, and may be used as an offset against many fees incurred during the current monthly cycle, including certain Uncollected Funds fees. All Overdraft and/or Uncollected Funds fees incurred on any Business Day will be included in the "Treasury Management" fees on your Account Analysis Statement. Uncollected Funds fees can be offset by using earnings credits. Overdraft fees are not eligible for earnings credit offset and are not capped in the Account Analysis system.

To calculate your monthly average investable balance each calendar month, we take the average total amount of funds in your Account (also known as the average monthly Ledger Balance), then we subtract the average amount of your deposited funds that is not available for withdrawal under the terms of TD Bank's Funds Availability schedule (also known as Float), and then we subtract an amount equal to TD Bank's Reserve Requirement on your average monthly Account balance. Please note that TD Bank determines the reserves applicable to Accounts under the rules of government reserve policies, and we may change or increase the Reserve Requirement percentage at any time without prior notice. Please also note that for certain Treasury Management products, TD Bank may not subtract a Reserve Requirement amount.

Small Business Overdraft Protection. Small Business Overdraft Protection Line of Credit and Small Business Savings Overdraft Protection only cover Overdrafts that would trigger an Overdraft fee. These products do not cover Uncollected Funds transactions that would result in a UNC fee. These products also do not cover any DAU fees that may be associated with an Overdraft or Uncollected Funds transaction.

Important Notice About Your Account

We realize the importance of keeping you informed when it comes to your banking. That's why we're notifying you of changes to your TD Bank Business, Commercial and Government Banking accounts.

Supplement to the TD Bank Business Deposit Account Agreement

Your Agreement is revised to include the language below. For ease of review, changes to existing language are shown in bold.

Effective June 2026

Part IV: Electronic Funds Transfers

Zelle Payments Services

Zelle® requires an eligible Small Business checking or money market account enabled for ACH transactions. Your primary Online Banking user must have a U.S. address and a unique, active U.S. mobile phone number and email address. Message and data rates may apply, check with your wireless carrier. To send or receive money, both the sending and receiving parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience. Transactions between enrolled users typically occur in minutes. Payments and service fees, if any, will be automatically debited or credited to your account. Transaction limitations apply. TD Bank's standard daily and monthly limits for Zelle® are:

Delivery Option	Direction	Daily	Monthly
Up to 3 Business Days	Outbound	$3,000	$15,000
	Inbound (Request Money)	$100,000	$100,000
Within Minutes	Outbound	**$2,500**	**$10,000**

Outbound limits of the sender's financial institution may apply. Use of Zelle is subject to Zelle® Payment Services terms and conditions. Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Effective February 2026

Part II: Account Maintenance Information

The product previously referred to as "TD Digital Express Services" has been renamed "TD Remote Deposit Capture Services." This change reflects an update to the product name and does not alter the functionality of the service. Accordingly, the following paragraph of the BDAA has been amended.

TD Business Premier Checking also allows Customers who are actively enrolled in TD **Remote Deposit Capture ~~Digital Express~~** Services to waive the monthly maintenance fee otherwise associated with TD Business Premier Checking. To be eligible, one or more TD **Remote Deposit Capture ~~Digital Express~~** transactions must occur from the TD Business Premier Checking Account or TD Business Simple Checking Account linked to a TD Business Premier Checking Account during the monthly statement cycle. Additional fees may apply. Please check the fee schedule associated with TD **Remote Deposit Capture ~~Digital Express~~** Services for details.

Effective January 2026

Part III: Funds Availability Policy

Your ability to withdraw funds you have deposited or received in your Account will be determined according to this policy. This disclosure applies to all Accounts, including Checking, Money Market, Savings, and Time/Certificate of Deposit Accounts.

The Bank's general policy is to make funds available to you no later than the first (1st) Business Day after the day we receive your deposit. **Electronic deposits and wire transfers are available on the day the deposit or transfer is completed.** Once funds are available in your Account, you can withdraw the funds in cash and/or we will use the funds to pay for items presented against your Account.

Determining the Day your Deposit is Received

a) Timing: To determine the day your deposit or transfer is received, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit or receive a transfer on a non-Business Day, we will consider the deposit or transfer to be made on the next Business Day.

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b) Deposits in TD Bank Stores: If you make a deposit with a Store employee before 8:00 p.m. ET on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 8:00 p.m. ET or on a Saturday, Sunday, or federal holiday, we will consider that the deposit was made on the next Business Day.

c) Deposit by Mail: If you mail funds to us, the funds are considered deposited on the Business Day we receive them.

d) Deposits by ATM: If you make a deposit at a Bank ATM before 8:00 p.m. ET on a Business Day, we will consider that day to be the day of your deposit. If you make a deposit at a Bank ATM after 8:00 p.m. ET or on a Saturday, Sunday, or federal holiday, we will consider the deposit made on the next Business Day.

e) Deposits by Mobile App: If you make a deposit through TD Bank Mobile Deposit before 8:00 p.m. ET on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit through TD Bank Mobile Deposit after 8:00 p.m. ET or on a Saturday, Sunday, or federal holiday, we will consider the deposit made on the next Business Day.

f) Deposits by Night Depository or Store Lockbox: Funds deposited in a night depository or Store lockbox are considered deposited on the next Business Day the Bank or Store lockbox is open.

g) **Electronic Deposits and Transfers (including ACH, Zelle®, TCH RTP, and Transfers from other TD Bank Accounts): If an electronic deposit or transfer is completed before 11:00 p.m. ET on a Business Day, we will consider that day to be the day of your deposit. Electronic deposits or transfers completed after 11:00 p.m. ET or on a Saturday, Sunday or federal holiday will be considered deposited on the next Business Day. For future dated ACH credit transfers coded as direct deposits, if we receive notice of them before 11:00 p.m. ET on Business Day, we may consider them deposited on that day even though they have not been completed, subject to the terms of TD Early Pay.**

h) Wire **Transfers**: Funds will be considered deposited on the Business Day we receive the transfer.

Please note that the Funds Availability may vary depending on how long your Account has been opened, the type, method and circumstances of a deposit as explained below:

Standard Funds Availability

Funds from the following sources are available on the same day they are deposited or received, subject to the cutoff times outlined above:

a) Cash deposits;

b) **Funds received by electronic deposit or transfer (including ACH, Zelle®, TCH RTP, and transfers from other TD Bank Accounts);**

c) Wire transfers;

d) $100 for daily check deposits made at the Bank's teller station;

e) $100 for daily check deposits made at the Bank's ATM.

Completed electronic deposits and transfers, including ACH, Zelle®, TCH RTP, and Transfers from other TD Bank Accounts are available immediately, even after the cut-off times noted above or on a day that is not a Business Day. However, if completed after the cut-off time or on a day that is not a Business Day, we will consider the deposit or transfer as being received on the next Business Day, as explained above, in order to pay checks and other items that are presented for payment.

Funds in excess of $100 from check deposits are generally available the business day following the date of deposit. Longer delays may apply as outlined below.

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.

a) Funds from in-Store cash deposits, **electronic deposits and transfers,** and wire transfers to your Account will be available on the day we receive the deposit. Please note for new Accounts, it may take up to three (3) business days for us to be able to receive and credit a TCH RTP transfer to your Account. This may result in us rejecting TCH RTP transfers for new Accounts.

b) Funds from 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 (1st) Business Day after the day of your deposit. The excess over $6,725 may be held for up to seven (7) Business Days from date of deposit.

c) For all other check types not specified in section b, the first $100 of your daily in-Store and Bank ATM check deposits will be available to you on the day we receive the deposit.

d) An additional $175 of your daily in-Store and Bank ATM check deposits will be available the Business Day following the date of deposit and the remaining funds will be available on the third (3rd) Business Day from the date of deposit.

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TD Early Pay

Certain types of ACH credit transfers coded as direct deposits, such as for payroll or benefits payments, may in our sole discretion be **deposited** to your Account and funds made available up to two business days earlier than the **date the transaction is settled**. If we make funds from a direct deposit available to you prior to the **settlement date** but we are unable to collect part or all of the funds, you will be liable to repay us the funds we made available to you. In this situation, you agree that we may debit your Account to recover the funds without prior notice to you, even if the debit transaction overdraws your Account. In the event of an overdraft, you agree to pay any applicable overdraft fee. We may discontinue this practice at any time without notice to you.

Effective December 2025

Part III: Funds Availability Policy

We no longer offer TD FastFunds service and the related portion below within the BDAA will be removed.

~~**TD FastFunds**~~

~~**TD's FastFunds is a service which will enable expedited funds availability in exchange for a fee. Please see the Business Fee Schedule for applicable fees. Deposits eligible for and subject to FastFunds may be available at the time of deposit and credited to your account first before any other items, such as deposits and withdrawals made the same day.**~~

If you have questions, visit any TD Bank or call us at **1-888-751-9000**.