

**PAYROLL ACCOUNT**

# CERTIFICATE OF AUTHORITY

For Deposit Accounts

**Account Holder(s):**

WARREN COUNTY SCHOOL DISTRICT  
185 HOSPITAL DR STE F  
WARREN, PA 16365

SSN/TIN: 251157816

**Financial Institution:**

NORTHWEST SAVINGS BANK  
100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-

Account Number(s): 1026051704

IN CONSIDERATION OF the existing or proposed banking relationship between the above named Account Holder a ☒ for profit ☐ not for profit organization, and Financial Institution, the persons signing below jointly and severally and on behalf of the Account Holder represent to Financial Institution and agree with Financial Institution that:

**Account Holder.** The Account Holder named above is the complete and correct name of the Account Holder. The following is a complete list of all assumed business names, if any, under which the Account Holder does business. The Account Holder filed assumed business name listings with the following governmental entities on the indicated dates:

Assumed Name(s):	Filed With:	Date(s):

**Signature Authorization.** The Financial Institution named above, at any one or more of its offices or branches, is designated as the Financial Institution of and depository for the funds of the Account Holder, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures:

Any 3 of the following named partners, employees or designated individuals of the Account Holder ("Agents"), whose actual signatures are shown below:

Names	Titles	Signatures
KIMBERLY ANGOVE	PRESIDENT	X _____
NORBERT KENNERKNECHT	TREASURER	X _____
RUTH HUCK	SECRETARY	X _____
		X _____
		X _____
		X _____
		X _____
		X _____
		X _____
		X _____

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Account Holder's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing the same or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

**Agent's Authority.** Any one of such Agents is authorized to endorse all checks, drafts, notes, and other items payable to or owned by Account Holder for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

The above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of Account Holder may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions.

**Duration.** The authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this authorization. Any such notice shall not affect any items in process at the time notice is given.

**Additional Provisions.**

The rights of Financial Institution under this agreement are in addition to any other rights Financial Institution may have. Financial Institution need not accept this agreement for it to become effective.

This agreement is dated: 7/23/2009

**ACCOUNT HOLDER:**

WARREN COUNTY SCHOOL DISTRICT  
185 HOSPITAL DR STE F  
WARREN, PA 16365

By: \_\_\_\_\_  
Name and Title of Authorized Representative

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2:

Name (as shown on your income tax return)  
**WARREN COUNTY SCHOOL DISTRICT**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☒ Other (see instructions) ▶ **MUNICIPAL**

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**185 HOSPITAL DR STE F**

City, state, and ZIP code

**WARREN, PA 16365**

List account number(s) here (optional)

Requester's name and address (optional)

**NORTHWEST SAVINGS BANK  
100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-**

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**251157816**

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## RATE AND FEE SCHEDULE

(Non Interest Bearing Account)

**Account Holder(s):**

WARREN COUNTY SCHOOL DISTRICT  
185 HOSPITAL DR STE F  
WARREN, PA 16365

Account Number: 1026051704

**Financial Institution:**

NORTHWEST SAVINGS BANK  
100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-

Phone Number: (877) 672-5678

We appreciate your decision to open a deposit account with us. This schedule sets forth certain conditions, fees and charges that are specific to your Account. Each Account Holder agrees to the terms set forth on this Deposit Account Rate and Fee Schedule, and acknowledges that it is part of the Account Agreement. Subject to applicable law and the terms of the Account Agreement, we may amend the fees and charges contained in this schedule from time to time.

Items preceded by a ☐ apply only if checked.

### ACCOUNT INFORMATION

PRODUCT NAME: Business Analysis-Non-Int-438

ACCOUNT OPENING DATE: 07/23/09

ACCOUNT OWNERSHIP: Municipal

ACCOUNT PURPOSE: NON-PERSONAL

### LIMITATIONS

- ☒ You must deposit \$100.00 to open this account.
- ☐ You may not make additional deposits into this account.
- ☐ You may not deposit more than \$0.00 to this account.
- ☐ You may not make withdrawals from your account until the maturity date.
- ☒ Deposit limitations are as follows:

See attached Deposit Account Agreement and Disclosure

- ☒ Withdrawal limitations are as follows:

See attached Deposit Account Agreement and Disclosure

☐ The minimum amount you may withdraw (write a check for) is \$0.00.

### FEE INFORMATION

Account Fees / Service Charge, balance to avoid service charge and how balance is determined:

Earnings Credit applies to analyzed service and includes a \$15.00 Maintenance Fee. The monthly fee is determined by the activity in the account each monthly statement period based upon the "Account Analysis Fee Schedule".

The following fees may be assessed against your account:

ACH Origination File: \$10.00; ACH Set Up: \$75.00; Bankline Fax Statement: \$2.00; Bankline Transfer: No Charge; Cashier's Check: \$10.00; Check & Statement Copies (six free per year): \$5.00; Check Printing: Depend on Style; Checks Returned with Statement: \$10.00 per statement period; Collection Items: Canadian Items: \$8.00 per item, Coupons: \$25.00 per envelope, Other: \$25.00 plus handling; Counter Check: \$.25 (maximum of 3); Deposit Verification: \$10.00; Deposited Item Returned: \$10.00; Dormant Account Fee: \$5.00 per month after twenty-four months of inactivity; Escheat Processing: \$20.00; IRA Transfer to Another Institution: \$25.00; Money Order & Official Check: \$5.00; Overdraft Protection Annual Fee: \$12.00; Overdraft Protection Transfer: \$10.00; Overdraft Return Item Fee: \$31.00 per item; Overdraft Paid Item Fee: \$31.00 per item; Research per Hour: \$25.00; Special Statement: \$10.00; Statement Reconciliation per Hour: \$25.00; Stop Payment Order: \$31.00; Telephone Transfer: \$5.00; Wire Transfers: Incoming-Domestic: \$15.00, Incoming-Foreign: \$30.00, Outgoing-Domestic: \$20.00, Outgoing-Foreign: \$30.00; Writ of Execution/Levy Processing: \$100.00

### BONUS INFORMATION

☐ You will receive \_\_\_\_\_ as a bonus.

To obtain the bonus you must maintain:

For:

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

**Depositor:** WARREN COUNTY SCHOOL DISTRICT  
185 HOSPITAL DR STE F  
WARREN, PA 16365

**Financial Institution:** NORTHWEST SAVINGS BANK  
100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-

**INTRODUCTION.** In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "Account Holder", "you", and "your." The Financial Institution is referred to as "we," "our," and "us." This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

**DEPOSIT ACCOUNTS.** From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

**INTEREST.** If your Account earns interest, the following information applies: **(A) Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. **(B) Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(C) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(D) Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. **(E) Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. **(F) Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

**FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

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

**DEPOSIT RULES.** The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. **(D) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds.

**(E) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 2

with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

**WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in the Account to cover the full amount of the withdrawal. **If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient available funds from the largest dollar check to the smallest.**

**Example:** We receive three checks on a Tuesday, a normal business day; one for \$500, one for \$50, and one for \$10. Under our system, the checks are paid from your account in exactly that order; \$500, \$50, and \$10.

**Exception:** The above Payment Method does not apply to checks presented in one of our Banking Offices. These checks are paid in the order they are received.

**Example:** Assume one of your checks is presented by you or another authorized payee to a Bank employee at 9:00 am on Tuesday, a normal business day. The amount is \$100. Further assume that another one of your checks, for \$500, is presented later in the afternoon of the same day. Because both were presented in our Banking Office in the same day, we would pay the first check (\$100) presented and the other check (\$500) second.

**Mixture of Presentment Methods:** When checks you have written are presented for payment on the same business day under both methods described above, (through the check processing system and in one of our Banking Offices) the payment method for each type of presentment will apply. This means a check written for a lower amount may be paid before a check written for a higher amount if it was presented at a Banking Office for payment.

**Paper Only.** The order described above applies only to actual paper checks written by you and presented to us for payment. It does not necessarily apply to other Payment Methods, such as ACH debits, ATM withdrawals, etc.

**(B) Withdrawal Restrictions and Overdrafts continued.** We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (such as an overdraft protection program). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. A service charge may be assessed on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means, that will overdraw the available account balance, regardless of whether we pay or dishonor (return) the item. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debt against your account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. **(C) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(D) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. **(E) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(F) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(G) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then 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, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(H) Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 3

on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s).

**(I) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement.

**(J) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. **(K) Non-Customer Check Cashing Fee.** If a person who is not a customer of ours presents a check drawn against one of your accounts for payment over the counter, we may charge the person a service charge for cashing the check. You agree that if the person refuses to pay the service charge, we may not cash the check and we have no liability to you for refusing to cash the check.

**STALE CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

**CHECKING ACCOUNTS.** If your account is a checking account, the following terms may apply. No interest will be paid on any demand deposit checking account with us. If we offer NOW (interest bearing checking) accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

**Checking Sub-Accounts.** If you have a checking account or interest checking (NOW) account, your account consists of a transaction sub-account and a savings sub-account. This structure will not affect your available balance, service charges, FDIC insurance, interest earnings, your statement or any other feature of your account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. A transfer from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

**SAVINGS ACCOUNTS.** If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply.

**(A) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed more than three (3) such transfers, we need not honor the item. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.) **(B) Excess Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

**GENERAL AGREEMENT.** -This deposit account agreement consists of the terms, conditions, regulations and disclosures that apply to any deposit account you have with Northwest Savings Bank (Northwest). Additionally, any information on signature cards that you sign and any other documents or notices executed and/or issued to establish and maintain your account will apply to the administration of your account with Northwest.

As used herein, the terms "you" and "your" refer to the account holder(s) (whether joint, individual or other entity). "We", "our", and "us" refer to Northwest. By signing our signature card when you open a new deposit account, you agree that the account shall be subject to all our policies and procedures, the rules and regulations of the Commonwealth of Pennsylvania and of the United States of America. The legal representatives, including attorneys-in-fact, of any account holder(s) will also be bound by this agreement. When you receive this deposit account agreement you also agree that the terms and conditions in this agreement apply to all other existing accounts you have with us. We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form, which is signed by us.

**AUTOMATED PROCESSING.** Checks written on, and other items debited from, your account may be processed mechanically based on information encoded on such checks or other items. Although we may visually review such checks and other items from time to time, reasonable commercial standards do not require us to do so. If we do visually review any check or other item, we may return it unpaid without liability to you if, in our opinion, it does not bear a signature matching the specimen signature card we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that based on our sole opinion, matches your signature card on file with us. You also agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs, and expenses arising directly or indirectly out of (1) the misuse or unauthorized use of any facsimile signature used on a check or other item, or (2) the payment or acceptance of any item with restrictions or notations, whether you are the payee, payor, endorser, drawer, or otherwise. We cannot honor any request to require multiple signers for any checks or other withdrawals or transfers. Therefore, checks and other withdrawal or transfer requests may be paid on one signature notwithstanding any instructions to the contrary, unless required by court order or other law or legal process. 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 "must be presented within 90 days" or "not valid for more than \$1,000.00."

**RESPONSIBILITY FOR THE BACK OF CHECKS.** You agree that we will not be liable to you because an item you deposit in your account is returned

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 4

after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. Similarly, you will be liable to us for any loss or expense, including without limitation reasonable attorney's fees, we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

**LIMITATIONS ON WITHDRAWALS AND TRANSFERS FROM SAVINGS ACCOUNTS AND INSURED MONEY FUND DEPOSIT ACCOUNTS.** A depositor may make no more than six covered transfers or withdrawals per statement cycle. If the depositor has the ability to write checks, no more than three of the covered transfers or withdrawals may be by check. Covered transfers or withdrawals are:

1. Transfers or withdrawals made to another account of the same depositor at the same bank, if made by preauthorized transfer, automatic transfer, by telephone, including fax, or with the bank's Internet banking service.
2. Transfers or withdrawals to a third party, if made by preauthorized transfer, automatic transfer, by telephone, including fax, or with the bank's Internet banking service.
3. Transfers to a third party, if made by check, debit card, or similar order made by the depositor and payable to third parties.

A depositor may make unlimited non-covered transfers or withdrawals. Non-covered transfers or withdrawals include:

1. Transfers for the purpose of repaying loans and associated expenses at the same bank.
2. Transfers from one account of the depositor to another account of the same depositor, if made by mail, customer's messenger, ATM or in person.
3. Withdrawals made by telephone via check mailed to depositor.
4. Transfers into the account.

### ADDITIONAL AGREEMENT TERMS

**ACCOUNT TRANSFER.** This account may not be transferred or assigned except on our records. We may require that you close an account and open a new account if you wish to transfer ownership of an account or delete an owner from a joint account.

**TEMPORARY ACCOUNT AGREEMENT.** If the temporary signature card option is checked on the account records, this is a temporary account agreement. Each account owner who signs the temporary signature card (except as indicated to the contrary on the account records) may transact business on this account. You agree to return to us the completed permanent signature card within a reasonable amount of time. If we do not receive the permanent signature card, we may restrict or prohibit further use of this account.

**MULTIPLE ACCOUNT OWNERS.** Each owner of an account may appoint one or more attorneys-in-fact to transact business on an account without the knowledge or consent of the other owners of the account. If we receive a notice of a dispute between the owners of a joint account, we may require the signatures of all owners of the joint account for all transactions until the dispute is resolved to our satisfaction.

**CONVENIENCE ACCOUNT AGENT.** (Single-Party Accounts only in Florida) A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. Only the owner may designate, substitute, or remove an agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**TIME DEPOSITS.** If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(A) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. **(B) Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

**STOP PAYMENT ORDERS.** Subject to certain limitations, you may order us to stop payment on any check or other item payable from your Account, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. We will require you to provide the date, the amount, and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

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

**MULTIPLE-PARTY ACCOUNTS.** This section pertains to multiple party accounts:

**(A) Joint Account Ownership.** An account with two or more Account Holders is a joint account. Unless you designate otherwise on the Signature Card, joint Account Holders will be considered joint tenants with right of survivorship.



## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 5

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

**(2) Joint With No Right of Survivorship.** If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any joint Account Holder. If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

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

**ADDITIONAL ACCOUNT TYPES.** This section applies to other deposit account types:

**(A) Formal Trust Account.** A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

**(B) Uniform Transfer to Minors.** If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

**(C) Agency Account.** An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

**(D) Business Accounts.** If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

**(E) Fiduciary Accounts.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

**(F) Attorney Client Trust** Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the PA IOLTA, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

**(G) Real Estate Broker Client Trust Accounts** Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their



## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 6

individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and /or real estate professional rules.

**(H) Government/Municipal/Public Funds Accounts.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

**(I) Health Savings Account.** A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

**ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law.

If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

**FINANCIAL INSTITUTION LIABILITY.** You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

**DORMANT ACCOUNTS.** If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

**ACCOUNT STATEMENTS.** You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within Sixty (60) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Thirty (30) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Thirty (30) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Forty-five (45) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

**WHOLESALE WIRE AND ACH TRANSACTIONS.** With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or savings bank number you have provided even though that account or savings bank number may identify a party different from the person or entity you have described by name in any transfer order.

**(A) Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

**(B) Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

**NOTICES.** The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(B) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 7

account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

**ACCOUNT TERMINATION.** You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. We will consider your Account closed based on the following: You may close your account at any time by withdrawing all collected funds in the account. We may deduct an early closing fee if it is disclosed in our fee schedule. We also can close your account, with or without a reason, if we choose to do so, by mailing a notice to you at your last address shown on our records. If we do this, we will mail to you a check for the final ledger balance. Notice to any accountholder will be considered notice to all accountholders. When we refuse to accept deposits or credits to the account, we will not be liable to you for doing so. Should an account be closed at any time by the withdrawal of the balance of the account and later reopened, the reopened account will be subject to all the terms and conditions in this agreement. After the account is closed, you will still be liable for any fees, overdrafts or checks or other items that are outstanding at the time the account is closed. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your Account, we may mail you a Cashier's Check for the applicable remaining Account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the Commonwealth of Pennsylvania in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

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

**Notify Us of Inaccurate Information We Report To Consumer Reporting Agencies.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Northwest Savings Bank Attention: Check Servicing Department, 100 Liberty Street, Warren, PA 16365

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

Member  
**FDIC**



## REGULATION CC FUNDS AVAILABILITY DISCLOSURE

**Account** WARREN COUNTY SCHOOL DISTRICT  
**Holder:** 185 HOSPITAL DR STE F  
WARREN, PA 16365

**Financial** NORTHWEST SAVINGS BANK  
**Institution:** 100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-

**YOUR ABILITY TO WITHDRAW FUNDS AT NORTHWEST SAVINGS BANK.** Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**Determining the Availability of a Deposit.** The length of the delay is counted in business days from the day of your deposit. Everyday is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before we close on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after we close or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability.** Funds from electronic direct deposits will be available on the day we receive the deposit.

**Next-Day Availability.** Funds from the following deposits are available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on Northwest Savings Bank.

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

- Cash.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

In addition, funds from the following deposits are available on the first business day after the day of your deposit: None.

Notwithstanding the above, Northwest provides same day availability for cash deposits made to a Northwest employee and wire transfers.

**Availability of Other Check Deposits.** The delay for other check deposits depends on whether the check is a local or a nonlocal check. To see whether a check is a local or a nonlocal check, look at the routing number on the check:

PERSONAL CHECK	BUSINESS CHECK
<div>_____ 20 _____</div> <div>Pay to the order of _____ \$ _____</div> <div>_____ dollars</div> <div>(Bank Name and Location)</div> <div>_____</div> <div>123456789 0000000000 000</div> <div>Routing Number</div>	<div>Name of Company _____ 20 _____</div> <div>Address, City, State _____</div> <div>Pay to the order of _____ \$ _____</div> <div>_____ dollars</div> <div>(Bank Name and Location)</div> <div>_____</div> <div>000000000 123456789 0000000000 000</div> <div>Routing Number</div>

For Western PA Offices, if the first four digits of the routing number (1234 in the above example) are 0220, 0223, 0410, 0412, 0420, 0421, 0422, 0423, 0430, 0432, 0433, 0434, 0440, 0441, 0442, 0515, 0519, 0720, 0724, 0740, 0749, 0813, 0830, 0839, 0863, 2220, 2223, 2410, 2412, 2420, 2421, 2422, 2423, 2430, 2432, 2433, 2434, 2440, 2441, 2442, 2515, 2519, 2720, 2724, 2740, 2749, 2813, 2830, 2839 or 2863, then the check is a local check. For Eastern PA Offices, if the first four digits of the routing number (1234 in the above example) are 0110, 0111, 0112, 0113, 0114, 0115, 0116, 0117, 0118, 0119, 0210, 0211, 0212, 0213, 0214, 0215, 0216, 0219, 0260, 0280, 0310, 0311, 0312, 0313, 0319, 0360, 0510, 0514, 0520, 0521, 0522, 0540, 0550, 0560, 0570, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2219, 2260, 2280, 2310, 2311, 2312, 2313, 2319, 2360, 2510, 2514, 2520, 2521, 2522, 2540, 2550, 2560 or 2570, then the check is a local check. If you have any questions regarding Western or Eastern PA offices, please ask your local office's Customer Service Representative in which Check District the local office is located. Otherwise, the check is a nonlocal check. Some checks are marked "payable through" and have a four or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal. Our policy is to make funds from local and nonlocal checks available as follows:

## REGULATION CC FUNDS AVAILABILITY DISCLOSURE (Continued)

Page 2

1. **Local Checks.** The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.
2. **Nonlocal Checks.** The first \$100 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit. For example, if you deposit a nonlocal check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week. If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the day of the deposit, not \$100 from each category of check.
3. **Certain Other Checks.** We can process non-local checks drawn on financial institutions in certain areas faster than usual. Therefore, funds from deposits of checks drawn on institutions in those areas will be available to you more quickly. Call us if you would like a list of the routing numbers for these institutions.

**Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

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

**Holds On Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, 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 until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open: Funds from incoming wire transfers and all cash deposits into your account will be available immediately. The first \$5,000 from a deposit of U.S. Treasury checks payable to you will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to a Northwest employee, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### Refusal of Deposit

Northwest reserves the right not to accept deposits. In some circumstances, items unacceptable for deposit may be processed as collection items.

### OTHER IMPORTANT DISCLOSURES

**Fee Schedule:** The payment method may also be important to fees for returned checks or checks drawn on insufficient funds. Refer to the latest version of our fee schedule for information on returned items or insufficient funds.

**Fees for Overdraft:** An overdraft fee may occur from a paper check transaction, a substitute check, an electronic check conversion or other electronic means such as an ACH payment, a point-of-sale transaction or an Internet bill pay service.

**Funds Availability:** The payment method described is not intended to address the order in which checks deposited in your account (whether written by you or another party) clear the account and funds become available for usage. For such information see the Withdrawal Rules section of the Deposit Account Agreement and Disclosure.

**Other Circumstances:** Finally, while we will at all times attempt to adhere to these payment methods, there may be instances where we cannot pay a check or checks under the method(s) described. This may be due to computer failure, natural disasters, inability of our system to 'read' your check, or similar circumstances, some of which are also described in the Deposit Account Agreement and Disclosure.

**Change in Method:** Should we change the way we pay checks, we will provide written notice at least 30 days prior to the effective date of any change.

**Further Information:** Should you have any questions concerning this information, please feel free to contact a Northwest Savings Bank representative at any of our conveniently located offices.

## REGULATION E DISCLOSURE

**Depositor:** WARREN COUNTY SCHOOL DISTRICT  
185 HOSPITAL DR STE F  
WARREN, PA 16365

**Financial Institution:** NORTHWEST SAVINGS BANK  
100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-

### ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

#### Personal Internet Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer Funds Between Eligible Accounts.
- Obtain Balance Information on Eligible Accounts.
- Review Transactions on Eligible Accounts.
- Make Loan Payments.
- Stop Payment Requests.
- Advance Funds From Credit Line.
- Request Withdrawal From Savings Account.
- Online Bill Payment.
- Obtain Copy of Statement.
- Order Checks.
- Allow Export of Transaction History to Personal Finance Manager.

#### Limitations on Frequency and Amount:

- For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

#### Fees and Charges for Online Service:

- There is no charge for banking online with us.

#### STAR, VISA and PLUS branded ATMs

**Types of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

#### Limitations on Frequency and Amount:

- You may make 15 cash withdrawals from ATMs per day.
- You may withdraw up to a maximum of \$500.00 (if there are sufficient funds in your account) per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

#### Fees and Charges for ATM Transactions:

- We do not charge for ATM transactions at the present time.

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## REGULATION E DISCLOSURE (Continued)

Page 2

### Preauthorized Debit Service

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account.

**Fees and Charges:**

- We do not charge for any preauthorized EFTs.

### Other Direct Deposit Service

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account.

**Fees and Charges:**

- We do not charge for any preauthorized EFTs.

### Government Direct Deposit Service

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

**Fees and Charges:**

- We do not charge for any preauthorized EFTs.

### POS Services

**Types of Transactions:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Savings Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form.

**Limitations on Frequency and Amount:**

- You may purchase up to a maximum of \$2500.00 worth of goods and services per day, exclusive of ATM withdrawals.
- For security purposes, there are limits on the frequency and amount of transfers you may make using this Point of Sale service.

**Fees and Charges:**

- We do not charge for any POS transactions.

### ATM/POS Services

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Savings Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

**Limitations on Frequency and Amount:**

- You may make 15 cash withdrawals from ATMs per day.
- You may withdraw up to a maximum of \$300.00 (if there are sufficient funds in your account) per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- You may purchase up to a maximum of \$500.00 worth of goods and services per day, exclusive of ATM withdrawals.

**Fees and Charges:**

- We do not charge for ATM transactions at the present time.
- We do not charge for any POS transactions.



## REGULATION E DISCLOSURE (Continued)

Page 3

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### ATM/POS/DEBIT Card Services

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Savings Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

### Limitations on Frequency and Amount:

- You may make 15 cash withdrawals from ATMs per day.
- You may withdraw up to a maximum of \$500.00 (if there are sufficient funds in your account) per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- You may purchase up to a maximum of \$2500.00 worth of goods and services per day, exclusive of ATM withdrawals.

### Fees and Charges:

- We do not charge for ATM transactions at the present time.
- We do not charge for any POS transactions.

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### Northwest Direct

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.
- Withdraw funds from one of your deposit accounts by check, made payable to you and mailed to you at your mailing address.

### Limitations on Frequency and Amount:

- There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make using this Audio Response service.

### Fees and Charges for Audio Response Transactions:

- We do not charge for any Audio Response Transactions.

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

## REGULATION E DISCLOSURE (Continued)

Page 4

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**The following limitations may be applicable to your accounts, except as provided by law:**

**Liability for Unauthorized VISA Point of Sale Debit Card Transactions.** Tell us, **AT ONCE**, if you believe your VISA point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sale debit card transactions that take place on the VISA system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions.

These provisions limiting your liability do not apply to VISA commercial credit cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us **AT ONCE** if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (877) 672-5678, or write us at Northwest Savings Bank, ATTENTION: EFT Services, PO Box 128, Warren, PA 16365. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

### Documentation.

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

**Terminal Receipt.** You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (877) 672-5678 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (877) 672-5678, or write us at **Northwest Savings Bank, ATTENTION: EFT Services, PO Box 128, Warren, PA 16365** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared.

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

## REGULATION E DISCLOSURE (Continued)

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response 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 ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us at (877) 672-5678, or write us at Northwest Savings Bank, ATTENTION: EFT Services, PO Box 128, Warren, PA 16365, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$31.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** 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.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Other ATM Network Access.** From time to time we may make arrangements with other ATM networks to grant access to Northwest Check Card/ATM Cards. We will inform you when such arrangements are made and describe the services that are made available to you and the charges in effect at the time.

## REGULATION E DISCLOSURE (Continued)

Page 6

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean the transactions are lawful in all jurisdictions in which the cardholder may be located.

**Customer Responsibility.** Your Northwest Check Card/ATM Card or Bankline or Internet Banking access may be used only by the person named thereon; provided however, that if you authorize another person to use the card or access PIN or password in violation of this agreement, you agree to assume responsibility for such use and we will be entitled to charge your account for all such transactions by you or other authorized person(s).

**How to Contact ATM, BANKLINE or Internet Banking Services.** If you believe your Northwest Check Card/ATM Card or PIN or Bankline Pin or Internet Password has been lost or stolen or that an unauthorized transfer or purchase from any of your accounts has occurred or may occur, please contact Northwest immediately by calling or writing us at the telephone number or address referenced at the end of this disclosure.

A new Check Card/ATM Card may be issued to you at the time and a "hold" will be placed on your old card. After such time, if you find your old card, you must notify us and return your old card to us. If you attempt to use your old card it may be captured and retained by the ATM.

### SECURITY PRECAUTIONS:

#### FRAUD

You understand the necessity to protect the confidential nature of the PIN or Internet Password and not to disclose it to anyone or write it where it is available to others by lawful or unlawful means. Failure to keep your PIN or Internet Password confidential can result in unauthorized access to your account(s) in the event of loss or theft of your Northwest Check Card/ATM Card.

#### ATM SAFETY TIPS

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

# **Northwest Savings Bank**

## **Protecting the Privacy of Customer Information**

**Northwest Savings Bank and our corporate family of affiliates have never sold information, public or private, about our current, inactive or past customers to nonaffiliated third parties. If you are comfortable with Northwest Savings Bank's handling of information we collect, you do not need to take any action at this time. Please read this policy and keep it for your records.**

Northwest Savings Bank and our corporate family of affiliated institutions, Northwest Bancorp, Inc., Northwest Financial Services, Northwest Settlement Agency, and Northwest Consumer Discount Company, are dedicated to protecting the privacy and confidentiality of your personal information. We value your relationship and the trust you place in Northwest Savings Bank. To offer you financial products and services, we routinely collect, maintain and use information about you. While we do not share this information with nonaffiliated third parties, we may share this information, as described below and as permitted by law, with our corporate family and third parties with whom we have business arrangements. To help you better understand how your personal information is protected at Northwest Savings Bank, we are providing you with the following statement describing our practices and policies with respect to the privacy of customer information. In the event you terminate your relationship with us by closing your account or becoming an inactive customer, we will continue to adhere to the policies and practices described in this notice as if you were a customer. If our privacy policy changes, you will be notified by mail in advance of any changes regarding the possible disclosure of your personal information.

### **How We Protect Your Information**

We understand that the protection of your nonpublic personal information is of the utmost importance. Guarding your privacy is our obligation. Northwest Savings Bank and its corporate family of affiliates maintain strict procedures and policies to safeguard your privacy. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. We maintain and grant access to our customer information only in accordance with our internal security standards that comply with all applicable laws. We will continue to review and enhance our security procedures, as new technologies become available.

Our employees are governed by our "Code of Conduct" that states we will keep all customer information private and privileged and we will use it solely for the purpose of providing you with the finest products and services available. Our employees are reminded on a regular basis of their obligations with regard to the confidentiality of customer information.

### **How You Can Protect Your Information**

You can help to maintain your privacy by taking precautions to protect your account and PIN numbers, by not disclosing confidential information to unknown callers, by not letting others have access to your account and PIN numbers, and by maintaining your private information in a secure place.

### **Information We Collect**

As a trusted financial institution, we collect, retain and use information about you to:

- Accurately identify you;
- Protect and administer your records, accounts and funds;
- Help us design or improve our products and services;
- Understand your financial needs;
- Save you time when you apply for new products and services; and
- Comply with applicable laws and regulations.

We may collect the following types of information about you:

- Information we receive from you on applications or other forms, such as name, social security number, and income;
- Information about your transactions with us, our affiliates, or others, such as information about your account balance, payment history, parties to transactions and credit card usage;
- Information we receive from a consumer-reporting agency, such as a credit report; and
- Application information from outside sources such as automotive dealers and educational institutions that assist us in the origination of products and services.

## **Our Information Sharing Practices**

We restrict the types of information about you that we share and the types of entities with whom we share it. The primary reason for sharing information about you is to provide you with more convenience in transactions with us and to give you more choices about financial services and products.

### *Sharing Information with Non-affiliated Third Parties*

We do not disclose any nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law. For example, we may be required to disclose information about you in response to a subpoena. We may also be required by certain federal and state laws to disclose information about our customers such as in the regulatory examination process of financial institutions.

### *Sharing Information with Our Corporate Family of Affiliates*

All information collected and stored by Northwest Savings Bank and its affiliates is used for specific business purposes such as administering your account, complying with state and federal banking regulations, protecting against fraud and developing a better understanding of your financial needs to provide you with improved products, services and other opportunities. Northwest Savings Bank is part of a corporate family of affiliates that includes a bank holding company, a financial services firm that provides brokerage and trust services to customers, a title insurance company and a consumer finance company. As affiliates, these companies work together to serve your financial services needs. Current regulations do not restrict the sharing of your information within our corporate family regarding account transactions and experiences with us, such as account balances and payment history.

Unless you tell us not to, Northwest Savings Bank may share with companies in our corporate family additional information about you including: information we obtain from your application or other forms such as your address, telephone number, social security number, income and marital status; information we obtain from a consumer report, such as your creditworthiness, credit history and credit score; information we obtain to verify representations made by you, such as your open lines of credit and deposit relationships; and information we obtain from a person regarding employment, credit, or other relationship with you such as your employment history or rental history.

### *How To Tell Us Not To Share Information with Our Corporate Family*

You may request that we not share the above additional items with our corporate family by calling us toll free at 1.877.672.5678 Option 4. Please have your account number available if you make such a call. Upon receipt of such request, your nonpublic information will not be shared unless you give written consent at a later date. If you have a joint account with us, we will treat a not to share instruction by you as applying only to you. You must notify us that you are acting on behalf of other joint account holders. We may still include informational brochures about products and services in our regular communications with you, such as your monthly statement.

### *Your Choice To Limit Marketing*

You may limit our affiliates from marketing their products or services to you based on information that we share with them, such as your income, your account history with us, and your credit score. Your decision to limit marketing offers directly from our affiliates will be permanently applied to your information unless you give us written consent to share your information for marketing purposes. This limitation does not apply in certain circumstances, such as if you currently do business with one of our affiliates or if you ask to receive information or offers from them.

To limit marketing offers, call us toll-free at 1.877.672.5678 Option 4. If you have a joint account with us, we will treat a not to share instruction by you as applying only to you. You must notify us that you are acting on behalf of other joint account holders. We may still include informational brochures about products and services in our regular communications with you, such as your monthly statement.

### *Sharing Information with Service Providers or Joint Marketers*

We may disclose all of the information we collect, as described above under the "Information We Collect" section about you to companies that perform services on our behalf or to other financial institutions with whom we have joint-marketing agreements such as life and disability insurance and investment companies. The current privacy laws permit this type of information sharing. We require that all our service providers adhere to similar and equally stringent policies concerning the information provided to them by us and use the information only for the purposes for which it is provided or to the extent otherwise permitted by law. Our credit card processing agreement is an example of currently used service providers.

## **Questions or Comments**

If you have any questions or comments regarding Northwest Savings Bank's Privacy of Customer Information, please write to us at Northwest Savings Bank, Compliance Department, P. O. Box 128, Warren, PA 16365 or email us at [compliance@nwbcorp.com](mailto:compliance@nwbcorp.com).

# SUBSTITUTE CHECK POLICY DISCLOSURE

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**Account**

**Holder:** WARREN COUNTY SCHOOL DISTRICT  
185 HOSPITAL DR STE F  
WARREN, PA 16365

**Financial**

**Institution:** NORTHWEST SAVINGS BANK  
100 LIBERTY STREET  
P.O. BOX 128  
WARREN, PA 16365-

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## IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

### Substitute Checks and Your Rights

#### What is a substitute check?

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

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

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45th calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at :

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

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



