Business Deposit Accounts
Fees and Features

Guide to Your New Account

Citizens Bank, N.A.
Connecticut
Massachusetts
Rhode Island
Welcome to Citizens Bank

We are pleased to provide you with this account information. This Fees and Features guide for Business Deposit Accounts is a companion brochure to the Business Deposit Account Agreement.

This brochure provides you with information on minimum opening account balances, monthly maintenance fees, transaction limitations, combined balance information for relationship pricing, interest rate and Annual Percentage Yield (APY) information, and other service fees that may apply. Please note that we may change the fees or balance requirements at any time with proper notice to you.

The Business Deposit Account Agreement contains the terms and conditions of your account as well as your rights and responsibilities regarding your account. You will also find our funds availability policy in the agreement.

Together, these two brochures constitute your account agreement with Citizens Bank, N.A. Citizens Bank is a division of Citizens Bank, N.A. Please review them carefully. You may also wish to retain them for future reference.

If you have any questions about the information in these two brochures, please call us toll-free at 1-800-862-6200. Or, if you prefer, stop by your local branch.

Thank you for your important relationship with us.
We look forward to serving you.
<table>
<thead>
<tr>
<th>Account Type</th>
<th>Minimum Opening Deposit</th>
<th>Monthly Maintenance Fee</th>
<th>Additional Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearly Better Business Checking</td>
<td>$100</td>
<td>None</td>
<td>Additional Fees: First 200 items (including checks deposited, paid or cashed) per statement period: Free. Additional item $.50.</td>
</tr>
<tr>
<td>Business Advisor Checking</td>
<td>$100</td>
<td>$25</td>
<td>To Waive Fee: $10,000 average daily balance or $35,000 in combined balances. Additional Fees: First 500 items (including checks deposited, paid, or cashed) per statement period: Free. Each additional item $.30.</td>
</tr>
<tr>
<td>Business Checking</td>
<td>$100</td>
<td>$20</td>
<td>Additional Fees: Per check or item paid per statement period: $.20. Per item deposited per statement period: $.12. Per deposit per statement period: $.65. Additional pricing available upon request. Please see your Cash Management Representative for details.</td>
</tr>
<tr>
<td>Commercial Checking</td>
<td>$100</td>
<td>$38</td>
<td>Additional Fees: $.29 per check and item paid; $1.35 per deposit made; $.22 per item deposited; $45 daily ledger overdraft fee; Additional pricing available upon request. Please see your Cash Management Representative for details.</td>
</tr>
<tr>
<td>Association Checking</td>
<td>$25</td>
<td>$2.50</td>
<td>Association Checking with Interest Additional Fees: $.19 per check paid; $.85 per deposit made; $.09 per item deposited.</td>
</tr>
<tr>
<td>Municipal Checking / Municipal Checking with Interest</td>
<td>$0</td>
<td>$38</td>
<td>Additional Fees: $.29 per check and item paid; $1.35 per deposit made; $.22 per item deposited; $45 daily ledger overdraft fee; Additional pricing available upon request. Please see your Cash Management Representative for details.</td>
</tr>
<tr>
<td>Municipal Revenue / Municipal Concentration</td>
<td>$0</td>
<td>$10</td>
<td>Additional Fees: $.19 per check paid; $.85 per deposit made; $.09 per item deposited.</td>
</tr>
</tbody>
</table>

1. Additional pricing available upon request.

Please see your Cash Management Representative for details.
## Account Pricing (cont’d)

### IOLTA Checking
- **Minimum Opening Deposit**: $100
- **Monthly Maintenance Fee**: None

### Savings Accounts

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Minimum Opening Deposit</th>
<th>Monthly Maintenance Fee</th>
<th>Fee Waiver Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Savings</strong></td>
<td>$100</td>
<td>$4.99(^2)</td>
<td>To Waive Fee: $500 minimum daily balance</td>
</tr>
<tr>
<td><strong>Municipal Statement Savings</strong></td>
<td>$0</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td><strong>Variable Rate Savings Qualified Plans</strong></td>
<td>$50</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

### Money Market Accounts

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Minimum Opening Deposit</th>
<th>Monthly Maintenance Fee</th>
<th>Fee Waiver Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Money Market</strong></td>
<td>$2,500</td>
<td>$9.99</td>
<td>To Waive Fee: $2,500 minimum daily balance</td>
</tr>
<tr>
<td><strong>Municipal Money Market</strong></td>
<td>$0</td>
<td>$5</td>
<td>To Waive Fee: $2,500 average daily balance</td>
</tr>
</tbody>
</table>

### Certificates of Deposit

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Minimum Opening Deposit</th>
<th>Monthly Maintenance Fee</th>
<th>Fee Waiver Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certificate of Deposit (CD)</strong></td>
<td>$1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SEP and Qualified Plan CD</strong></td>
<td>$250</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CDs with Monthly Interest Disbursement by Check or Transfer</strong></td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Penalty for Early Withdrawal\(^3\)
- **Original maturity of less than one year**: $50 transaction penalty plus the greater of 90 calendar days’ interest on the amount withdrawn or half the remaining interest to be earned on the withdrawn amount.
- **Original maturity of one year or more**: $50 transaction penalty plus the greater of 180 calendar days’ interest on the withdrawn amount or half the remaining interest to be earned on the withdrawn amount.

### Footnotes
1. These fees may be offset by earnings credit for analyzed accounts.
2. Waived if linked Business Advisor Checking account monthly combined business balance requirement is met.
3. We will, under certain circumstances, waive these early withdrawal penalties in our sole discretion or as otherwise required by law (for example, upon the death of an account owner or when any account owner is determined to be legally incompetent by a court or other administrative body of competent jurisdiction).
The following interest rates and annual percentage yields (APY) are accurate as of _________. Rates are subject to change at any time. All balances referenced are collected daily balance (for CDs, daily ledger balance). For current rate information, call 1-800-862-6200.

<table>
<thead>
<tr>
<th>Business Savings</th>
<th>Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BALANCE $1,000,000 OR MORE</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$250,000 - $999,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$75,000 - $249,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$50,000 - $74,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$25,000 - $49,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$10,000 - $24,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$2,500 - $9,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$1,000 - $2,499.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>BELOW $1,000</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Money Market</th>
<th>Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BALANCE $3,000,000 OR MORE</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$1,000,000 - $2,999,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$250,000 - $999,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$75,000 - $249,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$50,000 - $74,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$25,000 - $49,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$10,000 - $24,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$2,500 - $9,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>BELOW $2,500</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Association Checking with Interest</th>
<th>Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>IOLTA Checking</th>
<th>Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BALANCE $3,000,000 OR MORE</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$1,000,000 - $2,999,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$500,000 - $999,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$200,000 - $499,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>$100,000 - $199,999.99</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>BELOW $100,000</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IORETA (CT)</th>
<th>Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
</table>

<p>| Municipal Checking with Interest | Rate is: | APY is: |</p>
<table>
<thead>
<tr>
<th>Interest Rate Information</th>
<th>Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Concentration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Statement Savings</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Municipal Money Market**

| BALANCE $5,000,000 OR MORE |          |         |
| $1,000,000 - $4,999,999.99  |          |         |
| $500,000 - $999,999.99      |          |         |
| $100,000 - $499,999.99      |          |         |
| $50,000 - $99,999.99        |          |         |
| $2,500 - $49,999.99         |          |         |
| BELOW $2,500                |          |         |

**Variable Rate Savings SEP**

**Variable Rate Savings Qualified Plan**

**Certificate of Deposit**

**SEP CD**

**Qualified Plan CD**

---

1 Time requirements – Your account will mature on ________________________.
Relationship Pricing: The eligible balances in other linked business savings, select business checking accounts, business loans or business lines of credit can be included in combined balances to help waive the monthly maintenance fee. If you link additional Business Advisor Checking accounts to your primary Business Advisor Checking you must maintain an average daily balance of $10,000 in each statement period to have the Monthly Maintenance Fee waived for each additional Business Advisor Checking account. The additional linked Business Advisor Checking accounts are not eligible for a fee waiver based on combined balances.

Accounts that can be linked for business account relationship pricing include Business Savings, Business Money Market, Variable Rate Savings SEPs and Qualified Plans, business Certificates of Deposit, SEP and Qualified Plan CD, eligible business loans and lines of credit and any business Overdraft Line of Credit accounts maintained with us. To determine eligibility for relationship pricing, please tell us which accounts you wish to link. The Tax Identification Number (T.I.N.) on the business checking account must appear on any other account you wish to link. Linked account balances will appear in the relationship account summary section of your monthly checking account statement.

Combined Statements: To avoid receiving multiple statements, you can combine eligible accounts with your business checking account so you receive a single combined statement every month. Accounts that can be combined are additional business checking accounts (including any checks), business savings accounts, business money market accounts, business Overdraft Lines of Credit, and business Certificates of Deposit (CD, SEP and Qualified Plan).

Monthly Combined Business Balances are used to determine if a Business Advisor Checking monthly maintenance fee is to be waived. We calculate an average daily balance by adding the daily balances in each eligible linked account from the date on your previous statement up to the day before your current statement date, then dividing by the number of days in this cycle. The average daily balances are then added together, resulting in your monthly combined business balance.

Average Daily Balance is calculated by adding the daily balances in the account and dividing by the number of days in the statement period.

Minimum Daily Balance is the balance (collected and uncollected) in the account each day.

Collected Balances: Funds are considered collected on the day the bank receives credit. We pay interest on collected balances.

Available Balances: We consider funds available or unavailable based on our funds availability policy outlined in your Business Deposit Account Agreement. We allow withdrawals of funds deposited based on this policy.
Earnings Credit may offset some of the fees listed for analyzed accounts. Your earnings credit is calculated by applying the periodic earnings credit rate to the investable balance in the account for the period. The period used is the monthly statement cycle. The investable balance is the available balance less reserves. The periodic earnings credit rate applies to various balance tiers, and is established at the Bank’s discretion and may be changed at any time. Refer to the Other Fees section of this guide for a description of miscellaneous fees that may apply to analyzed accounts. Earnings credit does not apply to interest-bearing accounts.

Overdraft Fees and Returned Item Fees: We determine during each business day whether or not your account contains sufficient available funds to pay an item (for example, a check, in-person withdrawal from a teller, ATM withdrawal, point-of-sale purchase, or any other paper or electronic item drawn on your account). If we determine that your account has insufficient or unavailable funds to pay an item, we have the right to take the following actions without prior notice to you:

- return the item,
- decline the item, or
- pay the item and create an overdraft in your account.

We are under no obligation to pay an item and create an overdraft. Our honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft even if we have done so in the past.

When any item is presented where there are insufficient available funds to pay the item, we can charge you a fee, depending upon whether or not we pay the item or return the item.

- If we pay the item, such as a check or ATM withdrawal or debit card transaction, we will charge an Overdraft Fee.
- If we return the item, such as a check (including other items using your checking account number), an online or automatic bill payment, or a preauthorized debit item, we will charge a Returned Item Fee.

We may impose a fee for each such item that we return or pay. As a result, more than one fee may be imposed on you each day, depending upon the number of such items that we return or pay.

Per Item Fees:
- Overdraft Fee ........................................................... $39 per item paid
- Returned Item Fee ............................................ $39 per item returned

Sustained Overdraft Fee: If your account remains overdrawn for 3 or more consecutive business days, on day 4 we will start to charge a Sustained Overdraft Fee of $6.99 per day for each day it remains overdrawn up to a total of $69.90.

Sustained Overdraft Fee ............................................................ $6.99
The following accounts are exempt from Sustained Overdraft Fees: Business Advisor Checking, Business Checking, Municipal Checking and Money Market Accounts, Public Funds Checking and Money Market Accounts, Commercial Checking and Insured Money Market.

Commercial Checking customers and other business deposit customers with analyzed accounts may have this fee offset by earnings credit.

**Overdraft Plans:** If you have an Overdraft Plan — Savings Overdraft Transfer or Overdraft Line of Credit — transactions that would create an overdraft on your account may be honored in accordance with our Overdraft Plan Agreement(s) with you. We will transfer available funds from a savings account or an Overdraft Line of Credit. Transfer Fees will be charged to your checking account on the business day following the transfer. No Transfer Fee will be charged for a Partial Transfer that does not fully cover an overdraft. We will limit to seven the number of Overdraft Plan Transfer Fees charged per plan, on any one business day. Savings Overdraft Transfers are included in the six transfers and pre-authorized debits allowed from savings accounts per calendar month. Please refer to your Deposit Account Agreement for more details on Withdrawal Limitations. Please see the Other Fees section of this guide for Overdraft Plan annual and transfer fee amounts.

**Checking Dormant Account Fee:** A fee will be assessed on your checking account if there is no transaction activity by account owner(s) for one year or more. Thereafter, each month that the account has no transaction activity by its account owner an additional fee will be assessed.

**Money Market and Savings Dormant Account Fee:** A fee will be assessed on your money market or savings account if there is no transaction activity by account owner(s) for two years or more. Thereafter, each month that the account has no transaction activity by its owner an additional fee will be assessed.

**Inactive Account Processing Fee:** A fee will be applied to all accounts that have been inactive for 24 months or more. This fee is in addition to any applicable monthly dormant account fee that may occur.

**Definitions** (cont’d)
Interest Rate Information

Your interest rate and APY may change. At our discretion, we may change the interest rate on your account every day. For your CD account, you will be paid the disclosed interest rate and APY until the original maturity date of your account, unless your CD account has the promotional Choice feature. Please see the CD section of your Business Deposit Account Agreement for a description of the Choice feature. If you close your account before interest is credited, you will not receive the accrued interest. For Connecticut residents, if a savings account is closed before interest is credited, you will receive the accrued interest.

Interest begins to accrue on cash deposits you make in person and on electronic direct deposits on the day you make the deposit. If you make the deposit in person to one of our employees at one of our branch offices on a business day (or before 10:00 p.m. at one of our ATMs), we will consider that day to be the day of your deposit. However, if you make a cash deposit in person to one of our employees at one of our branch offices on a non-business day (or after 10:00 p.m. at one of our ATMs), we will consider that the deposit was made on the next business day we are open.

Interest begins to accrue on the business day you deposit checks drawn any banking subsidiary of Citizens Financial Group, Inc. and no later than the business day we receive credit for all other non-cash deposits. For CD accounts, interest begins to accrue on the business day you deposit non-cash items.

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the collected balance in any interest-bearing checking, savings or money market account each day. The interest rate and APY will vary depending on the collected daily balance in your account. For CD, SEP CD and Qualified Plan CD accounts, we apply the daily periodic rate to the ledger balance to calculate interest on your account.
Minimum Balance to Obtain APY Disclosed
You will earn the interest rate and APY disclosed for your Business Savings account if you have a collected daily balance of at least $.01. You will earn the interest rate and APY disclosed for your Association Checking with Interest, IORETA Checking (Connecticut), Municipal Checking with Interest, Municipal Revenue, Municipal Concentration, Municipal Statement Savings, and Variable Rate Savings SEP and Qualified Plan accounts if you have a collected daily balance of at least $.01. You will earn the interest rate and APY disclosed for your Business Money Market account if you have a collected daily balance of at least $10. You will earn the interest rate and APY disclosed for your CD, SEP CD, or Qualified Plan CD account if you have a daily ledger balance of at least $.01. All other interest-bearing accounts earn the interest rate and APY disclosed based on the collected daily balance as described in the Interest Rate Information section of this guide.

Interest Compounding and Crediting Frequency
Except as otherwise provided in this section, interest on your account will compound monthly. Interest is credited on your interest-bearing checking and money market accounts, as well as your municipal savings account, on the day the account statement is produced each month. Interest is credited on your other savings accounts, including your Business Savings and Variable Rate Savings SEP and Qualified Plan accounts, on the last business day of the month. Interest is credited on your interest-bearing checking, savings or money market accounts included in a combined statement on the day the combined statement is produced each month. Interest on your CD and SEP / Qualified Plan CD accounts is credited on the monthly anniversary date of your account or on a date you have chosen at account opening. If you have elected to have the interest on your CD and SEP CD accounts disbursed, interest does not compound on your CD and SEP CD accounts. The interest disbursement option is not available on Qualified Plans. Interest on your IOLTA and IORETA Checking accounts does not compound; interest is credited to your account on the day your statement is produced each month and then transferred to your state bar association (IOLTA) or other appropriate agency (IORETA) based upon the agency’s requested distribution schedule.
**Other Fees**

Account Analysis Maintenance Fee, per month ................................................................. $26
American Express Gift Cheque....................................................................................... $2.50 per cheque
Auction Letter .............................................................................................................. $20
Audit Confirmation ....................................................................................................... $35

Automated Clearing House (ACH) Services

Business Checking
- Per Credit or Debit Item Received ........................................................................ $10
- Per IAT Credit or Debit Item Received ................................................................ $5
- ACH Details and Verification (phone assisted) ..................................................... $5 per item
- ACH FEDI Details (phone assisted) ..................................................................... $30 per item
All other Commercial and Municipal Analyzed Accounts
- Per Credit or Debit Item Received ........................................................................ $2.50
- Per IAT Credit or Debit Item Received ................................................................ $5

Check Orders, Deposit Tickets, Depository Bags and Related Supplies.......................... Price varies

Coin and Currency

The coin and currency statement cycle for business accounts begins and ends one day before the checking account statement cycle.

Commercial Checking, Municipal Checking and Municipal Checking with Interest........ $1 per $1,000 currency furnished; $1.20 per $1,000 currency deposited; $1.12 per coin roll furnished; $4.50 per night bag deposited.

Clearly Better Business Checking, Association Checking, Association Checking with Interest....................................................... $2.50 per $1,000 coin and currency deposited or provided over $5,000 per coin and currency statement cycle.

Business Advisor Checking........................................................................................ $2.50 per $1,000 coin and currency deposited or provided over $20,000 per coin and currency statement cycle.

Business Checking .................................................................................................... $1 per $1,000 coin and currency deposited.

Collection (outgoing, incoming or domestic) ................................................................ $25

Copies (checks, deposit tickets, withdrawal slips or document other than statement) ........................................................................... $5 per copy
Copy / Duplicate Analysis Statement........................................................................ $7

Copy Collection (including Bearer Bond coupons)
Redemption .................................................................................................................. $10 per envelope
Coupons returned unpaid .......................................................................................... $20 per coupon

CPA Confirmation ...................................................................................................... $20

Debit Cards and ATM Cards
Citizens ATMs — withdrawals, transfers, balance inquiries ..................................... Free
Non-Citizens ATMs — for each withdrawal, transfer, balance inquiry, mini-statement. $3
Debit Card and ATM Card Reissue (Standard) ............................................................. Free
Debit Card and ATM Card Reissue (Overnight) ........................................................ $12

Foreign Transaction Fees 1.2% or 3% of the value of transactions made outside the United States and U.S. Territories. The rate will depend on whether the transaction is made in USD or a foreign currency.

Deposit Insurance Assessment.................................................................................... At cost

Dormant Account Fees
Checking ..................................................................................................................... $10 initial fee after one year of inactivity; then $5 per month
Money Market ................................................. $10 initial fee after two years or more of inactivity; then $5 per month

E-Z Deposit Services
Per work station .......................................................................................................... $25
Per item deposited ...................................................................................................... $0.50

Commercial Checking customers and other business deposit customers with analyzed accounts will have different fees and may have those fees offset by earnings credit. Please see your Cash Management Representative for details.

Excessive Transaction Fee (applies to all Money Market accounts)
For each transaction (checks, telephone, online and preauthorized transfers) over 6 or each check or check item over 3 or a combination per statement period ................................................................. $15

Municipal Money Market ......................................................................................... $10 ($25 MA)

Excessive Transaction Fee (applies to all Business Savings accounts, except Municipal Savings accounts)
For each transaction (telephone, online, preauthorized, and automatic transfers/withdrawals) over 6 per calendar month ........................................... $15

Transfers made from Savings Overdraft Transfer Plans are included in limited transactions, but are not subject to the Excessive Transaction Fee.
Other Fees (cont’d)

First Fax
Business Checking .......................................................... $20 per month / $10 per month for each additional account
Business Advisor Checking, Clearly Better Business Checking ...... $22 per month / $9 per month for each additional account
Commercial Checking, Municipal Checking, Municipal Checking with Interest ........................................... $50 per month / $35 per month for each additional account
Inactive Account Processing Fee ........................................... $50*

International Services
Courier Charge for Collection Items ................................ $55
Foreign Check for Collection (in USD outside Canada) .......... $25
Foreign Check for Collection (Minimum check amount $1,000 USD) .................................................. $30
Foreign Check Returned ....................................................... $25
Foreign Check Deposited ..................................................... $5
Foreign Currency Exchange .................................................. $15
Customer .............................................................................. $15
Non-customer ....................................................................... $20
Foreign Drafts ....................................................................... $25
Foreign Draft Cancellations .................................................. $35

Legal Process Fees
Attachment / Bank Execution / Garnishment Tax Levy / Court Order ................................................................. $125
List Post Service ................................................................. $10 per month per account
Money Order or Replacement of Money Order ....................... $5

Maintaining Dual / Multiple Signatures
Maintaining Dual / Multiple Signatures — Dual Signature Service .......................................................... $252 per month
Non-Analyzed Accounts Only — Clearly Better Business Checking, Business Advisor Checking, Association Checking
Maintaining Dual / Multiple Signatures ................................ $0 per month
For these non-analyzed accounts, the dual signature lines are solely for your convenience and internal control purposes only.

Non-Analyzed Account Fee
Commercial Banking customers in Clearly Better Business Checking, Business Advisor Checking, Association Checking .......................................................... $25 per month
Notary Service ...................................................................... Free
Official Check (including replacement) ........................................ $10

Online Banking
Commercial Banking customers in Business Checking, Commercial Checking, Municipal Checking with Interest,
Public Funds Checking, Smart Business Commercial Checking ....... $25 per month
Online Banking / Bill Pay ........................................................ Free
Online Banking Access using Quicken® or Quickbooks® ................. $9.95 per month
Online Banking Access and Bill Payment using Quicken® or Quickbooks® .................................................. $14.95 per month

Overdraft Plans
Savings Overdraft Transfer Plan ........................................ $6 Transfer Fee per item Covered
Overdraft Line of Credit Plan ................................................ $6 Transfer Fee per item Covered
$30° Annual Fee. Interest on outstanding balances.
Overdraft / Returned Item / Sustained Overdraft Fees
Fee per item (check, in-person withdrawal, ATM withdrawal, POS transaction, or other paper, electronic, or type of transaction or debit)
Overdraft Fee ........................................................................ $39° per item paid
Returned Item Fee ................................................................. $39° per item returned
Sustained Overdraft Fee ......................................................... $6.99° per day, up to a total of $699.90
Rejected Check ........................................................................ $1°

Reconciliation ........................................................................ $25 per request
Research ............................................................................. $25 per hour

Retirement Plans
SEP Annual Fee .................................................................... Free
Qualified Plan Annual Fee .................................................... $100
SEP Plan Outgoing Direct Rollover ........................................ Free
Qualified Plan Outgoing Direct Rollover ................................ $25
SEP or Qualified Plan Outgoing Transfer ................................ $25

* These fees may be refunded if the services are not used.

° These fees are subject to change without notice.

CT.MA.RI 12
## Other Fees (cont’d)

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Returned Deposited / Cashed Item</td>
<td></td>
<td>$20</td>
</tr>
<tr>
<td>Redeposited Item</td>
<td></td>
<td>$6.25</td>
</tr>
<tr>
<td>Safe Deposit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Rental Fee</td>
<td>Varies by box size*</td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td></td>
<td>$50 per hour; $25 minimum</td>
</tr>
<tr>
<td>Key Replacement</td>
<td></td>
<td>$25</td>
</tr>
<tr>
<td>Drilling</td>
<td></td>
<td>$150</td>
</tr>
<tr>
<td>Late Fee</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Payment Collection Processing Fee</td>
<td>(assessed if more than 60 days past due)</td>
<td>$15</td>
</tr>
<tr>
<td>Signature Guarantee (customer)</td>
<td>Free</td>
<td></td>
</tr>
<tr>
<td>Paperless eStatement</td>
<td>Free</td>
<td></td>
</tr>
<tr>
<td>Paper Statement</td>
<td>$2 per statement period</td>
<td></td>
</tr>
<tr>
<td>Paper Statement with check images</td>
<td>$3 per statement period</td>
<td></td>
</tr>
<tr>
<td>Stop Payment (including through Bill Pay)</td>
<td></td>
<td>$35</td>
</tr>
<tr>
<td>Telephone Transfer</td>
<td></td>
<td>$25</td>
</tr>
<tr>
<td>TTAX Plus Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal or State Payment</td>
<td></td>
<td>$2.90</td>
</tr>
<tr>
<td>Quarterly Activity Report</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Unavailable Funds Usage Fee</td>
<td>Varies depending on prevailing rate*</td>
<td></td>
</tr>
<tr>
<td>Wire Transfer Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Checking (Analyzed):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Incoming (notice by mail)</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Domestic Outgoing</td>
<td></td>
<td>$20</td>
</tr>
<tr>
<td>Domestic Outgoing (repetitive)</td>
<td></td>
<td>$18</td>
</tr>
<tr>
<td>Interbank (book transfer)</td>
<td></td>
<td>$7.50</td>
</tr>
<tr>
<td>Foreign Incoming USD</td>
<td></td>
<td>$15</td>
</tr>
<tr>
<td>Foreign Incoming Foreign Currency</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Foreign Outgoing USD (non-repetitive)</td>
<td></td>
<td>$35</td>
</tr>
<tr>
<td>Foreign Outgoing USD (repetitive)</td>
<td></td>
<td>$30</td>
</tr>
<tr>
<td>Foreign Outgoing Foreign Currency (non-repetitive)</td>
<td></td>
<td>$30</td>
</tr>
<tr>
<td>Foreign Outgoing Foreign Currency (repetitive)</td>
<td></td>
<td>$20</td>
</tr>
<tr>
<td>Wire FX Detail &amp; Verification</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Outgoing (officer assisted)</td>
<td></td>
<td>$100</td>
</tr>
<tr>
<td>Business Advisor Checking, Clearly Better Business Checking and all other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-analyzed Business Accounts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Incoming (notice by mail)</td>
<td></td>
<td>$18</td>
</tr>
<tr>
<td>Domestic Incoming (notice by phone)</td>
<td></td>
<td>$28</td>
</tr>
<tr>
<td>Domestic Incoming (notice by fax)</td>
<td></td>
<td>$26</td>
</tr>
<tr>
<td>Domestic Incoming Repair (notice by mail)</td>
<td></td>
<td>$21</td>
</tr>
<tr>
<td>Domestic Incoming Repair (notice by phone)</td>
<td></td>
<td>$31</td>
</tr>
<tr>
<td>Domestic Incoming Repair (notice by fax)</td>
<td></td>
<td>$29</td>
</tr>
<tr>
<td>Domestic Outgoing</td>
<td></td>
<td>$30</td>
</tr>
<tr>
<td>Domestic Outgoing (repetitive)</td>
<td></td>
<td>$18</td>
</tr>
<tr>
<td>Foreign Incoming USD</td>
<td></td>
<td>$12</td>
</tr>
<tr>
<td>Foreign Incoming Foreign Currency</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Foreign Outgoing USD</td>
<td></td>
<td>$35</td>
</tr>
<tr>
<td>Foreign Outgoing Foreign Currency (repetitive)</td>
<td></td>
<td>$22.50</td>
</tr>
<tr>
<td>Foreign Outgoing Foreign Currency</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td>Foreign Outgoing Foreign Currency (repetitive)</td>
<td></td>
<td>$8</td>
</tr>
<tr>
<td>Interbank (book transfer)</td>
<td></td>
<td>$5</td>
</tr>
<tr>
<td>Outgoing (officer assisted)</td>
<td></td>
<td>$100</td>
</tr>
<tr>
<td>Commercial Checking, Municipal Checking, Municipal Checking with Interest and all other Analyzed Commercial and Municipal Accounts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Footnotes
1 Waived for Business Advisor Checking
2 May be offset by earnings credit for analyzed accounts.
3 Third party charges may apply.
4 Please refer to Definitions page of this guide for explanation of Overdraft Fees and Returned Item Fees, Sustained Overdraft Fees, Dormant Account Fees, Inactive Processing Fee and application of per item fees.
5 Varies based on amount and country of origin. Delayed funds availability may apply.
6 Unique return policies apply. Foreign bank return item fees, which can vary, may also apply.
7 Quicken and QuickBooks are registered trademarks of Intuit, Inc. Service not available with Clearly Better Business Checking.
8 Waived when you request a single copy of a check, document or statement. No charge in the event of a bank error.
9 Additional information disclosed in the Agreement of the Safe Deposit Agreement
10 $6 Transfer Fee per Item Covered. No Transfer Fee will be charged for Partial Transfers that will not fully cover an overdraft. We will limit to 7 the number of Overdraft Plan Transfer Fees charged per plan on any one business day. Savings Overdraft Transfers are included in the six transfers and pre-authorized debits allowed from savings accounts per calendar month. Please refer to your Deposit Account Agreement for more details on Withdrawal Limitations.
11 $30 Annual Fee (waived for Business Advisor Checking accounts), $6 Transfer Fee per Item Covered, plus interest on outstanding balances. No Transfer Fee will be charged for Partial Transfers that will not fully cover an overdraft. We will limit to 7 the number of Overdraft Plan Transfer Fees charged per plan on any one business day. Credit approval required.
12 The foreign transaction fee amount consists of (1) 2% transaction fee of any debit card purchase amount, non-PIN purchase amount or withdrawal amount and (2) related network fees (either 0.8% or 1%). Foreign is defined as outside of the United States and U.S. Territories.

For more information about how Citizens Commercial Banking can support your business needs, please contact your local Treasury Solutions representative or contact us at 1-877-550-5933.

Citizens reserves the right, on a negotiated basis, to charge accounts which have unusual activity or require special processing.

All business accounts are subject to miscellaneous fees as indicated in this booklet which will be charged to and deducted from the account balance as incurred. Certain miscellaneous fee waivers may apply to Business Advisor Checking Accounts.
Thank you for banking with us.
citizensbank.com
1-800-862-6200

Citizens Bank

Member FDIC
CPBR265T_370859_CTM/MA/RI
Order#03317-CTMARI Rev 8/31/15
Addendum to Business Deposit Disclosures

This addendum amends the Business Deposit Account Agreement and the Business Deposit Accounts Fees and Features Guides for Citizens Bank (a brand name of Citizens Bank, N.A. and Citizens Bank of Pennsylvania) which may be referred to herein as Citizens Bank. As used in this Addendum, the words “you” and “your” individually and collectively mean any and all account holder(s) maintaining an account with Citizens Bank and anyone else with the authority to deposit, withdraw, or exercise control over funds in the account; as well as any person, partnership, corporation, association, limited liability company or other business entity maintaining an account with Citizens Bank. The Deposit Disclosures provided to you at account opening are amended to include and incorporate by reference each section that is mentioned below.

The following changes are applicable to BOTH the Citizens Bank of Pennsylvania Business Deposit Account Agreement and the Citizens Bank of Pennsylvania Business Deposit Account Fees and Features Guide:

Name Change: Effective January 2, 2019, all references to “Citizens Bank of Pennsylvania” in your Business Deposit Account Agreement and your Business Deposit Account Fees and Features Guide shall be changed to “Citizens Bank, N.A."

Telephone Number: If you have questions about the information in your Business Deposit Account Agreement or your Business Deposit Account Fees and Features Guide and your account was opened in PA or NJ, please continue to call us at 1-800-862-6200.

Changes applicable to the Business Deposit Accounts Fees and Features Guides

Business Checking Account Renaming Effective June 12, 2016 (CT, MA, RI, NH, MI, OH, PA/NJ, DE, NY, VT)
The Business Checking account is renamed Citizens Analysis Business Checking and each occurrence of the product name “Business Checking” shall be replaced by the name “Citizens Analysis Business Checking” in the Business Deposit Account Agreement and the Fees and Features Guide.

Account Pricing Page 2, The following fee information has been amended to:

Business Checking (PA, NJ, VT, NY, DE, MI and OH)
Additional Fees per deposit per statement period .......... $0.45

Commercial Checking (All Regions)
Monthly maintenance fee ................................................. $38.00
Additional Fees........................................................... $.42 per check and item paid (effective 1/1/2019);
$1.50 per deposit made; $.22 per item deposited; $45 daily ledger overdraft fee; $9 per month analysis statement fee.

Page 3: (All Regions) Municipal Checking / Municipal Checking with Interest
Monthly maintenance fee ................................................. $38.00
Additional Fees........................................................... $.42 per check and item paid (effective 1/1/2019);
$ 1.50 per deposit made; $.22 per item deposited; $45 daily ledger overdraft fee; $9 per month analysis statement fee.

Interest Rate Information section (CT, MA, RI, MI, OH, NH, page 4; NY, VT, PA/NJ, DE, page 5).
In addition to already available rate sets, the rate sets below may be available to customers whose accounts are managed by Citizens Commercial Banking. Except as offered by these teams, these rate sets are not available.

The following interest rates and annual percentage yields (APY) are accurate as of ___________. Rates are subject to change at any time. All balances referenced are collected daily balance. For current rate information, call 1-800-862-6200.

<table>
<thead>
<tr>
<th>Interest Rate is:</th>
<th>APY is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Money Market (for Citizens Commercial Banking accounts only)</td>
<td></td>
</tr>
<tr>
<td>BALANCE $250,000,000 OR MORE</td>
<td></td>
</tr>
<tr>
<td>$150,000,000 - $249,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$100,000,000 - $149,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$50,000,000 - $99,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$25,000,000 - $49,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$10,000,000 - $24,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$5,000,000 - $9,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 - $4,999,999.99</td>
<td></td>
</tr>
<tr>
<td>BELOW $1,000,000</td>
<td></td>
</tr>
</tbody>
</table>
Association Checking with Interest I (for Citizens Commercial Banking accounts only)

<table>
<thead>
<tr>
<th>BALANCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$250,000,000 OR MORE</td>
<td></td>
</tr>
<tr>
<td>$150,000,000 - $249,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$100,000,000 - $149,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$50,000,000 - $99,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$25,000,000 - $49,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$10,000,000 - $24,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$5,000,000 - $9,999,999.99</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 - $4,999,999.99</td>
<td></td>
</tr>
<tr>
<td>BELOW $1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

Definitions section (MA, CT, RI page 8, DE, NH page 9; PA, MI, OH page 10; VT, NY page 11)

Changes to Inactive Account Processing Fee

The Inactive Account Processing Fee has been replaced by the Escheatment Servicing Fee and each occurrence of the fee name “Inactive Account Processing Fee” shall be replaced with the following content:

Inactive Account Processing Fee

Escheatment Servicing Fee: A fee is assessed for the servicing of accounts that qualify for escheatment (delivery of funds to the state of the account’s address on file). An account qualifies for escheatment when it has been inactive for the period of time specified under state law to be considered abandoned. This fee is not imposed on accounts that qualify for escheatment in New Jersey and Connecticut.

Other Fees section (CT, MA, RI page 11; DE, NH page 12; MI, OH, PA, NJ page 13; NY, VT page 14).

Account Analysis Maintenance Fee, per month (applicable to analyzed Commercial/Municipal accounts) .... $26.00

Coin and Currency Commercial Checking, Municipal Checking and Municipal Checking with Interest $1.50 per $1,000 currency furnished by branch (effective 1/1/2019); $1.30 per $1,000 currency deposited in branch; $0.15 per coin roll furnished by branch.

Other Fees and Services (MA, CT, RI, page 12, DE, NH page 13; PA, MI, OH page 14; VT, NY page 15).

Inactive Account Processing Fee is replaced with:

Escheatment Servicing Fee: $50.00 or remaining account balance, whichever is less.

Footnotes section (MA, CT, RI page 14; DE, NH page 16; PA, MI, OH page 17; VT, NY page 18).

Footnote 4 is replaced with:

Footnote 4 Please refer to Definitions page of this guide for explanation of Overdraft Fees and Returned Items Fees, Sustained Overdraft Fees, Dormant Accounts Fees, Escheatment Servicing Fee and application of per item fees.

Changes to Overdraft Plans Effective June 13, 2016

Definitions section (CT, MA, RI page 8; NH, DE, PA, NJ page 9; MI, OH, VT page 10; NY page 11).

Overdraft Plans: If you have an Overdraft Plan — Savings Overdraft Transfer or Overdraft Line of Credit — transactions that would create an overdraft on your account may be honored in accordance with our Overdraft Plan Agreement(s) with you. We will transfer available funds from a savings account or an Overdraft Line of Credit. Transfer Fees will be charged to your checking account on the business day following the transfer. Savings Overdraft Transfers are included in the six transfers and preauthorized debits allowed from savings accounts per calendar month. Please refer to your Deposit Account Agreement for more details on Withdrawal Limitations. Please see the Other Fees section of this guide for Overdraft Plan annual and transfer fee amounts.

Other Fees section (CT, MA, RI page 12; DE, NH page 14; MI, OH, PA, NJ page 15; NY, VT page 16).

Overdraft Plans

Savings Overdraft Transfer Plan: $12 Transfer Fee per day for each day a transfer(s) occurs

Overdraft Line of Credit Plan: $12 Transfer Fee per day for each day a transfer(s) occurs

$30 Annual Fee. Interest on outstanding balances.

Footnotes section (CT, MA, RI page 14; NH, DE page 16; MI, OH, PA, NJ page 17; NY, VT page 18).

Footnote 1 Waived for Business Advisor Checking

Footnote 2 $12 Transfer Fee per day for each day a transfer(s) occurs. Savings Overdraft Transfers are included in the six transfers and preauthorized debits allowed from savings accounts per calendar month. Please refer to your Deposit Account Agreement for more details on Withdrawal Limitations.

Footnote 3 $30 Annual Fee (waived for Business Advisor Checking accounts), $12 Transfer Fee per day for each day a transfer(s) occurs, plus interest on outstanding balances. Credit approval required.

Minimum Opening Deposit Effective June 12, 2016

Effective June 12, 2016, a business checking, savings or money market account can be opened with any minimum deposit amount. The Minimum Opening Deposit amounts referenced in the Business Fees and Features Guide for Checking Accounts, Savings Accounts and Money Market Accounts will change to “Any.”
Sustained Overdraft Fee - Effective March 7, 2016

Sustained Overdraft Fee: If your account remains overdrawn for 4 consecutive business days, on the 5th business day we will charge a Sustained Overdraft Fee of $30. An additional $30 fee will be charged on the 8th business day if your account remains overdrawn for 7 consecutive business days, and on the 11th business day if your account remains overdrawn for 10 consecutive business days, up to a total of $90.

Sustained Overdraft Fee ................................................................. $30.00

If your account is overdrawn on the date of this change, March 7, and it becomes subject to a Sustained Overdraft Fee, we will charge a $30 fee as applicable for days 4, 7 and 10 consecutively overdrawn from the date of your initial overdraft (found on your Overdraft Notice).

If you have already been charged the current fee of $6.99 per day during your sustained overdrawn period, total fees will not exceed $96.99 during this pricing transition only.

CT, MA, RI, page 7

The following accounts are exempt from Sustained Overdraft Fees: Business Advisor Checking, Business Checking, Municipal Checking and Money Market Accounts, Public Funds Checking and Money Market Accounts, Commercial Checking and Insured Money Market.

NH, page 8

The following accounts are exempt from Sustained Overdraft Fees: Business Advisor Checking, Business Checking, Municipal Checking and Money Market Accounts, Commercial Checking and Insured Money Market.

MI, OH, page 9

The following accounts are exempt from Sustained Overdraft Fees: Business Advisor Checking, Business Checking, Municipal Checking and Money Market Accounts, Public Funds Checking and Money Market Accounts and Commercial Checking.

PA, NJ, DE, page 9

The following accounts are exempt from Sustained Overdraft Fees: Business Advisor Checking, Business Checking, IOLTA Checking, Municipal Checking and Money Market Accounts, Commercial Checking and Insured Money Market.

NY, VT, page 10

The following accounts are exempt from Sustained Overdraft Fees: Business Advisor Checking, Business Checking, Municipal Checking and Money Market Accounts, Public Funds Checking and Money Market Accounts and Commercial Checking.

Account Features - Interest Rate Information (MA, CT, RI page 9, DE page 10 and PA page 10)

Delete the last 2 sentences in paragraph 1 and replace with “If you close an interest-bearing checking, savings, money market or CD account before interest is credited, you will receive the accrued interest.

Account Features - Interest Rate Information (NH page 10, MI/OH page 11, VT page 12)

Delete the last sentence in paragraph 1 and replace with “If you close an interest-bearing checking, savings, money market or CD account before interest is credited, you will receive the accrued interest.

Account Features - Interest Rate Information (NY page 12)

Delete the 4th sentence in paragraph 1 and replace with “If you close an interest-bearing checking, savings, money market or CD account before interest is credited, you will receive the accrued interest.

Other Fees section (CT, MA, RI, page 12; NH, DE, page 13; MI, OH, PA/NJ, page 14; NY, VT, page 15).

E-Z Deposit Services section with fees is removed.

This is no longer available as a stand alone service. Contact your Cash Management Representative for details.

Excessive Transaction Fee

Excessive Transaction Fee (applies to all Money Market accounts) is replaced with the following: Excessive Transaction Fee (applies to all Money Market accounts except Business Money Market Savings).

First Fax section with fees is removed.

Maintaining Dual/Multiple Signatures- Effective January, 1, 2019

Maintaining Dual / Multiple Signatures (Analyzed Accounts Only — Municipal Checking with Interest, IOLTA Checking, Client Trust Checking, Commercial Checking, Municipal Checking). Dual Signature Service.................$35.00 per month.

Other Fees section (CT, MA, RI, page 12; NH, DE, page 14; MI, OH, PA/NJ, page 15; NY, VT, page 16).

Sustained Overdraft Fee - Effective March 7, 2016

Overdraft / Returned Item / Sustained Overdraft Fees

Sustained Overdraft Fee ......................................................... $30° after days 4, 7 and 10 overdrawn, up to a total of $90

If your account is overdrawn on the date of this change, March 7, and it becomes subject to a Sustained Overdraft Fee, we will charge a $30 fee as applicable for days 4, 7 and 10 consecutively overdrawn from the date of your initial overdraft (found on your Overdraft Notice). If you have already been charged the current fee of $6.99 per day during your sustained overdrawn period, total fees will not exceed $96.99 during this pricing transition only.

*Please refer to Definitions page of this guide for explanation of Overdraft Fees and Returned Item Fees, Sustained Overdraft Fees, Dormant Account Fees, Inactive Processing Fee and application of per item fees.
Changes applicable to the Business Deposit Account Agreement

Section A: Establishing an Account, Section 7, page 3: Authorized Signers—End of First Paragraph.

• The following sentence is added to the end of the First Paragraph: Additional details regarding dual signing are set out in the following paragraphs.

Section A: Establishing an Account, Section 7, page 3: Authorized Signers, Subsection Titled “Non-Analyzed Accounts Only: Business Green Checking, Business Advisor Checking, and Association Checking”

• In this section, Business Green Checking is replaced with Clearly Better Business Checking™.


• The following sentence is added to the end of the First Paragraph: Please note that Dual Signature Services are not available for checks presented to our branch tellers for encashment.

• The Second Paragraph is deleted in its entirety and replaced with the following substitute paragraph:

The signatures of the required number of authorized signers named on your signature card will be required to appear on every check you issue that exceeds the pre-set dollar amount threshold. Each check deposited with us or received by us through the collection process from another financial institution (e.g., bank of first deposit) will be reviewed by bank personnel to identify if it bears the required number of authorized signatures. If a check does not bear the required number of signatures it will be classified as “suspicious”. If a check is classified as suspect we will return the check except in very rare instances, where we believe you would suffer adverse consequences if the check was dishonored. An example of such a situation would be a check representing a tax payment to the IRS. If you subscribe to Dual Signature Services, you agree that you have authorized us to return all checks which do not have the required number of signatures and that you will hold us harmless and free from all liability for returning all suspect checks. Please note that checks which bear more than one signature are subject to the same rules as all checks, in that we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe in good faith that any of the signatures appearing on such checks or instructions is not genuine.
Section B. General Terms and Conditions (Citizens Bank, Section 7, page 9: Withdrawals).

• In the last paragraph of this section, “interest-bearing checking” is deleted.

Section B. General Terms and Conditions (Citizens Bank, Section 4, page 7: Deposits).

• The first two paragraphs are replaced as follows:

You may make a deposit into your account in person at any of our branch offices, by mail, or by any other method we make available, such as at any of our automated teller machines (ATMs) or night depositories. We are not responsible for deposits made by mail, night depository, ATM or other outside depository until we actually record the receipt of such deposits in our books and records. We may require a completed deposit slip or other such documentation to accompany your deposit.

In those limited circumstances where deposit slips are required to be used when making a deposit consisting of checks, image replacement documents or other negotiable instruments, when we accept your deposit we may provisionally credit your account for the amount declared on your deposit slip and later verify the accuracy of that amount, though we reserve the right not to do so in every case. You must ensure that the amounts declared on your deposit slip are correct even if you did not prepare the deposit. If later we determine that the amounts declared on the deposit slip are incorrect, and the amount of the error in completing the deposit is $5.00 or more, we will adjust (debit or credit) your account. We may make the adjustment without prior notice to you and the amount of your deposit (including any adjustment) will appear on your account statement. However, if the error in completing the deposit slip is less than $5.00 then, following additional review, we may determine not to adjust the deposit. This means that if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property.

Section B. General Terms and Conditions (Citizens Bank of PA, Section 7, page 9: Withdrawals).

• In the last paragraph of this section, “interest-bearing checking” and “and under Pennsylvania law Citizens Bank of Pennsylvania is required to reserve the right to require at least 14 calendar days’ written notice before you withdraw money from your checking account that pays interest.” are deleted.

Section B: General Terms and Conditions, Payment of Checks and Other Transactions (Citizens Bank, Section 13, Page 12; Citizens Bank of PA, Section 12, Page 12).

Effective February 6, 2017 the Posting Order chart is deleted in its entirety and replaced by the chart below:

<table>
<thead>
<tr>
<th>Posting Order</th>
<th>Transaction Type</th>
<th>How They Are Posted</th>
</tr>
</thead>
</table>
| 1st           | Available deposits | • Deposits are credited (added) as soon as they are “available.”  
• Availability varies depending on the type of deposit and where it was made.  
• For more information on when your deposits become available refer to this Business Deposit Account Agreement. |
| 2nd           | Overdraft Fees and Returned Item Fees (per item charge if account is overdrawn) | • These withdrawals are processed in the order of highest-to-lowest dollar amount. |
| 3rd           | ATM withdrawals  
Debit card transactions  
Transactions executed by a teller in a branch (including cashed checks)  
Account transfers | • These withdrawals are all processed in the chronological order the transactions were conducted according to the date and time provided to us.  
• As a result, your prior day transactions will post before your current day transactions.  
• The time we receive items for posting may differ from the time shown on your receipt. Transactions without date and/or time will then be posted in the order of lowest-to-highest dollar amount. |
| 4th           | Checks (other than those cashed at the teller)  
ACH transactions  
Online Banking payments  
Preauthorized Debits (e.g., recurring monthly payments) | • These withdrawals are processed in the order of highest-to-lowest dollar amount. |
Section B: General Terms and Conditions, Insufficient Funds, Overdrafts and Returned Items (Citizens Bank, Section 14, Page 15; Citizens Bank of PA, Section 13, page 15).

The fifth paragraph is deleted in its entirety and replaced with the following substitute paragraph: If your account remains overdrawn, starting a specific number of business days after your account goes into overdraft status, we will charge a Sustained Overdraft Fee for a given number of business days.

Section B: General Terms and Conditions, Correspondence (Citizens Bank, Section 30, page 20; Citizens Bank of PA, Section 29, page 20).

The following paragraph is added to these sections: You authorize us (and our affiliates, agents and contractors) to contact you at any number you provide to us, from which you call us, or at which we believe we can reach you, and that we may contact you for any reason, including regarding any request you make for a loan or other product, to service or collect on every account you currently have with us or may have with us in the future and regarding any other products or services we are providing to you or which we provide to you in the future. You authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them.

Section B. General Terms and Conditions.

The following new section is added to the end of Section B: (Citizens Bank, section 46, page 23; Citizens Bank of PA, section 45, page 23)

Arbitration Agreement

This section constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

Special Definition of “We,” “Us” and “Our”

Solely for purposes of this Arbitration Agreement, the terms “we,” “us” and “our,” in addition to the meanings set forth in this Business Deposit Account Agreement (the “Account Agreement”), also refer to our employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, successors and assigns.

Binding Arbitration

If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A “claim” or “dispute,” as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the Account Agreement (including any renewals, extensions, addendums or modifications) or the deposit relationship between us. It includes any disagreement relating in any way to services, accounts or any other matters; to your use of any of our banking facilities; or to any means you may use to access your account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include disagreements about the meaning, application or enforceability of this arbitration agreement.

TRIAL WAIVER

YOU AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT. As the sole exception to this arbitration agreement, you and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court’s jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.
CLASS ACTION AND CLASS ARBITRATION WAIVER
NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.

Arbitration Procedures
You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or JAMS according to such forum’s rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: adr.org

JAMS
1-800-352-5267 (toll-free)
Website: jamsadr.com

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

If you initiate the arbitration, you must notify us in writing at:

Citizens Bank
PO Box 6067
Providence, RI 02940-6067

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

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The arbitrator will follow applicable substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction. You and we agree that in our relationship arising from this Account Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us. No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

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

Arbitration Award and Appeal
The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled “Arbitration Costs.” Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Severability and Survival
If any part of this Arbitration Agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the
remainder shall be enforceable. The Class Action Waiver is non-severable and if it is deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be void and null. This Arbitration Agreement shall survive the closing of your account and the termination or modification of any relationship between us.

**Notice and Cure; Special Payment**
Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at:

Citizens Bank  
PO Box 6067  
Providence, RI 02940-6067

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

**Collection Costs**
You are liable for all amounts charged to your account, whether by offset, overdraft, lien or fees. If we take court action or commence an arbitration proceeding against you to collect such amounts, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and reasonable attorneys’ fees, should we prevail in such court action or arbitration. In the case of a joint account, each account owner is jointly and severally liable for all amounts charged to the account regardless of which owner incurred the charges to the account.

**Rights Preserved**
This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

**Right to Cancel or Opt Out of This Arbitration Agreement**
You may opt out of this Arbitration Agreement to resolve any claim or dispute by arbitration. To opt out of this Arbitration Agreement, you must send us written notice of your decision within forty-five (45) days of the opening of your account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Account Agreement. It should include your name, address, account name, account number and your signature and must be mailed to:

Citizens Bank  
PO Box 6067  
Providence, RI 02940-6067

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

**Section C. Business Debit Card and Business ATM Card Transactions**

**Section 1: ATM Transactions, page 24.**

Replace this sentence, “You may also use your debit card wherever MasterCard® Debit is accepted.” with “You may also use your debit card wherever Visa® Debit is accepted.”

Replace subsection 1e with the following: Loan payments may not be made at ATMs we own or operate.

Section 1f is amended by adding the following:

1f (i) If you choose to store your debit card information with any third parties, we may also share updates to this information with these third parties (this only applies to third parties with whom you elect to share this information).

Not all third parties participate in this update service. So, to ensure your debit card information is updated timely to prevent missed recurring payments, you should also update your debit card information directly with the third parties.

Always remember that if you elect to share any account information with a third party, you are responsible for any transfer or payment that the third party makes from your account, even if that third party exceeds your authorization, and for any other issues that arise with respect to your account and/or information contained in your account, by virtue of the fact that you shared your account information.

**Section 3: Ownership of Cards, (Citizens Bank, page 24; Citizens Bank of PA, page 25).**

This section is replaced by the following: We own every Card we issue to you and any Authorized Person and reserve the right to reissue it at
any time. You and any Authorized Person may not transfer such Cards to any other person. You and any Authorized Person agree to return Cards to us immediately upon our request. If this Agreement is terminated and you or any Authorized Person thereafter attempts to use a Card at an ATM, point-of-sale terminal or other approved electronic banking terminal or device, the Card may be retained. A Card may also be retained on the occurrence of certain other events. We have the right not to return or issue a Card to you or any Authorized Person if a Card is used for an improper purpose by you or any Authorized Person. We also have the right to request the return of all Cards issued to you and any Authorized Person based on the improper use of a Card by you or any Authorized Person.

Section D: Funds Availability Disclosure

Section 1 Your Ability to Withdraw Funds, Page 27.

Effective November 1, 2018, the paragraph is deleted in its entirety and replaced by the following substitute paragraph:

Special Rules: Longer delays may apply based on items deposited, account history or if you have recently opened your account with us. If there is a delay, due to non-Citizens Bank check deposits, the first $200 of your total daily deposits will be available the next business day.

Section 2 Longer Delays May Apply, Page 28.

Correction: the word “ninth” in the last sentence of the last Paragraph of Section 2 is replaced with the word “seventh”.

Section 3, Special Rules for New Accounts, Page 28.

This section is deleted in its entirety and replaced with the following substitute section: If you are a new customer, the following special rules will apply during the first 27 days your account is open. If the 27th day does not fall on a business day, these special rules will apply through the first business day after the 27th day. We may make the first $200 of your deposits of items drawn on another bank available to you for withdrawal on the next business day after the day of your deposit. Funds from electronic direct deposits to your account, wire transfers and cash deposits made in person to one of our employees will be available on the same day we receive the 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 federal, state and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip, which can be obtained upon request at any branch). The excess over $5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on any subsidiary bank of Citizens Financial Group, Inc. will be available on the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.