

Disclosure Statement for Health Care Resident Accounts

IMPORTANT NOTE: 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 with us, 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. We may validate the information you provided to us to confirm we have a reasonable assurance of your identity. We may contact you for additional information. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

INTRODUCTION:

This is a disclosure statement about "your" (meaning the consumer who is the owner of the account, also referred to as "you") Health Care Facility Resident Account(s) (each an "Account") at Amalgamated Bank (the "Bank", "we" or "us"). The following terms and conditions apply to and govern your Account(s).

Your Account(s) is (are) your: (i) Resident Direct Deposit Account (a demand account with no checking writing privileges), and/or (ii) Resident Personal Needs Account (a savings account), and/or (iii) Burial Funds Account (a savings account).

For additional terms and conditions governing the Account(s), please see the Bank's agreement for nursing home residents and/or your agreement with the health care facility where you reside (the "Health Care Facility"¹) or your Health Care Facility Administrator regarding the Account(s) (such agreements, individually and collectively referred to as, "Special Agreement"). Such Special Agreements include any written authorization by you to the Health Care Facility to manage your Account(s).

¹ In the disclosure statement, a Health Care Facility means nursing home, community residence for persons with disabilities or similar facility as determined by the Bank. A reference to a Health Care Facility also includes, in Pennsylvania, its Administrator.

SECTION I - TERMS AND CONDITIONS APPLICABLE TO YOUR SPECIFIC ACCOUNT(S)

A. YOUR RESIDENT DIRECT DEPOSIT ACCOUNT: The following terms and conditions apply only to your Resident Direct Deposit Account.

1. Balance Requirements. There is no minimum balance to open your Resident Direct Deposit Account as described herein.

2. Pre-authorized Withdrawals. All funds in the Resident Direct Deposit Account as of the 4th day of each month and/or the subsequent 2nd, 3rd, and 4th Wednesday of each month will automatically be transferred by the Bank from the Resident Direct Deposit Account on these dates in accordance with the terms of your Special Agreement.

3. Account Statements. If there was account activity during the previous month, the Bank will issue a monthly statement showing that activity. It is important to note that in accordance with Section II below, your Health Care Facility will receive your Resident Direct Deposit Account statement on your behalf.

4. Rate Information. This is a demand account and no interest is earned on deposits in this Account(s).

5. Fees. At the current time, there are no fees charged to deposits in this Account(s). We reserve the right to change this policy at any time. You will be notified of any such changes.

6. Transaction Limitations. Even though deposits into this Account(s) are from private pension funds or the U.S. Treasury Department, your Health Care Facility shall manage your Resident Direct Deposit Account on your behalf, including making any and all withdrawals from such account, in accordance with the Special Agreement. You may not, without your Health Care Facility's express written consent, make withdrawals to the Resident Direct Deposit Account.



7. No Checks. No checks are issued with this Account(s).

8. Bank Secrecy Act. Certain deposits and withdrawals will be subject to the Bank Secrecy Act and other Federal and state reporting provisions.

B. YOUR RESIDENT PERSONAL NEEDS AND BURIAL FUND ACCOUNTS:

The following terms and conditions apply only to your Personal Needs Account and/or Burial Funds Account. This is an interest-bearing account.

	RESIDENT PERSONAL NEEDS	BURIAL FUNDS ACCOUNTS
Annual Percentage Yield	0.10%	0.10%
Interest Rate	0.10%	0.10%
Effective Date	10/2016	10/2016

1. Interest Rate. Interest is always quoted as an “Interest Rate.” This refers to the annual simple interest the account will earn. Your Personal Needs and Burial Funds Account are savings accounts (individually and collectively referred to as a “Savings Account”), and currently earn interest at the Interest Rate shown in Table A above. This is a Variable Rate that can change from time to time at the Bank’s sole discretion.

2. Annual Percentage Yield. If the Account balance and all earned interest are left on deposit for a full year and the Interest Rate disclosed above remains in effect for that period, your Savings Account will earn interest based on the Annual Percentage Yield (“APY”) shown in Table A above.

3. Interest Computation. We use the daily balance method to calculate the interest on your Savings Account. This method applies a periodic rate to the principal in the Savings Account each day.

4. Balance Requirement. There is no minimum balance to open your Savings Account.

5. Balance to Earn Interest. There is no requirement that you maintain a minimum balance to obtain the disclosed APY.

6. Compounding and Crediting Frequency. Interest will be compounded on a quarterly basis. Interest accrued will be credited to your Savings Account as of the close of business on the last business day of each quarter. If the Savings Account is closed before interest is credited, you will not receive the accrued interest for that quarter.

7. Interest Accrual. Interest begins to accrue on the business day your deposit is made to your Savings Account.

8. Transaction Limitations. The Health Care Facility shall manage your Savings Account on your behalf, including making any and all withdrawals from or deposits to your Savings Account, in accordance with the Special Agreement. You may not, without your Health Care Facility’s express written consent, make deposits or withdrawals to the Savings Account.

9. Account Statements. The Bank will issue a statement of your Savings Account(s) at least quarterly after the March, June, September and December interest crediting dates. A monthly statement will be issued for any month the Savings Account(s) was debited or credited by an electronic funds transfer. It is important to note that in accordance with Section II below, your Health Care Facility will receive your Savings Account statement on your behalf.

10. Maintenance Fees. At the present time, we do not charge a fee to maintain your Saving Account(s). We reserve the right to change this policy at any time. You will be notified of any such changes.

11. Bank Secrecy Act. Certain deposits and withdrawals will be subject to the Bank Secrecy Act and other Federal and state reporting provisions.

SECTION II-GENERAL TERMS AND CONDITIONS OF YOUR ACCOUNT(S)

A. Agreement. Each Account is governed by: the terms and conditions hereof; applicable state and federal laws and regulations; the rules, regulations and restrictions of the Board of Governors of the Federal Reserve Board, the Federal Deposit Insurance Corporation (FDIC) and the Department of the Treasury; local Clearing House rules; and any agreement(s) you may have with the Bank and/or Health Care Facility regarding your Account(s) in effect from time to time, and by the Bank’s



operating policies, procedures and schedules (collectively, the terms “terms and conditions of your Account(s)”). The terms and condition of your Account(s) constitutes the Bank’s rules and regulations governing your Account(s). By opening or maintaining your Account(s), or authorizing your Health Care Facility to do so, you agree to be bound by the terms and conditions of your Account(s).

B. Rights to be Exercised by Health Care Facility Unless Authorization to Health Care Facility is Terminated or Inapplicable. You represent to the Bank that you have authorized the Health Care Facility to open and manage your Account(s) on your behalf (“Authorization”), and acknowledge that the Bank will rely on this representation. You, further, acknowledge that with such Authorization in effect, only the Health Care Facility can give instructions to the Bank regarding your Account(s) and transactions in your Account(s), including any Electronic Funds Transfers to and from your Account(s), or exercise your rights with respect to your Account(s); the Health Care Facility will receive statements and notices from the Bank on your behalf; and the Bank will communicate with the Health Care Facility regarding your Account(s) and any transactions in your Account(s), including any Electronic Funds Transfers to and from it. Your Authorization will continue to be effective until the Bank receives written notice from you terminating such authorization.

C. Deposit Made by Bank or Third-Party Mistake. If, by mistake of the Bank or any other financial institution or any sender of the order to pay funds into your Account(s), funds to which you are not entitled are deposited into your Account(s), the Bank, unless prohibited by law, may remove these funds from the Account(s) without reimbursement or prior notice to you.

D. Occasions When Withdrawals and Debits May be Refused by the Bank. The Bank may refuse to permit withdrawal(s) or debits to any of your Account(s) if, for instance:

1. A dispute exists about the Account(s) of such a nature that, were the Bank to permit you to withdraw from or debit the Account(s), the Bank might be exposed to legal liability.
2. The Special Agreement or any other agreement entered into connection with the Account(s) will not permit the withdrawal, because it would exceed

the number, frequency or withdrawal amount permitted, or would violate any other limitation applicable, under any such agreement.

3. A problem with the Bank’s equipment prevents us from knowing your Account balance.

Note: For limitations on the Bank’s liability for failure to complete an electronic funds transfer to or from your Account(s) on time or in the right amount, see Section IV below (“Electronic Funds Transfer”).

E. Bank’s Reservation of Right to Require Notice of Debits and Withdrawals. The following events will probably never happen, but they are provided for by law: Amalgamated Bank reserves the right to require seven days’ advance notice that you intend to withdraw funds from your Savings Account. We can refuse to permit a withdrawal in such cases if we have not received the required notice.

F. Death or Incompetence. In the event of your death, incompetence or other disability, the Bank may delay making any payment from the Account(s) until all legal requirements are met and all documents required by the Bank have been provided.

G. Bank’s Discretion to Close Your Account(s). The Bank may close your Account(s) at its sole discretion at any time. If we do so, we will notify you in writing and may mail you our official Bank check for the account balance.

H. Bank’s Records of Your Account(s). The Bank will note all your deposits and withdrawals in the Bank’s records. The Bank’s records, in the absence of obvious error or gross negligence, will control if you claim that the Account balance or other information in your periodic account statement is in error.

I. Deposit Insurance. Accounts at the Bank generally are insured up to \$250,000 per depositor by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may visit www.fdic.gov, write to the FDIC Division of Depositor and Consumer Protection, Deposit Insurance Outreach Section at 550 17th Street, NW, Washington, DC 20429-9990 or call the FDIC’s toll-free consumer hotline at 877-ASK-FDIC (877-275-3342).

J. Reimbursement of Bank’s Costs and Expenses. You agree to reimburse the Bank for any loss, liability, damage, cost or expense (including, but not limited to, reasonable attorneys fees) incurred by the Bank

(“costs and expenses”) in connection with any matter relating to you or your Account(s), unless caused by the Bank’s negligence or willful misconduct. This includes (but not limited to) costs and expenses in connection with any: (i) legal proceeding or process, (ii) dispute or (iii) attempt to resolve any such legal proceeding or process or dispute.

K. Right of Setoff. Subject to restrictions which may be imposed from time to time by applicable law, the Bank may without prior notice to you withdraw any or all of the money from any Account(s) you have with the Bank and apply that money to reduce any indebtedness that you owe the Bank as borrower, guarantor, or otherwise, even if this withdrawal results in an interest penalty or dishonor of checks presented for payment. This will also apply to any garnishment or levy against the Account(s). In the case of a garnishment or levy, the Bank may refuse to allow withdrawals from the Account(s) until the dispute is resolved.

Note: If your Account(s) is at one of our branches in New York State, the following applies: We will not exercise the right of setoff if your Account(s) receives direct deposit of Social Security or Supplemental Security Income benefits.

L. Reimbursement of Returned U.S. Governmental and Other Direct Deposit Payments. If for any reason the Bank must reimburse the U.S. Government or any other direct deposit payor for all or any portion of any benefit or other payment directly deposited into your Resident Direct Deposit Account, the Bank may, without prior notice to you, deduct the amount returned to the U.S. Government or other payor from the Account(s), unless prohibited by law, or from any of your other account(s) at the Bank.

M. Legal Process Against Your Account(s). If the Bank receives legal process (such as a subpoena, tax levy, restraining notice, attachment, garnishment, search warrant, forfeiture order or the like) against you, or if your Account(s) is blocked by law, the Bank will not be liable to you for any sums of money we may be required to pay, or for preventing or restricting any withdrawal from or debit to your Account(s), because of such legal process or government action, even if such payments or prevention or restriction of withdrawals or debits leave insufficient available funds to pay any check or any other item you have

drawn against the Account(s) or prohibit the Health Care Facility to transfer funds from your Account. If we must comply with a legal order from a court or other governmental authority that requires us to hold or deliver funds in your Account(s) or respond to a subpoena for records of your Account(s), a fee may be charged to your Account(s) for each order or subpoena (see Amalgamated Bank’s Personal Fee Schedule

Notice of possible exemption: You should be aware that under federal and state laws some types of funds that are deposited into your Account(s) may be exempt from the claims of third parties (including creditors) to satisfy judgments and orders. The following is a partial list of the types of deposits which may be exempt from third party claims: supplemental security income, social security benefits, public assistance, workers’ compensation/disability benefits and veteran benefits. If you think that any portion of the money in your Account(s) which is being held by us or paid to a third party under legal process served on the Bank is exempt, then you need to promptly contact the third party claimant (such as a creditor) and explain why some or all of your money on deposit is exempt from their claim.

N. Adverse Claims. In response to notice of any adverse claim to your Account(s) or the funds in your Account(s), the Bank may, at its discretion and as permitted by law, refuse to pay out any money from your Account(s), or charge any of your Account(s) in the amount of the claim and to hold this amount in a separate or commingled account pending resolution of the claim and may act as otherwise permitted by law. If the Bank decides to charge your Accounts, the Bank will notify you in a timely manner. The Bank may exchange information with others concerning any adverse claim made.

O. Third Party Disclosure. The Bank may disclose information about your Account(s) or transactions in your Account(s) to third parties, including the Health Care Facility, when required or not otherwise prohibited by law, in situations which may include but are not limited to the following:

When requested by your Health Care Facility,

When it is necessary to complete transactions or resolve errors involving your Account(s),

To comply with legal process, such as levies, orders or subpoenas from government agencies or courts, or inquiries from government agencies that are otherwise permitted by law,

To verify the existence and condition of your Account(s) to third parties such as a credit bureau or merchant,

When the Bank decides it is appropriate, in connection with its exercise of any of its rights against you or any third party,

In accordance with any requirements of law,

If the Bank is dissatisfied with, how you are handling your Account(s) or any transactions,

Concerning any adverse claim made against the Bank in connection with your Account(s),

When you have given your written consent, or

After your Account(s) is (are) closed.

P. Changes in Terms and Conditions. Subject to applicable law, the Bank may from time to time, in its sole discretion, change the terms and conditions, which apply to and govern your Account(s). The Bank may also change the interest rates, the minimum account balance requirements, the service and maintenance charges and the banking hours from time to time. We will give you written notice 30 days prior to making any change which will result in increased cost to you. Each of the changes will be binding on you and the Account(s) upon our notification to you as required by law.

Q. Waiver by Bank. The Bank reserves the right to waive the enforcement of any of the terms and conditions, which apply to and govern your Account(s), in connection with any transaction or series of transactions. Any such waiver will not affect the right of the Bank to enforce any of its rights with respect to any other transaction or series of transactions with you and is not sufficient to modify any of the terms and conditions with which apply to your Account(s).

R. Notices. Any written notice, which you give to the Bank, is effective when it is actually received by the Bank at the Customer Service, Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001 or as otherwise provided in any applicable Special Agreement regarding your Account(s) then in effect.

Any notice required or permitted to be given under this Agreement by the Bank to you may, in the Bank's sole discretion, be given to you or the Health Care Facility on your behalf. If such notice is in writing it is effective three business days after mailing or when delivered or received at your address or the address of the Health Care Facility, as appropriate, as reflected on the Account(s) records, whichever is sooner.

S. Miscellaneous.

1. Governing Law. You agree that any legal action or proceeding of whatever type or nature, arising from, out of, or in connection with your Account(s) or any transaction involving your Account(s) or claim of injury, loss, or damage relating to such account (each such, a "Legal Action") will be governed by the laws of New York State without giving effect to conflict of laws principles.

2. Waiver of Jury Trial. YOU AND THE BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH LEGAL ACTION. ANY JUDICIAL PROCEEDINGS WITH RESPECT TO ANY SUCH LEGAL ACTION SHALL TAKE PLACE WITHOUT A JURY.

3. Jurisdiction; Venue; Service of Process. You agree in connection with any such Legal Action that: (i) you shall submit to the non-exclusive jurisdiction of federal and state courts located in New York State; (ii) trial will take place in New York County; and (iii) the Bank can serve any legal process on you by mailing it to your most recent address appearing on the Account(s) records.

4. Counterclaims Waived. If we sue you with respect to any account or service, you will not sue us in that same lawsuit for any claim or raise any defense that does not arise out of the same transaction.

5. Limitation of Liability.

a. **Force Majeure or Third-Party Action.** We will not be liable if circumstances beyond our control prevent a transaction or if the funds in your Account(s) are or may be subject to legal process or other claim.

b. **Amount of Transaction Limit.** If we do not properly complete a transaction according to this agreement or any superseding or special agreement with you, we will not be liable in any event for losses or damages in excess of the amount of the transaction.

c. Failure of Reasonable Care by Account Holder.

You agree that the amount of any claim you may have against us in connection with any account or banking transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction on the basis of failure to use reasonable care on your part, or on the part of any other owner of the account, or on the part of any of your agents who contributed to the loss on which your claim is based.

d. No Consequential Damages. With respect to such transactions, the Bank assumes no liability for special, incidental, consequential, punitive or indirect loss or damage to you, including lost profits, whether or not the Bank has been advised of the possibility of such damage.

e. Damage Only From Direct Bank Misconduct.

You further agree the Bank shall be liable only for damages which are the direct result of the Bank's misconduct.

6. Severability. If any provision of this disclosure statement is held to be unenforceable, invalid, or illegal by any court of competent jurisdiction, the remaining provisions will remain in full force and effect.

SECTION III - AVAILABILITY OF YOUR FUNDS

A. The Bank's Availability Policy

1. Types of Deposits Received: Only the following types of deposits can be received into:

a. Your Resident Direct Deposit Account: direct deposit payments (such as direct deposit Social Security and pension payments);

b. Your Resident Personal Needs Account: transfers from an account of your Health Care Facility maintained at the Bank and/or your Resident Direct Deposit Account.

c. Your Burial Funds Account: transfers from your Resident Personal Needs Account or an account of your Health Care Facility maintained at the Bank.

All deposits are subject to the Bank's verification. Under the Bank's availability policy, these deposited funds will be credited to the Account(s) and will be available for all purposes in the Account(s) on

the Business Day the Bank receives the deposit, provided the funds deposited are received by the Bank with sufficient identifying information to credit the Account(s).

2. Business Days: Branches are generally open for business from Monday through Friday at hours that are determined by the Bank and which may be changed at our sole discretion. Each branch may have its own operation schedule. Schedules can be obtained at any branch. However, federal banking holidays are excluded from these schedules.

Although we try to be open at times that are convenient for you, we may have to close some or all of our offices if required under law, or if there is danger to the Bank or our customers, such as fire, riots, a burglary, etc.

B. Longer Delays May Apply: Availability of funds deposited into your Account(s) may, in the Bank's discretion, be delayed for a longer period if there is an emergency, such as a failure of communication or computer equipment.

If the Bank delays your ability to withdraw funds in the event of such an emergency, and the duration of the delay is appropriate, the Bank will notify you of the delay, and will tell you, if known, when the funds will be available. The Bank will make the funds available within a reasonable period after the emergency has ceased.

SECTION IV - ELECTRONIC FUNDS TRANSFERS (EFT)

A. Introduction. Funds may be transferred (each such transfer, an "Electronic Funds Transfer(s)"): (i) automatically to your Resident Direct Deposit Account, if any, by direct deposit, such as Social Security, veterans or pension payments; (ii) from your Resident Direct Deposit Account, if any, to account(s) of the Health Care Facility and/or your Resident Personal Needs Account from time to time; (iii) from a Health Care Facility account to your Resident Personal Needs Account in accordance with instructions given to the Bank by you or the Health Care Facility from time to time; and/or (iv) from your Resident Personal Needs Account and/or Burial Funds Account, if any, to account(s) of the Health Care Facility at the Bank, in accordance with instructions given to the Bank by the Health Care Facility from time to time. The term Electronic



Funds Transfer(s) does not include (a) payments made by check, draft or similar paper instrument at an electronic terminal; (b) payments initiated by telephone call or fax to the Bank personnel, not subject to a prearranged agreement involving recurring payments; and (c) transfers to which the Electronic Funds Transfers Act does not apply, such as wire transfers. The terms and conditions described in this section apply to these Electronic Funds Transfers. All other terms and conditions governing your Account(s) will also apply.

B. Pre-authorized Credits (including Social Security Direct Deposit). If you have arranged to have regularly scheduled (at least once every 60 days) direct deposits made by Electronic Funds Transfer to your Account, such as Social Security payments, you can call us to find out if the deposit was made. For Social Security payments, please call us on or after the payment date, to confirm if that month's payment has been received. (If that date falls on a Saturday, Sunday or legal holiday you may call the prior Business Day). You can call us at 800-662-0860.

C. Pre-authorized Debits. Pursuant to your Authorization or your instructions to the Bank as provided in this agreement, if any, the Bank will: (i) automatically debit your Resident Direct Deposit Account periodically and will disburse the funds as directed by you or the Health Care Facility, and/or (ii) when instructed electronically or otherwise by the Health Care Facility we will debit your Personal Needs and Burial Funds Account, if any, from time to time for amounts due from you to the Health Care Facility.

D. Fees and Charges. At the present time, we do not impose any fees or prearranged Electronic Funds Transfers to or from your Account(s). We reserve the right to change this policy at any time. You will be notified of any such change.

E. Errors, Omissions, Unauthorized Transfers or Questions.

1. Reporting Problems. If you believe there is an error or omission on your statement, or if you believe someone has transferred or may transfer money from your Account(s) without your permission, or if you need more information about an Electronic Funds Transfer listed on the statement AT ONCE call our Customer Service at

800-662-0860 (Monday – Friday, except banking holidays, 8:00 AM – 8:00 PM EST; Saturday, 9:00 AM – 2:00 PM EST) or write to:

Customer Service
Amalgamated Bank
275 Seventh Avenue
New York, New York 10001

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

2. Liability for Not Reporting Unauthorized Transactions Shown on Periodic Statements:

Also, if your statements show transactions you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days from the date the statement was mailed, then after the sixty (60) days, you can lose as much as \$500 if we can prove that we could have stopped someone from taking money if you had told us in time.

3. Extension of Time for Reporting Loss, Theft or Unauthorized Transactions. If a good reason (such as a long trip or a hospital stay) kept you from reporting the transaction to us, we will reasonably extend the reporting time period requirement.

4. Information Required. When you call or write, please provide the following information:

- i. Your name and Account(s) number(s),
- ii. The date of the transaction(s),
- iii. The dollar amount of the transaction(s), and
- iv. The error or transfer you are claiming, and the basis for your belief of why it is an error or why you need more information.

5. Request for Written Inquiries and Complaints. If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days.

6. Investigation of Inquiries and Complaints. We will tell you the results of our investigation within ten (10) business days after we hear from you and will promptly correct any errors, if any. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide we need to take this additional time, we will provisionally credit your Account(s) within ten (10) business days with the amount you think is in error, so you will have use of the money while we



are completing 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(s).

For errors involving new accounts 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(s) for the amount you think is in error.

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

F. Third Party Disclosure. See Section II above (“General Terms and Conditions of Your Account(s)”).

G. Failure to Complete An Electronic Funds Transfer. The Bank will make every effort to assure that your deposits, transfers and withdrawals are made quickly and correctly. If we do not complete an Electronic Funds Transfer to or from your Account(s) on time or in the correct amount, according to the applicable instructions, we will be liable for your losses or damages as provided by law. However, there are exceptions. We will not be liable, for instance, if:

We do not receive sufficient information to complete the transaction,

Through no fault of ours, your Account(s) does not contain enough available funds to complete the transaction,

We have reason to believe that the transaction requested is unauthorized,

Your Account(s) or the transaction is frozen because of a court order, legal process or other requirement which restricts the transaction,

Circumstances beyond our control (such as fire, flood, civil dispute, or power, telephone or computer failure or technical malfunction) prevent us from completing the transaction, despite reasonable precautions taken by us,

Your Account(s) has been closed,

We do not complete the transaction because we

are protecting the security of your Account(s) or our systems,

We have for any reason not received funds intended to be credited to your Account(s),

The transaction would exceed any limit applicable under the Account(s) terms and conditions,

We take any action permitted by the Account(s) terms and conditions, or

Any other situation exists in which we would not be liable under law.

In any case, we shall be liable only for actual proven damages if the failure to make the transaction resulted from an unintentional bona fide error despite our maintenance of reasonable procedures adopted to avoid such error.

H. Stopping Payments

1. Your Right to Stopping Payments and How to Do it. If you agreed in a Special Agreement in advance to make regular preauthorized debit payments out of your Account(s), you can order us to stop any of these payments by calling us or writing to us in time to receive your request at least three (3) business days before the payment is scheduled to be made. If you give us this notice in less than the required time, the Bank may, at its discretion, honor your request but it is not obligated to do so. If you place your stop payment order by telephone, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. Otherwise, your oral request will expire. To stop a payment order, you may call the Customer Service at 800-662-0860 (Monday – Friday, except banking holidays, 8:00 AM – 8:00 PM EST; Saturday, 9:00 AM – 2:00 PM EST) or write to:

Customer Service
Amalgamated Bank
275 Seventh Avenue
New York, New York 10001

2. Stopping Future Payments. Unless you tell us that all future payments to a recipient are to be stopped, we will treat your stop payment as a request concerning the specified payment only. If you wish to stop all future payments to that recipient, you must revoke the Special Agreement’s authorization to that party to transfer funds from



your Account(s) and provide us with a copy of your signed revocation or give us your written instructions not to make any automatic transfers to that party from your Account(s).

2. Stopping Future Payments. Unless you tell us that all future payments to a recipient are to be stopped, we will treat your stop payment as a request concerning the specified payment only. If you wish to stop all future payments to that recipient, you must revoke the Special Agreement's authorization to that party to transfer funds from your Account(s) and provide us with a copy of your signed revocation or give us your written instructions not to make any automatic transfers to that party from your Account(s).

3. Fees for Stopping Payments. At the present time, we do not impose any fee for stop payment orders for these account types or for removal of stop payment orders once they have been placed. We reserve the right to change this policy at any time. You will be notified of any such changes.

4. Telephone Number or Address to Contact. To place or cancel a stop payment order call our Customer Service at 800-662-0860 (Monday – Friday, except banking holidays, 8:00 AM – 8:00 PM EST; Saturday, 9:00 AM – 2:00 PM EST) or write to:
Customer Service
Amalgamated Bank
275 Seventh Avenue
New York, New York 10001

5. Bank's Liability For Failure to Stop Payments. If you tell us to stop a preauthorized Electronic Funds Transfer from your Account(s) and do so at least three (3) days before the transfer is scheduled and we do not stop it, we will be liable for those damages or losses as provided by law.

6. Reimbursement of Returned U.S. Government and Other Direct Deposit Payments. See Section II above "General Terms and Conditions of Your Account(s)".

I. Notice of Varying Amounts: If the preauthorized payments from your Account(s) will vary in amount, the Health Care Facility should tell you when the payment will be made and the amount of such

payment. You should receive this information ten (10) days before each payment varying in amount is scheduled to be made. 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. Such arrangements should be made with your Health Care Facility.

HOW TO GET ADDITIONAL INFORMATION

If you have any questions regarding the information provided in this disclosure, please call our Customer Service at 800-662-0860.