



COMMERCIAL ACCOUNT AGREEMENT

“This agreement” means this document and all of the following, as periodically amended, as applicable: fee schedule(s), Funds Availability Disclosure, the signature card for the Account, and any agreement for any banking service connected with the Account, by and between OceanFirst Bank, N.A. (“we” or “the Bank”) and the Depositor (“you”).

“Business day” is any day we are open for carrying on substantially all of our banking business, other than Saturday, Sunday, or a Federal Reserve Bank holiday.

“Deposit” means the deposit made to the Account on the date hereof and described in the “Terms of Deposit” section of this agreement.

AGREEMENT. By opening and continuing to maintain the Account, you agree to be bound by the terms of this agreement. You have read this agreement and understand that it is a binding contract between you and us with respect to the Account. The Depositor represents and warrants that (i) the name, address and Tax Identification Number of each actual owner (beneficial or otherwise) of the Account is as set forth; and (ii) the name, address and Tax Identification Number of the Source of Funds (beneficial or otherwise) of the Deposit is as set forth.

PURPOSE. You represent and warrant to the Bank that the Account shall be used only for business or commercial purposes, and not for personal, family or household purposes.

INTEREST. Interest will be paid each calendar day on the full balance of the Deposit. Interest on the Deposit begins to accrue on the Business Day that said funds are deposited. Interest will be compounded monthly and credited to the Deposit monthly. The Deposit must consist of a positive collected balance each calendar day to earn interest. Interest will be calculated by applying a daily periodic rate to the collected balance of the Deposit each day. At our discretion, we may change the interest rate on the Deposit daily.

AUTHORITY. You shall not authorize anyone to conduct business with us with respect to the Account, other than as set forth in the Account’s signature card. No change to any authorized person, or to any person’s authority, shall be effective unless it is in writing and until we have accepted said change. We may consider an authorization valid until we receive written revocation and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion.

DEPOSITS. Items may be deposited at any of our branches, electronically or by mail. The Bank is not responsible for transactions initiated by mail until actually received. All deposits received after our cut-off time each business day or on a day that is not a business day will be handled and recorded on the next business day. If you make a multiple check deposit and do not wait for the Bank to total the individual checks before requesting a receipt, you agree that your receipt is provisional only, subject to verification by the Bank. We have the right to endorse any non-cash items submitted for deposit to your account in order to deposit them

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into your account. We also have the right to limit, refuse or return any deposit. You agree to reimburse us for any loss or expense (including, without limitation, reasonable attorneys' fees and the costs of litigation) we incur because you fail to endorse an item exactly as it is drawn. As a collecting bank, items deposited other than cash will be handled for collection in accordance with the Bank's usual practices (see "GUIDE TO DEPOSITED FUNDS AVAILABILITY").

You are entitled to withdraw the amount of the check only after funds are "available", even if the amount of the check appears on your statement or in your passbook before that time. If an item is returned, it will be debited back to your account and we may charge a fee for each "Returned Deposited Item". Interest earned (if any) on a returned item may be adjusted.

If your business produces "remotely created checks" (i.e. a check that is drawn on an account at a bank, created by you as the payee, which does not bear the signature of the person on whose account the check is drawn) on behalf of someone who owes you money; such as customers, clients or vendors, and you deposit any of these checks at OceanFirst, then you warrant that the check being transferred or presented is authorized by the account holder on which the check was drawn, you accept full liability in the event any of these remotely created checks are returned as unauthorized and you agree to indemnify OceanFirst Bank for the full amount of the checks and all expenses of any kind or nature incurred by the Bank because of the returned checks.

ACCOUNT TERMINATION. The Bank may at any time close your account by mailing a notice of termination to your address of record. The Bank may also mail a check for the balance of such account, if any, to you at the most recent address listed in our records.

NON-SUFFICIENT OR UNCOLLECTED FUNDS AND OVERDRAWN ACCOUNTS. If you do not have sufficient collected funds in your account to cover a check, Visa Check Card/ATM transaction, Electronic Funds Transfer, Online Bill Payment, Internal Transfer or Automatic Loan Payment, the Bank may charge a Non-Sufficient Funds (NSF) or Uncollected Funds Fee and/or refuse to pay the items or honor the transaction, at our option. If your account becomes overdrawn and the balance remains negative for 5 consecutive days, the Bank may charge a Sustained Overdraft Fee beginning on the fifth day and on each subsequent day until the overdraft is resolved. Refer to Fee Schedule for listing of all applicable fees.

The order in which transactions are received and processed by the Bank may affect the total amount of overdraft fees incurred. The Bank processes items from high to low dollar amounts and therefore transactions may not be processed in the order that they occurred. The standard Non-Sufficient Funds or Uncollected Funds fees will be imposed for each item presented against insufficient funds each day. Refer to Fee Schedule for listing of all applicable fees.

STATEMENTS. We will provide you with periodic statements for the Deposit and the Account. If your statements are returned to us due to your failure to notify us of a change in your address, we may stop sending statements. If you use our OceanFirst Business Online Banking product, your periodic statements will be accessible online, and information on the Account and the Deposit will be available online daily. You must carefully examine your periodic statements and report any unauthorized transactions, errors, or other discrepancies to us within 14 calendar days after the statement date. If you do not report to us within this time, you waive your right to contest the transactions on said statement and you accept the charges assessed and the account balance reported thereon as being correct.

GUIDE TO DEPOSITED FUNDS AVAILABILITY

WHEN DEPOSITS ARE AVAILABLE FOR WITHDRAWAL. When you deposit a check at OceanFirst Bank, it takes time for the check to clear and for us to receive the funds. Because of this, our policy is to make funds from your deposits available according to the schedule below. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

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BUSINESS DAY. The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday, and a Federal Reserve Bank legal holiday is a business day. The end of the business day is determined by the hours of operation for the respective branches as posted in our banking offices. Deposits made after the close of any business day or on Saturday, Sunday, or a Federal Reserve Bank legal holiday will be considered made on the next business day.

IMMEDIATE AVAILABILITY. The following deposits made into your new or existing account are available the same business day that the deposit is made when payable to the same name as the title on the account:

- Cash
- American Express Traveler's checks
- Wire Transfers
- Electronic Direct Deposit

NEXT-DAY AVAILABILITY. Funds from the following deposits are available the first business day after the day of your deposit when payable to the same name as the title on the account:

- Cashier's checks and teller's checks
- Certified checks
- Checks drawn on OceanFirst Bank checks
- Federal Home Loan Bank checks
- Federal Reserve Bank checks
- Postal money orders
- State and local government
- U.S. Treasury check

OTHER CHECK DEPOSITS. Generally, funds will be available on the second business day after the day of deposit. For example, local checks deposited on Monday will be available on Wednesday and if deposited on Friday will be available on Tuesday.

NON-CUSTOMER CHECK CASHING. The Bank reserves the right to refuse to cash checks for someone who is not a customer, even if the check is drawn on OceanFirst Bank.

FOREIGN CHECKS. Checks drawn on banks outside the United States are generally sent for collection instead of being deposited directly into your account. Your account will be credited after we receive payment for the check from the bank on which it is drawn.

LONGER DELAYS MAY APPLY. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- If we believe the check being deposited is uncollectible.
- If you re-deposit a check that has been returned unpaid.
- If you have overdrawn your account repeatedly the last six months.
- If there is an emergency, such as failure of communications or computer equipment.
- If you deposit checks totaling more than \$5,000 in one day, the amount over \$5,000 may be delayed.

SPECIAL RULES FOR NEW CUSTOMERS. If your account has been open for less than 30 days and you have had no other transaction accounts with us that have been open for at least 30 days, the following may apply:

- U.S. Treasury Checks, Checks drawn on New Jersey State and Local Governments, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Postal Service Money Orders, Certified Checks, Cashier's Checks, Teller's Checks and Traveler's Checks up to \$5,000 deposited in one day will be available on the first business day after the day of deposit.
- Any of the above items in excess of \$5,000 deposited into your account in one day will be available on the ninth business day after the day of deposit.

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- Checks drawn on OceanFirst Bank will be available on the second business day after the day of deposit.
- All other check deposits will be available on the fifth business day after deposit.

WITHDRAWALS. Withdrawals may be made by written order (check) or withdrawal slip on forms supplied by the Bank and signed by the persons designated on the Signature Card and Resolution. Withdrawals will first be made from collected funds and we may at any time refuse any withdrawal request against uncollected funds even if our general practice is to the contrary. Additionally, withdrawals may be made by ACH debit, wire transfer, or by transfer between accounts at the Bank, in accordance with procedures established from time to time by the Bank. We reserve the right, at any time, to require not less than seven (7) days' notice in writing before each withdrawal from the Account.

UNDELIVERABLE MAIL. Accounts with a balance of \$20.00 or less for which mail has been returned as undeliverable will be closed after three (3) consecutive months of no customer contact and no-account activity. Closing balance will be paid to you upon request.

STOP PAYMENTS. We will stop payment on any check written against your account upon receipt of a verbal or written request from any authorized party to the account. Verbal orders, however, must be confirmed in writing using the Bank's stop payment forms no later than 14 days from the original request or it will expire. Stop Payments will be in effect for 6 months, unless renewed in writing. You agree to pay our established service charge for Stop Payments and understand that we may accept the Stop Payment request from any of the authorized signers (as determined by the resolution) on the account whether or not they were the signers on the check.

PERSONAL INFORMATION. Authorized signers to the account(s) may also be required to provide personal information and documents consistent with the Bank's new account procedures. Amendments to the terms or changes of authorized parties on the account(s) must be made in writing in a form approved by the Bank

WIRE TRANSFERS. We have established rules and security procedures for you to initiate and receive funds transfers to or from your account(s). These procedures require you to sign a separate Wire Transfer Agreement. This Wire Transfer Agreement contains the security procedures that will be followed when processing payment orders initiated by you.

TRANSACTION DETAIL.

Wire Transfers. You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of funds into the Account. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any future transfer.

ACH Transactions. Automated Clearing House ("ACH") credits will be governed by the operating rules of the National Automated Clearing House Association. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. We will not give next day notice to you of receipt of an ACH item, but such transactions will appear on the periodic statement we provide you.

Foreign Deposits. If an item payable in a foreign currency is deposited to the Account, you will be responsible for all collection charges and exchange rate risk. We will not credit such a deposit to the Account until we have received the proceeds thereof in United States currency.

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CLOSING THE ACCOUNT. You or we may close the Account at any time without cause. We can close it without notice to you if we reasonably believe it will prevent loss to us or that you have violated this agreement. You will pay fees and costs for closing the Account, as well as any outstanding items. Our rights and your obligations survive any closing of the Account or cancellation of this agreement.

OUR LIABILITY; FORCE MAJEURE. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. In no circumstance will we be responsible for lost interest or other consequential damages for any action that we take or fail to take in regard to the Account. You shall not hold us responsible for any loss caused by an event beyond our control, such as war, terrorism, riot, labor trouble, natural disaster, pandemic, computer problem, loss of electric power, communications, or transport.

INDEMNIFICATION. You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorneys' fees that we incur because of your failure to comply with any of the terms of this agreement. You agree to indemnify us against, and hold us harmless from, any and all such claims, including consequential and punitive damages, and our own reasonable attorneys' fees and costs in investigating and responding to such claims, whether or not litigation results.

SETOFF; SECURITY INTEREST. You hereby grant us the right to apply all or any part of the balance of the Account to the payment of any obligation that you owe us. In addition to this right of set-off, to secure the payment of any such obligation to us, you hereby assign and grant to the Bank a security interest in the Account.

BUSINESS ACCOUNT TYPES AND FEES.

Business Accounts / Standard Fees	Commercial Checking	Commercial Money Market	Commercial Analysis Checking	Business Interest Checking	Business Money Market	Escrow	IOLTA/IOLA
Minimum Deposit to Open Account	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Minimum Balance Requirement	\$5,000 Avg Monthly Bal	\$5,000 Avg Monthly Bal	\$5,000 Avg Monthly Bal	N/A	\$2,500 Avg Monthly Bal	N/A	N/A
Monthly Account Maintenance	\$15 - Waived with minimum balance	N/A	\$25.00	N/A	N/A	N/A	N/A

ACH Credits	\$0.18 Per item
ACH Debits	\$0.18 Per item
Items Deposited (checks)	\$0.20 Per Deposited Item

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Paid Items (Checks Written)	\$0.20 Per Check
Deposits	\$1.00 per Deposit
Cash Deposits	\$0.10 per \$100 after 1 st \$10,000+
Earnings Credit	YES-See description

*Includes checks written, deposited items, and received ACH debits and credits.

COMMERCIAL ANALYSIS

EARNINGS CREDIT. Applies to Commercial Analysis only: A monthly earnings credit will be calculated when the statement is produced. The earnings credit rate is adjusted monthly. The Bank reserves the right to adjust the earnings credit and may change the rate without notice. This calculation will use the average collected balance in the account reduced by a 10% Federal Reserve Bank requirement. The amount of the credit will be applied against the standard monthly fees.

RATE INFORMATION. Applies to IOLTA only: The interest rate on your NJ IOLTA account is tiered. A flat rate will be applied to PA IOLTA and NY IOLA. The daily interest rate paid is based on your balance. You will be paid one interest rate each day on the full balance of the account. For NY IOLA accounts, you will be paid on the daily collected balance. At our discretion, we may change the interest rate on your account at any time. Interest will be compounded monthly. The interest will be posted to the account on the statement cycle date and then transferred to an IOLTA/IOLA remittance account, to be remitted monthly to the IOLTA/IOLA Fund for the applicable state. Interest begins to accrue on the business day that you make a deposit, whether the deposit is in cash or non-cash items (for example, checks). The account will earn interest on the daily balance in the account from banking day of deposit to banking day of withdrawal.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

FEES. Checking accounts are subject to all applicable direct charges and fees listed by the Bank in its Business Fee Schedule. All fees and charges are subject to change. IOLTA/IOLA fees are billed directly to the account owning attorney. See separate Business Fee Schedule available in all branch offices for account-related fees.

ESCROW ACCOUNTS

COMBINED OPERATING ACCOUNT & ESCROW DISBURSEMENT ACCOUNT. This is a current business operating account linked to the Escrow Master Account by the Escrow Master Account Agreement. Current Business Checking rules of account are applicable and are based on the type of account in use (*see Business Account Types*).

ESCROW DISBURSEMENT ACCOUNT ONLY. This is a separate business account strictly for the purpose of disbursing escrow funds. FEES: This account has no activity charges or maintenance fees. Service fees as described in the separate Fee Schedule available in all branch offices are applicable. Also, if the account is used for purposes other than disbursement of escrow funds, it will be considered a business operating account and we reserve the right to service charge the account accordingly.

The Escrow Master Account functions as an umbrella for an unlimited number of segregated sub-accounts, that you can open or close as needed. Both interest and non-interest products are available. This service can accommodate *Interest on Lawyers' Trust Accounts (IOLTA)* for nominal or short-term escrow deposits and traditional *Attorney Trust Accounts* for customers who require individual client accounts.

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RATE INFORMATION. (If applicable, not IOLTA) The interest rate on your account is at our discretion. We may change the interest rate on your account at any time. Interest will be compounded monthly and credited to each sub-account monthly. Interest begins to accrue on the business day that you make a deposit, whether the deposit is in cash or non-cash items (for example, checks). Each sub-account will earn interest on the daily balance on the sub-account from banking day of deposit to banking day of withdrawal.

RATE INFORMATION. (IOLTA Accounts Only) The interest rate on your account is tiered. The daily interest rate paid is based on your balance. You will be paid one interest rate each day on the full balance of the account.

At our discretion, we may change the interest rates and the annual percentage yields on your account at any time. Interest will be compounded daily and credited to each sub-account monthly. Interest begins to accrue on the business day that you make a deposit, whether the deposit is in cash or non-cash items (for example, checks). Each sub-account will earn interest on the daily balance on the sub-account from banking day of deposit to banking day of withdrawal. On a monthly basis, the interest will be posted to the account on the statement cycle date and transferred to an IOLTA remittance account. This interest will then be remitted monthly to the IOLTA Fund of the New Jersey State Bar Association.

FEES. Fees incurred will be deducted from the balance in your Escrow Disbursement Checking Account as designated in the Escrow Master Account Agreement. IOLTA fees are billed directly to the account owning attorney. See separate Business Fee Schedule available in all branch offices.

ESCROW ACCOUNT TRANSACTION LIMITATIONS

DEPOSITS. You must use the Escrow Account deposit tickets provided to you. On each deposit ticket you must complete your Name and Account number and the Name, Address, and Tax Identification Number (TIN) for each sub-account. Additionally, for each initial deposit to a sub-account, a W-9 must be completed. You may open an unlimited number of sub-accounts (evidencing the beneficial owner thereof) within your Escrow Account and make an unlimited number of deposits to each sub-account.

W-9. You must obtain a completed W-9 from for each client for whom you open a sub-account in an interest-bearing master account. The W-9 form is on the back of each Escrow Account Deposit ticket.

WITHDRAWALS. Any person authorized by the Escrow Master Account Agreement may make a withdrawal by using their authorization code and identifying the sub-account number. *Withdrawal requests must be made during regular operating hours to Treasury Client Services (TCS).* TCS will then debit the appropriate sub-account and transfer the funds into your designated Escrow Disbursement Checking Account.

STATEMENTS. We will send you a monthly statement that shows a detailed summary of the activity of each sub-account and includes the allocation of interest earned year-to-date.

GENERAL TERMS & CONDITIONS FOR BUSINESS TRANSACTION ACCOUNTS

CANCELLED CHECKS. Cancelled checks will not be returned. Images will be enclosed in the statements.

SERVICE FEES. You agree to pay any service fees that apply to your account. Service fees may include, but are not limited to, charges listed on our separate Business Fee Schedule. These fees may be deducted from your account without prior notice to you. We will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting from proper deduction of fees. A schedule of our current fees is given to you when you open an account and is available at any of our branch offices. Service fees are subject to change.

OVERDRAFT PROTECTION. Overdraft protection is available by linking your Business Statement Savings account to any of the Business Checking Accounts. Applicable overdraft protection fees are listed in

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the Bank's Business Fee Schedule.

We may also allow accounts to be overdrawn when you do not have sufficient funds to pay the items (including checks, Visa Check Card transactions and ACH activity) presented against your account. These overdrafts are subject to the standard NSF fees as published in our separate Business Fee Schedule. You may opt out of this discretionary overdraft protection by notifying your Branch or calling Customer Care Center at 1.888.623.2698.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legends on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are, "must be presented within 90 days," or "not valid for more than \$1,000.00."

MISCELLANEOUS.

Severability. If a court determines that any provision of this agreement is illegal or unenforceable, you agree that the remainder of this agreement will be enforced and said provision shall be deemed to be modified to the extent necessary to make said provision enforceable.

Governing Law and Venue. The laws of New Jersey govern this agreement. The courts of that state will have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where your representatives signed or delivered this agreement and the signature card.

Legal Process. If you, the Deposit, or the Account are ever involved in a legal proceeding, such as divorce, garnishment, levy, or attachment, you will not hold us responsible for any damage you suffer from our actions in good faith reliance on any order or legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against you, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

Adverse Claims. If you voluntarily disclose information about the Account or the Deposit that would permit someone to initiate a debit to the Account (such as the account number, or bank routing number) to a third party, then you will be deemed to have authorized us to pay any debit to your Account said third party initiates. If anyone claims ownership over some or all of the funds in the Account, we may in good faith hold some or all of the balance in the Account until the claim is finally resolved. We can pay some or all of the balance of the Account into court in an interpleader or other action to determine ownership.

WAIVER OF JURY TRIAL You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

ARBITRATION. Each of you and the Bank agree that any controversy or claim arising out of or relating to the Account, this agreement or any breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (available at www.adr.org), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. At your written request, we will pay all filing, hearing and other fees, excluding attorney's fees, charged by the arbitration organization for a claim asserted by you in arbitration after you have paid an amount equivalent to the fee, if any, for filing the claim in state or federal court, whichever is less, in New Jersey. However, the arbitrator may apportion all fees and costs of arbitration, including reasonable attorney's fees, as the arbitrator deems equitable, including awarding same to the prevailing party. Each of you and the Bank agree that the arbitrator may not award punitive or exemplary damages, unless (but only

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to the extent that) such damages are required by law to be an available remedy for any of the specific claims asserted. Each of you and the Bank understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is limited under state and federal law. Except as provided in the following sentence, to the fullest extent permitted by law, each of you and the Bank agree to waive its rights (1) to seek remedies in court, including any right to a jury trial; and/or (2) to participate in a class action or to join or consolidate claims with claims of any other person either in court or through arbitration. Nothing contained herein shall restrict either party from seeking temporary injunctive relief in a court of law or filing matters in Small Claims Court.

Foreign Accounts. Federal law requires that every citizen and resident of the U.S., including partnerships and corporations organized in the U.S., which has a financial interest in or signing authority on, any

bank or financial account in a foreign country, with an aggregate value of more than \$10,000.00 at any time during the calendar year, must file Treasury Department Form 90-22.1, with the Treasury Department on or before June 30th of the next year.

Restricted Transactions. Under the Unlawful Internet Gambling Enforcement Act, entities engaged in gambling may not knowingly accept payments from entities engaged in unlawful Internet gambling. Specifically, “restricted” transactions are prohibited from being processed through any of the Bank’s accounts. The Federal Reserve Board’s Regulation GG considers restricted transactions to generally include, but not limited to, those in connection with unlawful Internet gambling including:

1. Credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card):
2. An electronic funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person: or
3. Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.

Amendments. We may amend the terms of this Agreement at any time by sending you electronic notice at the most current address listed in our records. A reasonable period of time will be given before any changes become effective before the change in terms is to take place. Use of the Account after the effective date of a change shall be deemed to be your acceptance of the change for all purposes.

Expenses. You will pay all of our expenses actually incurred in good faith and related to this agreement, the Deposit and the Account, including, without limitation, attorneys' fees.

Entire Agreement. This agreement and the documents to which it refers constitute our entire agreement and understanding and supersede all prior agreements and understandings.

