

CONSUMER DEPOSIT ACCOUNT TERMS AND CONDITIONS

WELCOME TO M&T

A GUIDE TO THE TERMS OF YOUR PERSONAL DEPOSIT ACCOUNTS

This section includes information about the names and features of your deposit accounts at M&T Bank (“M&T”) after the conversion. Please note that provisions that apply only to new customers or only to newly opened accounts will not apply to converted accounts.

The features and terms of your deposit accounts as described in this section do not necessarily reflect the standard features and terms of M&T deposit accounts. This means that any deposit account that you may open with M&T before, at, or after the conversion date may have features and terms that are different from those that will apply as of the conversion date to your deposit accounts that were acquired by M&T from Wilmington Trust Company and/or Wilmington Trust FSB.

If you have questions, we’re here to assist you.

Just call us at 1-800-414-9435

Monday-Friday, 6:00 a.m. – 9:00 p.m. ET

Saturday-Sunday, 9:00 a.m. – 5:00 p.m. ET

Or visit us any time at www.mtb.com



TABLE OF CONTENTS

SECTION I – Personal Deposit Accounts

Personal Checking Accounts
 Conversion Chart3
 Specific Features and Terms
 Power Checking.....3
 M&T Select.....4
 M&T Select With Interest.....4
 M&T First5
 @College Checking6
 M&T Totally Free Checking6
 Classic Checking6
 Employee M&T Select With Interest.....7
 Personal Savings and Money Market Accounts
 Conversion Chart8
 Specific Features and Terms
 M&T Market Advantage8
 Relationship Savings9
 M&T Starter Savings9
 M&T e-Money Market10
 Certificate of Deposit Accounts
 Conversion Chart11
 Specific Features and Terms
 Automatically Renewable Regular Time Deposit11
 M&T Select Time Deposit12
 Fees
 Additional Fees for Consumer Checking Accounts13
 Additional Fees for Consumer Savings Accounts13
 Fees for Special Services14
 Electronic Banking Card and Telephone
 Transaction Disclosure and Agreement.....14
 Fees for Use of Electronic Banking Card.....15
 Additional Disclosures and Agreements for
 Personal Deposit Accounts
 Notice Regarding Overdrafts and
 Order of Payment of Debit Items.....19
 What You Need to Know about Overdrafts
 and Overdraft Fees20
 Availability Disclosure for Consumer Deposit Accounts.....21
 Overdraft Protection Service Features and Terms.....22
 General Deposit Account Agreement23

**SECTION II – Retirement Accounts
 (IRA, Roth IRA, SEP IRA and Simple IRA)**

Retirement Certificates of Deposit
 Automatically Renewable Individual
 Retirement Account Agreement.....38
 Money Market Retirement Accounts
 M&T Market Advantage Individual Retirement
 Account Agreement42
 Disclosure Required by Automated Clearing House Rules45

SECTION I – Personal Deposit Accounts
PERSONAL CHECKING ACCOUNTS

IF THIS IS YOUR ACCOUNT PRIOR TO CONVERSION:*	THIS WILL BE YOUR NEW ACCOUNT AT M&T BANK ON THE CONVERSION DATE:*
<ul style="list-style-type: none"> • Access Capital Advantage; OR • Capital Advantage; OR • Trust Checking 	<ul style="list-style-type: none"> • Power Checking
<ul style="list-style-type: none"> • Value Banking Checking 	<ul style="list-style-type: none"> • M&T Select®
<ul style="list-style-type: none"> • Interest Checking; OR • Value Banking Interest Checking 	<ul style="list-style-type: none"> • M&T Select® With Interest
<ul style="list-style-type: none"> • Regular Checking; OR • Self-Service CheckingSM 	<ul style="list-style-type: none"> • M&T First
<ul style="list-style-type: none"> • Custom Checking for Students; OR • Student Checking 	<ul style="list-style-type: none"> • @College CheckingSM
<ul style="list-style-type: none"> • Access Checking; OR • Access Online Checking; OR • Bank@Work Checking; OR • Custom Checking; OR • Exempt Checking; OR • Monster Mile® Checking 	<ul style="list-style-type: none"> • M&T Totally Free Checking**
<ul style="list-style-type: none"> • Senior Checking 	<ul style="list-style-type: none"> • Classic Checking
<p>* If you are an employee of M&T Bank or its affiliates and have your pay direct deposited into a checking account with the bank, then your account at M&T will be an Employee M&T Select With Interest account.</p> <p>** Certain transaction and service fees, including insufficient funds and overdraft fees, apply to these accounts, as well as to other M&T deposit accounts. For more specific information about fees, please see the applicable fee schedule in this section.</p>	

Beginning on the conversion date, your M&T consumer checking account will be governed by the following documents:

- General Deposit Account Agreement
- Notice Regarding Overdrafts and Order of Payment of Debit Items
- Availability Disclosure for Consumer Deposit Accounts
- Specific Features and Terms for the specific type of account you will have after conversion
- Additional Fees for Consumer Checking Accounts
- Fees for Special Services
- Electronic Banking Card and Telephone Transaction Disclosure and Agreement

These documents are set forth in full in this section and will apply to your account as though you had signed a Deposit Account Opening Request for your new account on the conversion date. Please note that the Specific Features and Terms for your account include information about certain fees (including, among others, monthly service fees) and the ways, if any, you can avoid those fees, which may be different from what is applicable to your account prior to conversion.

SPECIFIC FEATURES AND TERMS
(Consumer Checking Accounts)



POWER CHECKING

KIND OF ACCOUNT

Interest-bearing Checking Account

(Note: There is no option to sweep balances automatically to a mutual fund.)

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield* may change daily. The interest rate tiers for this account are as follows:

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000 but less than \$150,000
- At least \$150,000 but less than \$250,000
- At least \$250,000 but less than \$500,000
- At least \$500,000 but less than \$1,000,000
- At least \$1,000,000

*The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

\$24 monthly service charge for each monthly service charge cycle for the Power Checking account unless either:

1. on the day before the last day of the monthly service charge cycle, you have an existing mortgage in good standing with M&T Bank, the original amount of which was at least \$200,000, or
2. the sum of (a) the average daily balance of the account calculated for that monthly service charge cycle and (b) the sum of the average daily balances of all statement savings, money market and checking accounts linked to the account calculated for the period beginning on the first day of each such linked account's monthly service charge cycle and ending on the day before the last day of this Power Checking account's monthly service charge cycle and (c) the sum of the average daily balances of all passbook savings accounts

linked to the account calculated for the period beginning on the first day of each such linked account's interest payment cycle and ending on the day before the last day of this Power Checking account's monthly service charge cycle and (d) the sum of the current balances of all club accounts, certificates of deposit, and individual retirement accounts linked to the account calculated as of the end of the day before the last day of this Power Checking account's monthly service charge cycle and (e) the sum of the balances of all loans linked to the account, calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this Power Checking account's monthly service charge cycle occurs and (f) the sum of the balances of all non-deposit investments linked to the account calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this Power Checking account's monthly service charge cycle occurs is at least \$50,000.

Average daily balances are calculated by adding the balance in an account for each day of the prescribed period and dividing that figure by the number of days in such period.

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE AND MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly interest payment cycle and each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle and monthly service charge cycle generally beginning on the date of account opening and each monthly interest payment cycle and monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle and monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us.

ACCESS AT ELECTRONIC FACILITIES

Yes

NON-M&T ATM FEE REBATE

You may access the account at M&T ATMs without charge and we will not charge you to access the account at ATMs that are not owned or operated by M&T Bank or its affiliates ("Non-M&T ATMs"). However, the owners and operators of Non-M&T ATMs may charge fees if you use their ATMs to access the account. If this occurs, we will reimburse the account for the amount of the fee, up to \$2 per transaction, for the first 15 such transactions during a service charge cycle. We will credit the account for the appropriate amount at the end of each business day on which we process a reimbursable transaction.



M&T SELECT

KIND OF ACCOUNT

Checking Account

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

\$14 monthly service charge for each monthly service charge cycle for the M&T Select account unless either:

1. the average daily balance maintained in the account for that monthly service charge cycle is at least \$5,000; or
2. the sum of (a) the average daily balance of the account calculated for that monthly service charge cycle and (b) the sum of the average daily balances of all statement savings, money market and checking accounts linked to the account calculated for the period beginning on the first day of each such linked account's monthly service charge cycle and ending on the day before the last day of this M&T Select account's monthly service charge cycle and (c) the sum of the average daily balances of all passbook savings accounts linked to the account calculated for the period beginning on the first day of each such linked account's interest payment cycle and ending on the day before the last day of this M&T Select account's monthly service charge cycle and (d) the sum of the current balances of all club accounts, certificates of deposit, and individual retirement accounts linked to the account calculated as of the end of the day before the last day of this M&T Select account's monthly service charge cycle and (e) the sum of the balances of all loans linked to the account, calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this M&T Select account's monthly service charge cycle occurs and (f) the sum of the balances of all non-deposit investments linked to the account calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this M&T Select account's monthly service charge cycle occurs is at least \$10,000; or
3. on the day before the last day of the monthly service charge cycle, you have an existing mortgage in good standing with M&T Bank, the original amount of which was at least \$100,000.

Average daily balances are calculated by adding the balance in an account for each day of the prescribed period and dividing that figure by the number of days in such period.

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly service charge cycle generally beginning on the date of account opening and each monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of all money previously deposited in and credited to the account but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

ACCESS AT ELECTRONIC FACILITIES

Yes



M&T SELECT WITH INTEREST

KIND OF ACCOUNT

Interest-bearing Checking Account

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield* may change daily. The interest rate tiers for this account are as follows:

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000

*The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

\$14 monthly service charge for each monthly service charge cycle for the M&T Select With Interest account unless either:

1. the average daily balance maintained in the account for that monthly service charge cycle is at least \$5,000, or
2. the sum of (a) the average daily balance of the account calculated for that monthly service charge cycle and (b) the sum of the average daily balances of all statement savings, money market and checking accounts linked to the account calculated for the period beginning on the first day of each such linked account's monthly service charge cycle and ending on the day before the last day of this M&T Select With Interest account's monthly service charge cycle and (c) the sum of the average daily balances of all passbook savings accounts linked to the account calculated for the period beginning on the first day of each such linked account's interest payment cycle and ending on the day before the last day of this M&T Select With Interest account's monthly service charge cycle and (d) the sum of the current balances of all club accounts, certificates of deposit, and individual retirement accounts linked to the account calculated as of the end of the day before the last day of this M&T Select With Interest account's monthly service charge cycle and (e) the sum of the balances of all loans linked to the account, calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this M&T Select With Interest account's monthly service charge cycle occurs and (f) the sum of the balances of all non-deposit investments linked to the account calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this M&T Select With Interest account's monthly service charge cycle occurs is at least \$10,000, or
3. On the day before the last day of the monthly service charge cycle, you have an existing mortgage in good standing with M&T Bank, the original amount of which was at least \$100,000.

Average daily balances are calculated by adding the balance in an account for each day of the prescribed period and dividing that figure by the number of days in such period.

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE AND MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly interest payment cycle and each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle and monthly service charge cycle generally beginning on the date of account opening and each monthly interest payment cycle and monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle and monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us.

ACCESS AT ELECTRONIC FACILITIES

Yes



M&T FIRST

KIND OF ACCOUNT

Checking Account

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

1. \$10 monthly service charge* for each monthly service charge cycle for your M&T First account unless either:
 - a. The average daily balance maintained in the account for that monthly service charge cycle is at least \$1,500, or
 - b. The sum of (i) the average daily balance of the account calculated for that monthly service charge cycle and (ii) the sum of the average daily balances of all savings accounts linked to the account calculated for the period coinciding with that monthly service charge cycle and (iii) the sum of the balances of all automatically renewable time deposit accounts (including Holiday Club, Savings Club and automatically renewable Individual Retirement Accounts) linked to the account calculated as of the end of the day before the last day of that monthly service charge cycle is at least \$1,500.

*Monthly service charge for a monthly service charge cycle is only \$5 if you have direct deposits such as Social Security benefits or payroll payments made to the account through an automated clearing house transaction during the monthly service charge cycle.

2. \$3 for each monthly service charge cycle if your account is set up to have images of the fronts and backs of your paid checks returned with your statement, regardless of the number of check images returned with a statement or whether any check images are returned with a statement. (This fee will not be charged if, prior to conversion, you receive images of your paid checks with your statement at no charge.)

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly service charge cycle generally beginning on the date of account opening and each monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of all money previously deposited in and credited to the account but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

ACCESS AT ELECTRONIC FACILITIES

Yes

**@ COLLEGE CHECKING****KIND OF ACCOUNT**

Checking Account

SERVICE FEES

1. There is no monthly maintenance charge and no per-check charge for this account.
2. \$5 for each monthly service charge cycle if your account is set up to have images of the fronts and backs of your paid checks returned with your statement, regardless of the number of check images returned or whether any check images are returned. (This fee will not be charged if, prior to conversion, you receive images of your paid checks with your statement at no charge.)

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly service charge cycle generally beginning on the date of account opening and each monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of all money previously deposited in and credited to the account but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

ACCESS AT ELECTRONIC FACILITIES

Yes

TERMINATION OF ACCOUNT ELIGIBILITY

When the account has been open for 5 years, it will be automatically converted to a MyChoice Checking account with us. Thereafter, your account will be governed by the Specific Features and Terms for MyChoice Checking Accounts that apply to such accounts that are opened at the branch where you have your account and you will be bound by the terms and conditions contained therein as though you had signed a Deposit Account Opening Request for a MyChoice Checking account on the date of the account conversion. We reserve the right to convert your account to a MyChoice Checking account at any time upon learning that you are no longer a student.

**M&T TOTALLY FREE CHECKING****KIND OF ACCOUNT**

Checking Account

SERVICE FEES

1. There is no monthly maintenance charge and no per-check charge for this account.
2. \$5 for each monthly service charge cycle if your account is set up to have images of the fronts and backs of your paid checks returned with your state-

ment, regardless of the number of check images returned with a statement or whether any check images are returned with a statement. (This fee will not be charged if, prior to conversion, you receive images of your paid checks with your statement at no charge.)

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly service charge cycle generally beginning on the date of account opening and each monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of all money previously deposited in and credited to the account but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

ACCESS AT ELECTRONIC FACILITIES

Yes

TERMINATION OF ACCOUNT ELIGIBILITY

If, at any time after conversion, there is a period of 90 consecutive days during which there is no activity in your account (i.e., deposits and withdrawals), your account will be automatically converted to an M&T First account with us. Thereafter, your account will be governed by the Specific Features and Terms for M&T First Accounts that apply to such accounts that are opened at the branch where you have your account and you will be bound by the terms and conditions contained therein as though you had signed a Deposit Account Opening Request for an M&T First account on the date of the account conversion.

Please see the Specific Features and Terms for M&T First accounts on pages 5-6.

**CLASSIC CHECKING****KIND OF ACCOUNT**

Checking Account

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

\$4.95 monthly service charge for each monthly service charge cycle for the account unless either:

1. there is a direct deposit of funds, such as Social Security benefits or payroll payments, made to the account during that period, or
2. during that period, at least 10 purchases or payments are made from the account using your M&T Check Card or M&T ATM Card, or
3. the average daily balance maintained in the account during that period is at least \$500, or
4. the sum of (a) the average daily balance of the account calculated for that period and (b) the sum of the average daily balances of all statement savings, money market and checking accounts linked to the account calculated for the period beginning on the first day of each such linked account's monthly service charge cycle and ending on the day before the last day of this Classic Checking account's monthly service charge cycle and (c) the sum of the average daily balances of all passbook savings accounts linked to the account calculated for the period beginning on the first day of each such linked account's interest payment cycle and ending on the day before the last day of this Classic Checking account's monthly service charge cycle and (d) the sum of the current balances of all club accounts, certificates of deposit, and individual retirement accounts linked to the account calculated as of the end of the day before the last day of this Classic Checking account's monthly service charge cycle is at least \$1,500.

Average daily balances are calculated by adding the balance in an account for each day of the prescribed period and dividing that figure by the number of days in such period.

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly service charge cycle depends upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly service charge cycle generally beginning on the date of account opening and each monthly service charge cycle thereafter beginning on the date next following the ending date of the monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of all money previously deposited in and credited to the account but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

ACCESS AT ELECTRONIC FACILITIES

Yes



EMPLOYEE M&T SELECT WITH INTEREST

KIND OF ACCOUNT

Interest-bearing Checking Account

ACCOUNT CAN BE OPENED BY

Any employee of M&T Bank or any of its affiliates who has arranged to have his or her pay deposited directly to the account.

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield* may change daily. The interest rate tiers for this account are as follows:

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000

*The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

Unless the account holder is an employee or retiree of M&T Bank or any of its affiliates and has his or her pay or retirement benefits deposited directly to the account, \$14 monthly service charge** for each monthly service charge cycle for the Employee M&T Select With Interest account unless either:

1. the average daily balance maintained in the account for that monthly service charge cycle is at least \$5,000, or
2. the sum of (a) the average daily balance of the account calculated for that monthly service charge cycle and (b) the sum of the average daily balances of all statement savings, money market and checking accounts linked to the account calculated for the period beginning on the first day of each such linked account's monthly service charge cycle and ending on the day before the last day of this Employee M&T Select With Interest account's monthly service charge cycle and (c) the sum of the average daily balances of all passbook

savings accounts linked to the account calculated for the period beginning on the first day of each such linked account's interest payment cycle and ending on the day before the last day of this Employee M&T Select With Interest account's monthly service charge cycle and (d) the sum of the current balances of all club accounts, certificates of deposit, and individual retirement accounts linked to the account calculated as of the end of the day before the last day of this Employee M&T Select With Interest account's monthly service charge cycle and (e) the sum of the balances of all loans linked to the account, calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this Employee M&T Select With Interest account's monthly service charge cycle occurs and (f) the sum of the balances of all non-deposit investments linked to the account calculated as of the beginning of the first business day of the calendar month immediately preceding the calendar month in which the last day of this Employee M&T Select With Interest account's monthly service charge cycle occurs is at least \$10,000, or

3. on the day before the last day of the monthly service charge cycle, you have an existing mortgage in good standing with M&T Bank, the original amount of which was at least \$100,000.

Average daily balances are calculated by adding the balance in an account for each day of the prescribed period and dividing that figure by the number of days in such period.

**Monthly service charge is not assessed if the account holder is an employee and has his or her pay deposited directly to the account, but will be assessed if employment terminates or if the employee's pay is no longer deposited directly to the account.

For additional fees that apply to checking accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE AND MONTHLY SERVICE CHARGE CYCLE

In general, the beginning and ending dates of each monthly interest payment cycle and each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle and monthly service charge cycle generally beginning on the date of account opening and each monthly interest payment cycle and monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle and monthly service charge cycle.

STATEMENT PERIOD

Monthly cycle

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us.

ACCESS AT ELECTRONIC FACILITIES

Yes

PERSONAL SAVINGS AND MONEY MARKET ACCOUNTS

IF THIS IS YOUR ACCOUNT PRIOR TO CONVERSION:	THIS WILL BE YOUR NEW ACCOUNT AT M&T BANK ON THE CONVERSION DATE:
<ul style="list-style-type: none"> • Coverdell Education Savings; OR • Money Market Advantage; OR • Premium Money Market Advantage 	<ul style="list-style-type: none"> • M&T Market Advantage
<ul style="list-style-type: none"> • Instant Access Savings 	<ul style="list-style-type: none"> • Relationship Savings
<ul style="list-style-type: none"> • Junior Savings 	<ul style="list-style-type: none"> • M&T Starter Savings
<ul style="list-style-type: none"> • WT Direct Savings 	<ul style="list-style-type: none"> • M&T e-Money Market

Beginning on the conversion date, your M&T consumer savings or money market account will be governed by the following documents:

- General Deposit Account Agreement
- Notice Regarding Overdrafts and Order of Payment of Debit Items
- Availability Disclosure for Consumer Deposit Accounts
- Specific Features and Terms for the specific type of account you will have after conversion
- Additional Fees for Consumer Savings Accounts
- Fees for Special Services
- Electronic Banking Card and Telephone Transaction Disclosure and Agreement

These documents are set forth in full in this section and will apply to your account as though you had signed a Deposit Account Opening Request for your M&T account on the conversion date. Please note that the Specific Features and Terms for your account include information about certain fees (including, among others, monthly service fees) and the ways, if any, you can avoid those fees, which may be different from what is applicable to your account prior to conversion.

SPECIFIC FEATURES AND TERMS

(Consumer Savings and Money Market Accounts)



M&T MARKET ADVANTAGE

KIND OF ACCOUNT

Statement Savings Account with optional checkwriting

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield* may change daily.

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000

*The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRAUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

1. \$10 service charge for each monthly service charge cycle if the balance is below \$2,500 as of the end of any day of that service charge cycle.
2. \$5 excess withdrawal fee for each withdrawal, except for the first 4 withdrawals, charged against the account during any monthly service charge cycle. The excess withdrawal fee is in addition to any fee for any electronic fund transfer made by using an electronic banking card or by using any electronic

fund transfer service we make available, including, but not limited to, any Internet service. A withdrawal includes, among other things, a withdrawal made by a check, at a teller, by using an electronic banking card to transfer funds to another deposit account with us, obtain cash, or pay the purchase price of goods or services, or by transfer made by telephone to another deposit account with us.

There is no minimum balance, no monthly service charge and no excess withdrawal fee if your account is held in a Coverdell Education Savings account.

For additional fees that apply to savings accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE AND MONTHLY SERVICE CHARGE CYCLE

In general, the monthly interest payment cycle and monthly service charge cycle for the account will be the same. The beginning and ending dates of each monthly interest payment cycle and each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle and monthly service charge cycle generally beginning on the date of account opening and each monthly interest payment cycle and monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle and monthly service charge cycle.

STATEMENT PERIOD

Quarterly cycle, unless the account is held in a Coverdell Education Savings account, which will receive statements annually.

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us.

TRANSACTION LIMITATIONS

During any calendar month, a total of no more than 6 withdrawals and transfers can be made to another account with us or to a third party by means of a preauthorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction (including Internet, web banking and other computer transactions), or by check, draft, debit card or similar order payable to a third party.

ACCESS AT ELECTRONIC FACILITIES

Yes, unless the account is held in a Coverdell Education Savings account.

NOT TRANSFERABLE

(as defined in 12 CFR 204)

**RELATIONSHIP SAVINGS****KIND OF ACCOUNT**

Statement Savings Account

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield* may change daily.

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000

*The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES AND MINIMUM BALANCE TO AVOID SERVICE FEES

1. \$5 service charge for each monthly service charge cycle unless either:
 - (a) on the service charge cycle date, you have a consumer Checking account with M&T Bank, or
 - (b) the balance in the Relationship Savings account is at least \$250 as of the end of any day of that service charge cycle.
2. \$5 excess withdrawal fee for each withdrawal, except for the first 4 withdrawals, charged against the account during any monthly service charge cycle. The excess withdrawal fee is in addition to any fee for any electronic fund transfer made by using an electronic banking card or by using any electronic fund transfer service we make available, including, but not limited to, any Internet service. A withdrawal includes, among other things, a withdrawal made by a check, at a teller, by using an electronic banking card to transfer funds to another deposit account with us, obtain cash, or pay the purchase price of goods or services, or by transfer made by telephone to another deposit account with us.

For additional fees that apply to savings accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE AND MONTHLY SERVICE CHARGE CYCLE

In general, the monthly interest payment cycle and monthly service charge cycle for the account will be the same. The beginning and ending dates of each monthly interest payment cycle and each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle and monthly service charge cycle generally beginning on the date of account opening and each monthly interest payment cycle and monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle and monthly service charge cycle.

STATEMENT PERIOD

Quarterly cycle

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us.

TRANSACTION LIMITATIONS

During any calendar month, a total of no more than 6 withdrawals and transfers can be made to another account with us or to a third party by means of a preauthorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction (including Internet, web banking and other computer transactions), or by debit card or similar order payable to a third party. No withdrawal can be made by check.

ACCESS AT ELECTRONIC FACILITIES

Yes

NOT TRANSFERABLE

(as defined in 12 CFR 204)

**M&T STARTER SAVINGS****KIND OF ACCOUNT**

Statement Savings Account

ACCOUNT CAN BE OPENED BY

Individuals under 18 years of age.*

*Eligibility to maintain M&T Starter Savings account terminates upon minor's attainment of age 18.

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield** may change daily. The interest rate tiers for this account are as follows:

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000

**The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES

There is no monthly maintenance charge for this account.

For additional fees that apply to savings accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE

In general, the beginning and ending dates of each monthly interest payment cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle generally beginning on the date of account opening and each monthly interest payment cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle.

STATEMENT PERIOD

Quarterly cycle

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us.

TRANSACTION LIMITATIONS

During any calendar month, a total of no more than 6 withdrawals and transfers can be made to another account with us or to a third party by means of a preauthorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction (including Internet, web banking and other computer transactions), or by debit card or similar order payable to a third party. No withdrawal can be made by check.

ACCESS AT ELECTRONIC FACILITIES

Yes, with parental consent.

NOT TRANSFERABLE

(as defined in 12 CFR 204)



M&T e-MONEY MARKET

KIND OF ACCOUNT

Statement Savings Account with optional checkwriting

RATE INFORMATION

Interest rate may change daily, is not tied to any index and is set at our discretion. Annual percentage yield* may change daily. The interest rate tiers for this account are as follows:

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000 but less than \$500,000
- At least \$500,000 but less than \$1,000,000
- At least \$1,000,000

*The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account on the business day we receive credit for the item.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest is compounded daily and credited to the account at the end of the last day of each monthly interest payment cycle, and on the date the account is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

SERVICE FEES

1. There is no monthly maintenance charge for this account.
2. \$5 excess withdrawal fee for each withdrawal, except for the first 4 withdrawals, charged against the account during any monthly service charge cycle. The excess withdrawal fee is in addition to any fee for any electronic fund transfer made by using an electronic banking card or by using any electronic fund transfer service we make available, including, but not limited to, any Internet service. A withdrawal includes, among other things, a withdrawal made by a check, at a teller, by using an electronic banking card to transfer funds to another deposit account with us, obtain cash, or pay the purchase price of goods or services, or by transfer made by telephone to another deposit account with us.

For additional fees that apply to savings accounts and special services, see the Fees section on pages 13-14. For fees that apply to electronic banking card use, see pages 15-16.

MONTHLY INTEREST PAYMENT CYCLE AND MONTHLY SERVICE CHARGE CYCLE

In general, the monthly interest payment cycle and monthly service charge cycle for the account will be the same. The beginning and ending dates of each monthly interest payment cycle and each monthly service charge cycle depend upon the account opening date and will cover a period of not less than 28 days nor more than 31 days, with the first monthly interest payment cycle and monthly service charge cycle generally beginning on the date of account opening and each monthly interest payment cycle and monthly service charge cycle thereafter beginning on the date next following the ending date of the previous monthly interest payment cycle and monthly service charge cycle.

STATEMENT PERIOD

Quarterly cycle

MINIMUM BALANCE TO EARN INTEREST AND OBTAIN ANNUAL PERCENTAGE YIELD

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain the annual percentage yield applicable to each interest rate tier.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money previously deposited in and credited to the account but not yet withdrawn from and charged against the account plus
2. All interest credited to the account before that day but not yet withdrawn from and charged against the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account minus
3. All noncash items (for example, checks) that were deposited in the account and for which we have not yet received credit.

BALANCE AVAILABLE FOR WITHDRAWAL

As of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

TRANSACTION LIMITATIONS

During any calendar month, a total of no more than 6 withdrawals and transfers can be made to another account with us or to a third party by means of a preauthorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction (including Internet, web banking and other computer transactions), or by check, draft, debit card or similar order payable to a third party.

ACCESS AT ELECTRONIC FACILITIES

Yes

NOT TRANSFERABLE

(as defined in 12 CFR 204)

CERTIFICATE OF DEPOSIT ACCOUNTS

IF THIS IS YOUR CD ACCOUNT ON THE CONVERSION DATE:	AT YOUR CD'S FIRST MATURITY ON OR AFTER THE CONVERSION DATE:
<ul style="list-style-type: none"> • Value Banking Select Term CD (including No-Penalty CDs) with terms of less than 6 months and automatic renewal • Select Term CD (including No-Penalty CDs, Jumbo CDs and Coverdell Education Savings Account CDs) with automatic renewal 	Your account will renew as an Automatically Renewable Regular Time Deposit at M&T Bank.
<ul style="list-style-type: none"> • Value Banking Select Term CD (including No-Penalty CDs) with terms of 6 months or greater and automatic renewal 	Your account will renew as an M&T Select Time Deposit at M&T Bank.
<ul style="list-style-type: none"> • Single-maturity CD 	That maturity date will be the final maturity date of the account and the account will not be automatically renewed. Upon maturity, the balance in the account will cease to earn interest and will remain in the account uninvested until you provide us with instructions for payment to you or for the deposit of it into another account you have or wish to open with us.

Until your CD matures for the first time, its terms will remain unchanged, except that the availability of funds deposited into that account will be governed by M&T's funds availability policy. After the first maturity of your CD following the conversion date, your account will be governed by the following documents:

- General Deposit Account Agreement
- Availability Disclosure for Consumer Deposit Accounts
- Specific Features and Terms for the specific type of account you will have at M&T if your account automatically renews
- Fees for Special Services

These documents are set forth in this section and will apply to your account as though you had signed a deposit account opening request for your M&T account at renewal.

SPECIFIC FEATURES AND TERMS

(CD Accounts)

**AUTOMATICALLY RENEWABLE REGULAR TIME DEPOSIT****KIND OF ACCOUNT**

Time Deposit Account

MATURITY NOTICE

You will receive a maturity notice with information about the initial term, first maturity date, and how you can inquire about the interest rate and annual percentage yield for the account.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account (1) on the day it is deposited if it is part of the opening deposit for the initial term and that deposit is made on a business day; (2) on the next business day if it is part of the opening deposit and that deposit is made on a day other than a business day; or (3) on the business day it is considered deposited if it is part of any other deposit.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST***

Interest is compounded daily and credited at the end of the day before each maturity date and, if requested, (1) approximately every month, (2) approximately every 3 months, (3) approximately every 6 months or (4) approximately every year.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money deposited in the account as part of the opening deposit for the initial term of the account but not yet withdrawn from the account plus
2. All other money previously deposited in and credited to the account but not yet withdrawn from the account plus
3. All interest credited to the account before that day but not yet withdrawn from the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account.

BALANCE AVAILABLE FOR WITHDRAWAL

Subject to the transaction limitations explained below, as of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

TRANSACTION LIMITATIONS

After the account is open, no withdrawal or additional deposit may be made except on any maturity date of the account or within 10 calendar days after any maturity date of the account.

AUTOMATIC RENEWAL

The account will be automatically renewed on each maturity date of the account unless, before that maturity date, you notify us not to renew it. Each time the account automatically renews, there will be a grace period of 10 calendar days after the maturity date to withdraw money from the account without penalty. However, money withdrawn during the grace period will not earn any interest during the grace period.

If, before any maturity date, you notify us not to automatically renew the account, on that maturity date (or on our next business day if that maturity date is not a business day), money in the account will stop earning interest unless you renew the account or reinvest the money.

PENALTY FOR EARLY WITHDRAWAL

A penalty may be imposed if money (1) deposited in the account before the first maturity date is withdrawn from the account before that maturity date, (2) deposited in the account on or after any maturity date is withdrawn before the next maturity date or (3) on deposit in the account as of any time we automatically renew the account is withdrawn before the new maturity date.

The penalty will be:

1. 182 days' interest on the amount of the withdrawal computed, without compounding, at the interest rate in effect when the withdrawal is made if the term of the account during which the withdrawal is made is more than 364 days and the withdrawal is not made within 10 calendar days after any maturity date of the account.
2. 91 days' interest on the amount of the withdrawal computed, without compounding, at the interest rate in effect when the withdrawal is made if the term of the account during which the withdrawal is made is less than 365 days and the withdrawal is not made within 10 calendar days after any maturity date of the account.

We can close the account at any time the balance falls below the minimum deposit required to open a Time Deposit account with us of the same type as the account on the date the account is opened or, if we automatically renew the account, on the most recent maturity date of the account.

SERVICE FEES

See schedule of Fees for Special Services on page 14.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us (note that automatic transfers of interest cannot be established to accounts at other institutions) or
3. By crediting the account followed immediately by withdrawal and payment by a check.

CHANGE OF TERM

If requested, on any maturity date of the account or within 10 calendar days after any maturity date of the account.

NOT TRANSFERABLE

(as defined in 12 CFR 204)

*The interest rate for the initial term is an annual rate that will be subject to change each time we automatically renew the account. The interest rate for any term for which we automatically renew the account will be set by us at our discretion without our having to use any index, formula or schedule in doing so.

**The annual percentage yield for the initial term is an annual rate that will be subject to change each time we automatically renew the account and is based on the assumptions that we automatically renew the account on each maturity date of the account, interest earned on money in the account is not withdrawn from the account and the interest rate for the initial term does not change any time we automatically renew the account.

***The availability of particular periodic interest payment options for the account depends on the term of the account. Not all of the interest payment options are available for all terms of the account.



M&T SELECT TIME DEPOSIT

KIND OF ACCOUNT

Time Deposit Account

MATURITY NOTICE

You will receive a maturity notice with information about the initial term, first maturity date, and how you can inquire about the interest rate and annual percentage yield for the account.

ACCUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in the account (1) on the day it is deposited if it is part of the opening deposit for the initial term and that deposit is made on a business day; (2) on the next business day if it is part of the opening deposit and that deposit is made on a day other than a business day; or (3) on the business day it is considered deposited if it is part of any other deposit.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST***

Interest is compounded daily and credited at the end of the day before each maturity date and, if requested, (1) approximately every month, (2) approximately every 3 months, (3) approximately every 6 months or (4) approximately every year.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest is computed each day using the daily balance method, under which we apply 1/365 of the interest rate for that day to the balance available to earn interest as of the end of that day.

BALANCE (OR PRINCIPAL)

As of any time during any day will consist of:

1. All money deposited in the account as part of the opening deposit for the initial term of the account but not yet withdrawn from the account plus
2. All other money previously deposited in and credited to the account but not yet withdrawn from the account plus
3. All interest credited to the account before that day but not yet withdrawn from the account.

BALANCE AVAILABLE TO EARN INTEREST

As of any time during any day will consist of:

1. The balance as of that time plus
2. All interest earned on money in the account before that day but not yet credited to the account.

BALANCE AVAILABLE FOR WITHDRAWAL

Subject to the transaction limitations explained below, as of any time during any day will consist of the funds available for withdrawal in accordance with the Availability Disclosure for Consumer Deposit Accounts.

TRANSACTION LIMITATIONS

After the account is open, no withdrawal or additional deposit may be made except on any maturity date of the account or within 10 calendar days after any maturity date of the account.

AUTOMATIC RENEWAL

The account will be automatically renewed on each maturity date of the account unless, before that maturity date, you notify us not to renew it. Each time the account automatically renews, there will be a grace period of 10 calendar days after the maturity date to withdraw money from the account without penalty. However, money withdrawn during the grace period will not earn any interest during the grace period.

If, before any maturity date, you notify us not to automatically renew the account, on that maturity date (or on our next business day if that maturity date is not a business day), money in the account will stop earning interest unless you renew the account or reinvest the money.

Provided you continue to be a Power or M&T Select customer (i.e., you have open with us a Power Checking, M&T Select, M&T Select With Interest or Employee M&T Select With Interest checking account) on a maturity date, the interest rate and annual percentage yield payable with respect to the account for the renewal term next following that maturity date will be the same interest rate and annual percentage yield in effect on the date of renewal as are then applicable to M&T Select Time Deposit Accounts at M&T Bank that are being renewed for the same term as your account on the same date. If you are not a Power Checking or M&T Select customer on a maturity date, your account will automatically renew as an Automatically Renewable Regular Time Deposit Account and the interest rate and annual percentage yield payable with respect to the account for that renewal term and each renewal term thereafter will be the same interest rate and annual percentage yield in effect as are then applicable to Automatically Renewable Regular Time Deposit Accounts at M&T Bank that are being renewed for the same term as your account on your account renewal date. If your account renews as an Automatically Renewable Regular Time Deposit Account, the account will not be automatically renewed as an M&T Select Time Deposit Account on any succeeding maturity date, even if you are then a Power Checking or M&T Select customer.

PENALTY FOR EARLY WITHDRAWAL

A penalty may be imposed if money (1) deposited in the account before the first maturity date is withdrawn from the account before that maturity date, (2) deposited in the account on or after any maturity date is withdrawn before the next maturity date or (3) on deposit in the account as of any time we automatically renew the account is withdrawn before the new maturity date.

The penalty will be:

1. 182 days' interest on the amount of the withdrawal computed, without compounding, at the interest rate in effect when the withdrawal is made if the term of the account during which the withdrawal is made is more than 364 days and the withdrawal is not made within 10 calendar days after any maturity date of the account.
2. 91 days' interest on the amount of the withdrawal computed, without compounding, at the interest rate in effect when the withdrawal is made if the term of the account during which the withdrawal is made is less than 365 days and the withdrawal is not made within 10 calendar days after any maturity date of the account.

We can close the account at any time the balance falls below the minimum deposit required to open a Time Deposit account with us of the same type as the account on the date the account is opened or, if we automatically renew the account, on the most recent maturity date of the account.

SERVICE FEES

See schedule of Fees for Special Services on page 14.

METHOD OF PAYMENT OF INTEREST

As requested:

1. By crediting the account or
2. By crediting the account followed immediately by transfer to a Checking or Savings account with us (note that automatic transfers of interest cannot be established to accounts at other institutions) or
3. By crediting the account followed immediately by withdrawal and payment by a check.

CHANGE OF TERM

If requested, on any maturity date of the account or within 10 calendar days after any maturity date of the account.

NOT TRANSFERABLE

(as defined in 12 CFR 204)

*The interest rate for the initial term is an annual rate that will be subject to change each time we automatically renew the account. The interest rate for any term for which we automatically renew the account will be set by us at our discretion without our having to use any index, formula or schedule in doing so.

**The annual percentage yield for the initial term is an annual rate that will be subject to change each time we automatically renew the account and is based on the assumptions that we automatically renew the account on each maturity date of the account, interest earned on money in the account is not withdrawn from the account and the interest rate for the initial term does not change any time we automatically renew the account.

***The availability of particular periodic interest payment options for the account depends on the term of the account. Not all of the interest payment options are available for all terms of the account.

FEES

ADDITIONAL FEES FOR CONSUMER CHECKING ACCOUNTS

1. Except as provided below, an insufficient funds or overdraft fee of \$37 will be charged for each withdrawal, transfer or other transaction made or attempted to be made by any means including by check, in-person withdrawal, ATM withdrawal or other electronic means (each a "Debit Item"), if the amount of the Debit Item exceeds the balance available for withdrawal when the Debit Item is charged or attempted to be charged against the account.

Insufficient Funds (NSF) Fees: If you do not have enough available funds in your account to pay a check or ACH transaction and we return the check or ACH transaction unpaid, we will charge you an insufficient funds (NSF) fee of \$37 for that check or ACH transaction unless one of the following exceptions applies:

- a. The amount of the Debit Item is less than \$10; or
- b. You have already been charged a total of 6 NSF and overdraft fees for Debit Items processed for payment on that business day.

Overdraft Fees: If the amount of a Debit Item exceeds the available balance in your account, and we pay the Debit Item anyway, we will charge you an overdraft fee for that Debit Item unless one of the following exceptions applies:

- a. The money is paid under an Overdraft Arrangement;* or
- b. The amount of the Debit Item is less than \$10; or
- c. The overdraft results from an ATM or one-time debit card transaction from your checking account and you have not elected to permit us to authorize and pay these transactions when you do not have enough money to pay them; or
- d. Your account has already been charged a total of 6 NSF and overdraft fees for Debit Items processed for payment on that business day.

The amount of the overdraft fee is \$37, or \$0 if the amount of the Debit Item does not exceed your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.

* We will not charge an overdraft fee if a Debit Item is covered fully under an Overdraft Arrangement (i.e., a line of credit account or another account with us or one of our affiliates that is linked to your account for the purpose of covering overdrafts); however, you are responsible for any charges for using that Overdraft Arrangement.

Extended Overdraft Fee: In addition to any overdraft fee charged for a particular Debit Item, if we pay a Debit Item and, as a result, your account becomes overdrawn or further overdrawn, we will charge you an extended overdraft fee for every 5 consecutive business days that the account remains overdrawn until the earlier of: (1) the business day that you pay to us all amounts owed, including the amount of the initial overdraft and any other Debit Items and fees that further overdraw the account; or (2) the expiration of 10 business days after the business day on which the account originally became overdrawn.

(NOTE: You will not be charged an extended overdraft fee if the overdraft in your checking account is solely attributable to ATM and one-time debit card transactions and you have not elected to permit us to authorize and pay these transactions when you do not have enough money to pay them.)

2. Check order fee, which varies, depending upon the style and number of checks ordered.¹
3. \$35 stop payment fee for each order to stop payment of a check or preauthorized payment to be made by an electronic fund transfer from the account and for each renewal of such an order.¹
4. \$15 returned deposited item fee for each check or other item deposited in the account and returned unpaid.¹
5. \$5 statement photocopy fee for each extra copy of a statement for the account.
6. \$5 check photocopy fee for each copy of a check written on the account that we pay.
7. \$2 duplicate statement fee per statement cycle for each duplicate statement sent by us at your request (over and above the original statement).
8. \$1 counter check fee for each counter check you purchase.
9. \$15 returned item fee for each check or other item we cash for you that is returned unpaid.
10. \$10 for each day that there is a transfer to another account to cover one or more overdrafts in that account (no charge for transfers to a Power Checking account or to accounts that were formerly Wilmington Trust Value Banking Checking, Value Banking Interest Checking or Bank@Work Checking accounts).

ADDITIONAL FEES FOR CONSUMER SAVINGS ACCOUNTS

1. Except as provided below, an insufficient funds or overdraft fee of \$32 will be charged for each withdrawal, transfer or other transaction made or attempted to be made by any means including by check, in-person withdrawal, ATM withdrawal or other electronic means (each a "Debit Item"), if the amount of the Debit Item exceeds the balance available for withdrawal when the Debit Item is charged or attempted to be charged against the account.

Insufficient Funds (NSF) Fees: If you do not have enough available funds in your account to pay a check or ACH transaction and *we return the check or ACH transaction unpaid*, we will charge you an insufficient funds (NSF) fee of \$32 for that check or ACH transaction unless one of the following exceptions applies:

- The amount of the Debit Item is less than \$10; or
- You have already been charged a total of 6 NSF and overdraft fees for Debit Items processed for payment on that business day.

Overdraft Fees: If the amount of a Debit Item exceeds the available balance in your account, and *we pay the Debit Item anyway*, we will charge you an overdraft fee for that Debit Item unless one of the following exceptions applies:

- The amount of the Debit Item is less than \$10; or
- The overdraft results from an ATM or one-time debit card transaction from your savings account; or
- Your account has already been charged a total of 6 NSF and overdraft fees for Debit Items processed for payment on that business day.

The amount of the overdraft fee is \$32, or \$0 if the amount of the Debit Item does not exceed your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.

- Check order fee, which varies depending upon the style and number of checks ordered.
- \$1 counter check fee for each counter check you purchase.
- \$35 stop payment fee for each order to stop payment of a check or preauthorized payment to be made by an electronic fund transfer from the account, and for each renewal of such an order.
- \$15 returned deposited item fee for each check or other item deposited in the account and returned unpaid.
- \$5 check photocopy fee for each copy of a check written on the account that we pay.
- \$5 statement photocopy fee for each extra copy of a statement for the account.
- \$2 duplicate statement fee per statement cycle for each duplicate statement sent by us at your request (over and above the original statement).
- \$15 returned item fee for each check or other item we cash for you that is returned unpaid.
- \$10 for each day that there is a transfer to another account to cover one or more overdrafts in that account (no charge for transfers to a Power Checking account or to accounts that were formerly Wilmington Trust Value Banking Checking, Value Banking Interest Checking or Bank@Work Checking accounts).

FEES FOR SPECIAL SERVICES

- \$15 account transfer fee to process a request made by another financial institution at your request to transfer the proceeds of a Checking account with us opened in your name to the other financial institution (fee is deducted from the proceeds of the account).
- \$5 account transfer fee to process a request made by another financial institution at your request to transfer the proceeds of a Savings or Time Deposit account with us opened in your name to the other financial institution (fee is deducted from the proceeds of the account).
- \$5 account collection fee to process a request to another financial institution, made by us at your request, to collect the proceeds of an account with that institution opened in your name.
- \$20 per hour Checking or Savings account reconciliation/research fee.
- \$15 per hour Time Deposit account reconciliation/research fee.
- \$110 legal process fee for each Internal Revenue Service Levy that is processed against the account.
- \$110 legal process fee for each New York³ Restraining Notice, Execution Notice or Order of Attachment that is processed against the account.
- \$150 legal process fee for each Pennsylvania³ Writ of Execution or Attachment that is processed against the account.
- \$150 legal process fee for each Maryland³ Writ of Execution or Attachment that is processed against the account.
- \$110 legal process fee for each Delaware, District of Columbia, Virginia or West Virginia³ Writ of Execution or Attachment that is processed against the account.
- \$110 legal process fee for all other legal papers regardless of jurisdiction (e.g., court orders) that are processed against the account.
- \$25 for each conditional release of restraint or levy on consent that is processed against the account.
- \$4 processing fee to close the account by mail.
- \$5 item collection fee for each check or other item that is written on a United States financial institution or a Canadian financial institution and is sent for collection.
- \$15 foreign item collection fee for each check or other item that is written on a foreign financial institution (other than a Canadian financial institution) or \$20 foreign item collection fee if you request that the proceeds of the check or other item be paid to you by M&T Bank official check.
- \$30 for each outgoing domestic wire transfer from a Checking or Savings account.
- \$40 for each outgoing international wire transfer from a Checking or Savings account.
- \$15 for each incoming wire transfer to a Checking or Savings account.^{1,2}
- \$3 statement photocopy fee for each extra copy of a statement for a Time Deposit account.

- Fee is not assessed if the account to which the transaction relates is a Power Checking, M&T Select, M&T Select With Interest or Employee M&T Select With Interest account. Such customers receive free standard checks.
- Fee is not assessed if the account to which the transaction relates is an @College CheckingSM account.
- Fee is based on jurisdiction from which the legal document is issued.

See the paragraph entitled "Fees for Use of Electronic Banking Card" on pages 15-16 for information about fees related to using your M&T Check Card or M&T ATM Card.

ELECTRONIC BANKING CARD AND TELEPHONE TRANSACTION DISCLOSURE AND AGREEMENT

MEANING OF SOME WORDS

In this agreement, (1) "we," "us," "our" and "ours" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14203, (2) "you" and "your" mean anyone issued a card or access device, (3) "your card" means any M&T ATM Card or Visa[®] debit card (which we refer to as an M&T Check Card, M&T Gold Check Card, Bills Check Card, Ravens Check Card, Monster Mile[®] Check Card or Portfolio Management Account card) tied to a deposit account with us established primarily for personal, family or household purposes, and any Virtual Card issued by us, (4) "our VRU" means the M&T Telephone Banking Center automated voice response unit, (5) "access device" means your card, or for purposes of accessing or activating our Electronic Services, your Virtual Card or, for certain purposes, such as accessing our VRU to initiate electronic transfers, the card number for your card, (6) "your PIN" means the secret personal identification number assigned to your card, (7) "your Checking account" means any Checking account with us to which your card is tied, (8) "your Savings account" means any Savings account with us to which your card is tied, (9) "your Portfolio Management Account" means an integrated financial service in which a Checking account with us is linked with a brokerage account with our subsidiary, M&T Securities, Inc., a money market mutual fund account with the MTB Group of Funds, or a sweep deposit account with us and a margin account provided by M&T Securities, Inc.'s clearing broker ("Clearing Broker"), (10) "your Overdraft account" means any line of credit with us or any of our affiliates (including a credit card account) that is used as a source of overdraft protection for your Checking account, (11) your "Overdraft Arrangement account" means any deposit account you may have with us that is used as a source of overdraft protection for your Checking account, (12) your "Virtual Card" means the multi-digit number issued to you that can be used alone or in conjunction with other information (such as a PIN) to identify you for purposes of accessing our VRU or enrolling in certain of our Electronic Services, and (13) "Electronic Services" means electronic banking services not provided at electronic facilities covered by this agreement which we may make available to you from time to time via the Internet or other electronic medium, including, without limitation, M&T Web Banking[®]. Except as set forth herein, the terms and conditions of such Electronic Services are not covered by this agreement.

YOUR ACCESS DEVICE AND YOUR PIN; ENROLLING IN ELECTRONIC SERVICES

Your PIN has been or will be assigned to your card and told to you, or, if you prefer, you can choose your PIN. Use of your access device and PIN shall constitute sufficient verification of your identity to us, including authenticating your identity over the Internet or other electronic medium, and shall serve as your electronic signature which, when used in the process of enrolling in Electronic Services, will indicate your intention to accept and be bound by the terms and conditions of the applicable Electronic Services agreement. You must not let anyone else have your access device or your PIN unless you authorize him or her to use your access device at electronic facilities covered by this agreement or to enroll in any Electronic Services we may offer from time to time, and, if your card is a Visa debit card, at merchants and financial institutions that honor Visa debit cards without the use of an electronic facility. You will be responsible for all transactions initiated through electronic facilities by you or anyone else you allow to have your PIN, and for any Electronic Services enrolled in by you or anyone else you allow to have your PIN and access device. You must not write your PIN on your card or keep it with your access device.

USE OF YOUR ACCESS DEVICE

You or anyone you authorize to use your access device can use it to make an electronic transfer or other transaction at electronic facilities covered by this agreement, or to enroll in Electronic Services we may offer from time to time, and, if your card is a Visa debit card, at merchants and financial institutions that honor Visa debit cards without the use of an electronic facility. Electronic facilities covered by this agreement are our own automated teller machines (ATMs), electronic facilities owned or operated by any of our affiliates, our VRU, ATMs and point-of-sale terminals in networks of shared electronic facilities in which we directly or indirectly participate (for example, the PLUS[®], STAR[®] or Visa network) and any means of electronic communication through which you may communicate instructions to make transfers to or from your account using your access device

(e.g., telephone or Internet). If your card is used in a transaction at a point-of-sale terminal with the assistance of an operator such as a retail store clerk, the operator will act as your agent in the transaction.

ELECTRONIC TRANSFERS

Your access device can be used at electronic facilities covered by this agreement to (1) make a withdrawal from your Checking account or your Savings account, (2) make a deposit in your Checking account or your Savings account, (3) make a transfer to an account linked to your card, (4) make a transfer from an account linked to your card to another account that you or someone else has with us or with another bank, (5) make a transfer from your Checking account or your Savings account to pay for a purchase of goods or services, and (6) arrange for transfers from your Checking account or your Savings account to pay bills for services provided by companies authorized to process bill payment transactions through STAR, Visa or other networks in which we participate. Not all those transactions can be made at all electronic facilities covered by this agreement. If your card is a Visa debit card, it also can be used to make (1) a transfer from your Checking account to pay for a purchase of goods or services at any merchant that honors Visa debit cards without the use of an electronic facility, or (2) a withdrawal from your Checking account to obtain cash at any financial institution that honors Visa debit cards without the use of an electronic facility. You are responsible for the accuracy and completeness of all information and directions supplied to us in connection with a transaction made using our VRU. For your protection and ours, you agree that we may, but we do not have to, record your instructions for electronic transfers made using our VRU. If your Checking account, your Savings account or your Overdraft account or other line of credit account is opened in the names of two or more persons, you agree that each person has complete authority to use electronic facilities to request and make electronic fund transfers to and from that account and any other account to which your card is tied and that we shall incur no liability for such electronic fund transfers made at the request of any such person in accordance with this agreement.

OTHER TRANSACTIONS

In addition to the transactions described in the section entitled "Electronic transfers," your access device can be used at electronic facilities covered by this agreement to (1) make a deposit in a deposit account other than your Checking account and your Savings account, (2) find out the balance of your Checking account or your Savings account, (3) obtain a mini-statement printout of the previous 5 transactions on your Checking account or your Savings account, (4) pay an amount owing under an account with us or someone else for whom we collect payments, (5) cash a check, (6) find out the amount of credit available under your Overdraft account or other line of credit account tied to your card, and (7) obtain credit under your Overdraft account, or other line of credit account tied to your card, to borrow money in cash. Not all those transactions can be made at all electronic facilities covered by this agreement.

TIME OF INFORMATION

When your access device is used at any electronic facility covered by this agreement to find out the balance of your Checking account or your Savings account or the amount of credit available under your Overdraft account or other line of credit account the information will generally, but not necessarily, be as of a time no earlier than the start of our most recent business day beginning before the inquiry. When your access device is used at an electronic facility to find out the balance of your Portfolio Management Account, the balance information includes the free credit balance in your brokerage account, the redemption value of your investments in the MTB money market fund, or the value of your funds in the sweep deposit account, and if your brokerage account is a margin account, the available margin loan value of the marginable securities in your brokerage account. This information may not include transactions still in process or changes in the current market value of securities in your brokerage account.

LIMITATIONS ON TRANSACTIONS

The following limitations apply to the use of your access device:

1. During any day, the total transactions in which cards having the same card number (or access devices for such cards) are used at an ATM to obtain cash, whether cash is obtained through a withdrawal from your Checking account or your Savings account or through another transaction (for example, a transaction in which a check is cashed or credit is obtained under your Overdraft account or other line of credit account tied to your card to borrow money in cash) cannot exceed (i) 9 in number (15 if your card is an M&T Gold Check Card) or (ii) \$500 in amount (\$1,000 if your card is an M&T Gold Check Card). We may, but we do not have to, from time to time allow transactions that exceed these limits.
2. During any day, the total transactions in which cards having the same card number (or access devices for such cards) are used to access your Checking account or your Savings account to (a) pay for a purchase of goods or services, (b) pay bills for services provided by companies authorized to process bill payment transactions through STAR, Visa or other networks in which we participate or (c) perform a cash advance through Visa, cannot exceed (i) 9 in number if your card is an M&T ATM Card, 15 if your card is a Visa debit card other than an M&T Gold Check Card, or 20 if your card is an M&T Gold Check Card or (ii) \$500 in amount if your card is an M&T ATM Card, \$2,500 if your card is a Visa debit card other than an M&T Gold Check Card,

or \$5,000 if your card is an M&T Gold Check Card. We may, but we do not have to, from time to time allow transactions that exceed these limits.

3. Deposits in or transfers to your Checking account or your Savings account at some electronic facilities may be limited by the operators of those facilities or by the networks in which they participate.
4. If you have multiple accounts of the same type linked to your card (i.e., multiple checking accounts), some locations at which you can use your access device may not offer the ability to select which of those accounts you wish to use to effect your transaction, and some locations may offer the ability to select some, but not all, of those accounts. When no such choice is offered, the transaction will be processed in connection with your primary account, as designated by you and reflected in our records.
5. During any calendar month, no more than 6 withdrawals can be made from your Savings account by a check, by a preauthorized, automatic or telephonic transfer to another deposit account with us or to a third party (including a transfer made via the Internet using Electronic Services) or by a transfer to a third party made using your access device (for example, a transfer to pay the purchase price of goods or services).

Other limitations on the use of your access device can be imposed. For purposes of any limitation on the use of your access device, a day does not necessarily have to begin at midnight. For reasons of security, we are not describing exactly when a day begins for purposes of any limitation on the use of your access device.

FOREIGN TRANSACTIONS

If your access device is used to conduct a transaction in a foreign country, the transaction may be in a foreign currency. For purchases made through the Visa network with your Visa debit card, Visa will convert the purchase price into a U.S. dollar amount. The conversion rate will be (a) a rate selected by Visa from the range of rates available in wholesale currency markets on the date (based on Greenwich Mean Time) Visa receives the transaction for processing, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the date (based on Greenwich Mean Time) on which Visa receives the transaction for processing. For other transactions, we will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle for the transaction. The currency exchange rate may be different on that day than on the day of the transaction. Also, there may be special currency exchange charges, which you agree to pay. We have no control over the exchange rate or the date or place of exchange or the amount of any special currency exchange charges.

FEES FOR USE OF ELECTRONIC BANKING CARD

You must pay each fee imposed by us for any transaction made using your access device. (For purposes of imposing fees for transactions, (1) a deposit combined with a withdrawal of part of the deposit to get cash back is considered to be a single transaction, (2) the fee for cashing a check will be charged either to your Checking account or your Savings account, depending on which account is selected at the time the check is cashed, and (3) the fee for a transfer from an account linked to your card to another account will be charged to the account from which funds are transferred.) The fees are as follows:

1. For transactions not conducted at M&T ATMs:
 - a. If your card is a Visa debit card, \$3.50 for each cash advance made from your Checking account if the cash advance does not involve the use of your PIN, including such cash advances made at one of our locations;¹
 - b. \$0.50 for each transfer from your Checking account to pay for a purchase of goods or services if the transfer involves the use of your PIN (\$1.50 if the account to which the transaction relates is a MyChoice Checking or M&T Totally Free Checking account and cash back is requested). Until further notice, this fee will not be assessed if the account to which the transaction relates is a former Wilmington Trust deposit account;^{1,2}
 - c. \$0.75 for each transfer from your Savings account to pay for a purchase of goods or services if the transfer involves the use of your PIN. Until further notice, this fee will not be assessed if the account to which the transaction relates is a former Wilmington Trust deposit account;
 - d. \$2.00 for each inquiry as to the balance of your Checking account or your Savings account made at a non-M&T ATM (\$5.00 if such ATM is located outside the 50 United States or the District of Columbia);^{1,2}
 - e. \$2.00 for each withdrawal or cash advance from your Checking account made at a non-M&T ATM (the greater of \$5.00 or 3% of the U.S. dollar amount of the transaction if such ATM is located outside the 50 United States or the District of Columbia);^{3,4}
 - f. \$2.00 for each withdrawal from your Savings account made at a non-M&T ATM (the greater of \$5.00 or 3% of the U.S. dollar amount of the withdrawal if such ATM is located outside the 50 United States or the District of Columbia);
 - g. \$2.00 for each other electronic funds transfer transaction from your Checking account or your Savings account made at a non-M&T ATM (\$5.00 if such ATM is located outside the 50 United States or the District of Columbia);^{1,3}

¹ Fee is not assessed if the account to which the transaction relates is a Power Checking account, an M&T Select account, an M&T Select With Interest account, an Employee M&T Select With Interest account or a Portfolio Management Account Checking account.

- ² Fee is not assessed if the account to which the transaction relates is an M&T @ Work Checking or @College Checking account.
- ³ If the account to which the transaction relates is an M&T @ Work Checking account, each monthly service charge cycle, M&T will waive up to a total of 5 of the fees charged for any combination of transactions described in 1(e) and 1(g). No more than 5 fees will be waived regardless of the number or type of transactions in these categories.
- If the account to which the transaction relates is an @College Checking account, each monthly service charge cycle, M&T will waive up to a total of 4 of the fees charged for any combination of transactions described in 1(e) and 1(g). No more than 4 fees will be waived regardless of the number or type of transactions in these categories.
- ⁴ Fee is not assessed if the withdrawal or cash advance is made from a Power Checking account or a Portfolio Management Account Checking account. If the withdrawal or cash advance is made from an M&T Select, M&T Select With Interest or Employee M&T Select With Interest account, no fee will be assessed for such transactions at ATMs in the United States.
2. The greater of \$0.50 or 3% of the U.S. dollar amount of any transaction made in a foreign country, if such transaction is made with your Visa debit card and is processed through the Visa network;
 3. \$1.00 for each ATM mini-statement printed at one of our ATM facilities, unless the account to which the ATM mini-statement relates is a Power Checking, M&T Select, M&T Select With Interest, Employee M&T Select With Interest, M&T @ Work Checking or Portfolio Management Account Checking account;
 4. \$10.00 for each transfer or withdrawal from your Overdraft account (no charge for transfers to a Power Checking account or to accounts that were formerly Wilmington Trust Value Banking Checking, Value Banking Interest Checking or Bank@Work Checking accounts);
 5. \$10.00 for each transfer to your Checking account from your Overdraft Arrangement account (no charge for transfers to a Power Checking account or to accounts that were formerly Wilmington Trust Value Banking Checking, Value Banking Interest Checking or Bank@Work Checking accounts);
 6. Unless your Savings account is a Power Money Market or M&T Starter Savings account, or is held in a Coverdell Education Savings account, in addition to any other fee, \$5.00 for each withdrawal or transfer from the account, except for the first 4 withdrawals and transfers, charged against the account during any monthly service charge cycle for the account;
 7. Except as otherwise noted in this section, \$37.00 for each withdrawal, transfer or other transaction made or attempted to be made from your Checking account by any means if the amount of the withdrawal, transfer or other transaction is \$10.00 or more and exceeds the balance available for withdrawal when the withdrawal, transfer or other transaction is charged or attempted to be charged against the account unless the excess is lent under your Overdraft account or any other line of credit account to which the account is tied, or is made available from your Overdraft Arrangement account. No more than 6 such fees will be charged to the account in connection with such transactions occurring on a given business day. No fee will apply if: (a) the transaction amount is less than \$10.00, (b) the transaction is made at an ATM or is an everyday debit card transaction and you have not elected to permit us to authorize and pay such transactions when you do not have sufficient funds in your account, or (c) we pay the transaction and the amount of the transaction does not exceed your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.
 8. Except as otherwise noted in this section, \$32.00 for each withdrawal, transfer or other transaction made or attempted to be made from your Savings account by any means if the amount of the withdrawal, transfer or other transaction exceeds the balance available for withdrawal when the withdrawal, transfer or other transaction is charged or attempted to be charged against the account. No more than 6 such fees will be charged to the account in connection with such transactions occurring on a given business day. No fee will apply if: (a) the transaction amount is less than \$10.00, (b) the transaction is made at an ATM or is an everyday debit card transaction, or (c) we pay the transaction and the amount of the transaction does not exceed your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.
 9. If your Checking account becomes overdrawn (i.e., the balance becomes negative) by means of a debit item we have paid, you will be charged an additional \$10.00 extended overdraft fee for every 5 consecutive business days the account remains overdrawn until the earlier of:
 - a. The business day that you pay to us all amounts owed, including the amount of the initial overdraft and any debit items and fees that further overdraw the account; or
 - b. The expiration of 10 business days after the business day on which the account originally became overdrawn;
 (Note: You will not be charged an extended overdraft fee if the overdraft in your account is attributable solely to ATM or one-time debit card transactions and you have not elected to permit us to authorize and pay these transactions when you do not have sufficient available funds in your account.)
 10. \$15.00 returned item fee for each check or other item deposited in your Checking account or your Savings account at any electronic facility and

returned unpaid. (\$10.00 if the account to which the transaction relates is maintained in New York.) There is no fee if the account to which the transaction relates is a Power Checking, M&T Select, M&T Select With Interest, Employee M&T Select With Interest or Portfolio Management Account;

11. \$15.00 returned item fee for each check or other item cashed for you at any electronic facility and returned unpaid. (\$10.00 if the primary account linked to your access device is maintained in New York.) There will be no fee if the primary Checking account linked to your access device is a Portfolio Management Account;
12. Up to \$10.00 fee for reissuance or replacement of your card;
13. \$25.00 fee if you requested expedited delivery of a new or replacement card. Expedited delivery may take 1-2 business days. If you request expedited delivery outside the contiguous United States or the District of Columbia, such fee will be \$50.00, and delivery may take longer than 2 business days. There will be no fee for expedited delivery if the primary account linked to your card is a Power Checking account, or the requested card is a Portfolio Management Account Card.

YOU ARE ADVISED THAT IF YOUR CARD OR ACCESS DEVICE IS USED TO INITIATE ELECTRONIC TRANSFERS OR TO CONDUCT OTHER TRANSACTIONS (INCLUDING BALANCE INQUIRIES) AT AN ELECTRONIC FACILITY (INCLUDING AN ATM) THAT IS OPERATED BY SOMEONE OTHER THAN US OR ONE OF OUR AFFILIATES, YOU MAY BE CHARGED A FEE FOR SUCH TRANSFER OR OTHER TRANSACTION BY THE OPERATOR OF THAT ELECTRONIC FACILITY OR ANY NETWORK USED TO COMPLETE THE TRANSFER OR OTHER TRANSACTION.

RECEIPTS

A receipt will be issued with respect to each completed EFT transaction made using your access device at any electronic facility covered by this agreement (other than an EFT transaction made through use of our VRU or Electronic Services) or, if your card is a Visa debit card, at any merchant or financial institution that honors Visa debit cards without the use of an electronic facility. However, all transactions are subject to verification. If there is a conflict between the receipt and our records concerning the transaction, our records will control.

STATEMENTS

You will be sent a statement for your Savings account at least quarterly if no electronic transfers have been made to or from the account. A statement for your Savings account will also be sent to you on the monthly cycle date for your Savings account if there have been electronic transfers made to or from the account in the period since the prior monthly cycle date. (The monthly cycle date for your Savings account is the date in each calendar month when interest is credited to the account, which, in turn, depends on the date your Savings account was opened.) If you have a Checking account (unless your Checking account is a Portfolio Management Account Checking account), you will be sent a statement for the account approximately once a month. If your Savings account is linked for combined statement purposes to a Checking account, you will be sent a combined statement for the Savings account and Checking account approximately once each month on the monthly cycle date for your Checking account. If your Checking account is a Portfolio Management Account Checking account, statements for your Checking account will be combined with statements for your brokerage account and will be sent to you by Clearing Broker, but for purposes of this agreement will be considered to be sent by us. You will be sent a statement for your Portfolio Management Account Checking account for each monthly statement period in which an electronic transfer or other transaction is credited to or charged against your Checking account or your brokerage account and you will receive a statement at least quarterly if no transaction has occurred. Any statement for your Checking account or your Savings account will show all transactions credited to or charged against the account during the period covered by the statement.

CREDITING AND CHARGING

We do not have to credit or charge any account in connection with any transaction made using your access device until the end of our first banking day following our banking day on which the transaction is made. Also, we do not have to credit or charge any account in connection with the transaction until we have verified that any cash or check or other document that was to be inserted in the electronic facility in connection with the transaction was inserted. We can charge your Checking account or your Savings account in any order convenient to us for withdrawals and transfers from it regardless of the ways the withdrawals and transfers are made.

OBTAINING MORE MONEY THAN IS IN ACCOUNT

If any amount of money involved in any transaction made using your access device is to be withdrawn from your Checking account or your Savings account but exceeds the balance available for withdrawal from the account, you must, unless the account is your Checking account and the excess is lent under your Overdraft account, or is made available from an Overdraft Arrangement account to which the account is tied, immediately pay us the excess and any charge we impose for making the excess available and not use or allow the use of your access device until

we have been paid the excess and the charge. If we hire an attorney to collect any of the excess or any of the charge, you must pay us the attorney's fee and all legal expenses we pay in connection with the collection.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

NOTICE OF LOSS, THEFT OR UNAUTHORIZED USE

If you believe that your card or your PIN has been lost or stolen, or if you believe that any transaction involving your Checking account or your Savings account may have been or may be made using your access device without your authorization, you must contact us at once by telephoning the **M&T Telephone Banking Center, 1-800-724-1552, or by writing Manufacturers and Traders Trust Company, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center.** Further, if you believe that any Electronic Services were activated using your access device and PIN without your authorization, you should contact us at once by telephoning the **M&T Online Customer Service Center, 1-800-790-9130, or by writing to the above address, Attention: M&T Online Customer Service Center.** Please note that any notice transmitted to us at any address other than the address indicated in this section, including but not limited to any e-mail address or web site, will not constitute valid notice.

CONSUMER ATM SAFETY INFORMATION

The activity at our ATM facilities covered by the New York State ATM Safety Act and many of our other ATM facilities is recorded by a surveillance camera or cameras. The following safety precautions should be employed while using an ATM facility: (1) if the ATM facility is located within the interior of a building and you use the ATM facility after regular banking hours (a) close the entry door completely upon entering or exiting and (b) do not permit any unknown person to enter; (2) before exiting an ATM facility, place any withdrawn cash securely upon your person; (3) be aware of your surroundings when you use an ATM facility, particularly during the hours of darkness; (4) be accompanied by another person when using an ATM facility during the hours of darkness; (5) refrain from displaying cash, place cash in a pocket as soon as a transaction is completed and count cash in the safety of a locked enclosure such as a car or home; (6) use another ATM facility or return at a later time if you notice anything suspicious; (7) cancel a transaction, place your access device in a pocket and leave if you notice anything suspicious when you are using an ATM; and (8) immediately report all crimes to the operator of the ATM and to local law enforcement officials. Complaints concerning security at our ATM facilities should be directed to the Security Department of Manufacturers and Traders Trust Company at (716) 842-5410. If the ATM facility is located in New York State, you may also call the New York State Banking Department's ATM safety complaint line at (877) BANK-NYS. If the ATM is located in New York City, you may also notify the New York City Department of Consumer Affairs by dialing 311. If emergency assistance is needed due to criminal activity or medical emergency, call 911 at the nearest available public telephone.

LIABILITY FOR UNAUTHORIZED USE

1. Except as provided in paragraphs 2 and 3 of this section, you may have to bear the loss of money taken from your Checking account or your Savings account in any transaction or series of related transactions made using your access device without your authorization. How much of the loss you will have to bear will depend on when (a) we are given a notice that your card or your PIN has been lost or stolen, or (b) we are given a notice or become aware of circumstances indicating that a transaction involving your Checking account or your Savings account has been or may be made using your access device without your authorization. If we are given the notice or become aware of those circumstances within 2 of our business days after the date you learn of the loss, theft or possible unauthorized transaction, you will have to bear (subject to limitations under federal law) as much as \$50 of the loss. If we are not given the notice or do not become aware of those circumstances within those 2 business days and we can show that we could have stopped the taking of the money had we been given the notice during those 2 business days, you will have to bear (subject to limitations under federal law) as much as \$500 of the loss. Also, if any statement for your Checking account or your Savings account we send or deliver to you shows any transaction made using your access device without your authorization and you do not report the unauthorized transaction to us within 60 days after the date we send or deliver the statement to you, you will have to bear (subject to limitations under federal law) as much as \$50 of the loss occurring before the end of those 60 days and, if we can show that we could have stopped the taking of the money had the unauthorized transaction been reported to us during those 60 days, all of the loss occurring after the end of those 60 days. For a good reason (such as a long trip or hospital stay by you), we will extend the periods of 2 of our business days and 60 days referred to in this section a reasonable time.
2. If your card is a Visa debit card, unless we determine that you were grossly negligent or fraudulent in the handling of your account or access device, you will not have to bear the loss of money taken from your Checking account or your Savings account in any transaction or series of related transactions made using your card or your access device associated with your card without your

authorization (except for electronic transfers made to or from your account using your card at an ATM, using the access device associated with your card in a transaction initiated through our VRU, or any other transaction which is processed through a network other than the Visa network, which are subject to the rules on liability stated in paragraph 1 of this section). We might determine that you were grossly negligent in the handling of your account or access device if you fail to promptly report unauthorized transactions. This means that, if any statement for your Checking account or your Savings account we send or deliver to you shows any transaction made using your access device without your authorization and you do not report the unauthorized transaction to us within 60 days after the date we send or deliver the statement to you, you will have to bear (subject to limitations under federal law and the Visa Operating Rules) as much as \$50 of the loss occurring before the end of those 60 days and, if we can show that we could have stopped the taking of the money had the unauthorized transaction been reported to us during those 60 days, all of the loss occurring after the end of those 60 days. For a good reason (such as a long trip or hospital stay by you), we will extend the 60-day period referred to in this section a reasonable time.

3. Your liability for any unauthorized transaction by the use of your access device to access your Overdraft account or a line of credit account you maintain with us or any of our affiliates (other than a transaction involving an extension of credit that occurs under an agreement with us, with any of our affiliates or with any other financial institution to extend credit when your account is overdrawn) will not exceed \$50. Also, you will have no liability for an unauthorized transaction of such kind if the transaction occurs after notification to us at the address or telephone number indicated in the section of this agreement entitled "Notice of loss, theft or unauthorized use."
4. If your Checking account is a Portfolio Management Account Checking account, it is linked to your M&T Securities, Inc. brokerage account, your MTB money market fund account or sweep deposit account and, if your brokerage account is a margin account, the available margin loan value of the marginable securities in your brokerage account. This means that the provisions of this agreement regarding liability for unauthorized use of your access device and the loss of money resulting from unauthorized use of your access device apply to free credit balances in your brokerage account, to your MTB money market fund account or your funds in the sweep deposit account and to the margin loan value of the marginable securities in your brokerage account, as well as to your Checking account. The loss, theft or unauthorized use of your access device could cause you to lose money from your Checking account, the cash assets in your brokerage account (your free credit balance), your MTB money market fund shares or your funds in the sweep deposit account, plus any amount up to the available margin loan value of the marginable securities in your brokerage account. Subsections (1), (2) and (3) of this section describe the limitations on your liability for such loss.

PREAUTHORIZED PAYMENTS

1. **Right to stop payment and procedure for doing so.**
If you have told us in advance to make regular payments out of your account, you can stop any of these payments by (i) calling us at (716) 626-1900 or 1-800-724-2440 or (ii) writing us at Manufacturers and Traders Trust Company, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you do not do so, we may permit these payments to debit your account after the 14 days have elapsed.
2. **Notice of varying amounts.**
If these regular payments may vary in amount, the person you are going to pay should tell you, at least 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
3. **Liability for failure to stop payment of preauthorized transfer.**
If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

With exceptions and to the extent provided by applicable law, we will be liable for damages you suffer as a result of our failure to complete, on time and in the correct amount, any properly started transaction described in the section entitled "Electronic transfers." Any transaction started at an electronic facility is properly started when all information required from the person starting it to complete it is properly communicated by that person to the electronic facility. Examples of exceptions to our liability are as follows: (1) the transaction is for the purpose of making a withdrawal or transfer from your Checking account or your Savings account, and through no fault of ours the amount of the withdrawal or transfer exceeds the balance available for withdrawal from the account plus, if the account is your Checking account and the account is tied to (i) your Overdraft account, the amount of credit then available under your Overdraft account or other line of credit account, or (ii) your Overdraft Arrangement account, the amount then available for with-

drawal from your Overdraft Arrangement account; (2) the transaction is for the purpose of making a withdrawal or transfer from your Checking account or your Savings account, and money in the account is pledged as collateral for a loan, subject to an administrative hold, subject to a court order restricting its removal from the account or is the subject of a dispute; (3) the transaction is for the purpose of making a withdrawal from your Checking account or your Savings account at an electronic facility, and the electronic facility is out of cash or is not dispensing in a single transaction as much cash as is sought in the transaction; (4) an occurrence beyond our control (such as a fire or flood) prevents us from properly completing the transaction despite our exercise of reasonable care to prevent the occurrence and our exercise of diligence to complete the transaction despite the occurrence; (5) the transaction is to take place at an electronic facility or through some other medium, we are prevented from properly completing the transaction by a technical malfunction, and at the time the transaction is started the person starting the transaction knows that the electronic facility is not working properly; (6) we in good faith believe that the transaction is being started without your authorization (for example, because your card or your PIN has been reported lost or stolen); (7) our failure to complete the transaction properly is justified by any provision of this agreement, by any provision of any other agreement between you and us, any of our affiliates or Clearing Broker, or by applicable law; or (8) the right to use your access device has been canceled.

CONFIDENTIALITY

In the regular course of our business, we will disclose information about your Checking account or your Savings account or any transaction involving the account in the following circumstances: (1) for our everyday business purposes, such as to process your transactions, maintain your account(s), provide you with products and services (such as checks or ATM and debit cards), assist us with activities such as data processing and collections or in otherwise managing our business, respond to court orders and legal investigations, or report information to credit bureaus or government agencies (such as the Internal Revenue Service); (2) for our marketing purposes in order to offer our products and services to you, and, for joint marketing with other financial companies we may partner with in order to offer, endorse or sponsor financial products or services we and such other financial companies wish to make available to you; (3) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (4) if you give us your written permission. We will, in other circumstances, share information with third parties to the extent permitted by law, as described in the M&T Bank Corporation Privacy Notice.

CANCELLATION

At any time for any reason without notifying you, we can cancel the right to use your access device for the purposes authorized by this agreement. The cancellation will take effect immediately unless we decide to have it take effect later. If you learn of the cancellation, you must stop using your access device, cut your card in half and return it to us. The cancellation will not affect any of your obligations under this agreement. Further, deactivation or cancellation of the access device and the PIN shall not void or otherwise repudiate any agreement we may have entered into with you for Electronic Services in reliance on the access device and the PIN prior to the date of such deactivation or cancellation unless you separately request that we terminate such Electronic Services in accordance with the terms of the relevant Electronic Services agreement.

YOUR CARD IS OUR PROPERTY

Your card is and will remain our property and you must return it to us if we request you to do so. We or anyone acting for us can keep your card if it is used after the right to use your access device has been canceled or after we have requested you to return it. For example, if after the right to use your access device has been canceled, your card is used at any electronic facility covered by this agreement, or if it is a Visa debit card, at any merchant or financial institution that honors Visa debit cards without the use of an electronic facility, it might not be given back.

NOTICES AND CHANGES OF ADDRESS

Any notice we send you concerning this agreement or your access device will be sent to your current mailing address shown in our records concerning this agreement. We can send it by regular mail. If your mailing address changes, you must promptly notify us of the new address in writing, in person or by telephone (if we agree to accept telephonic notification). You agree that we may, but are not required to, accept and rely upon any such telephonic notification of address change. Any other notice you give us concerning this agreement or your access device must be given in writing unless applicable law provides that it can be given orally.

CHANGES

No change in this agreement can be made except in a writing signed by us. We can change this agreement at any time. To the extent required by applicable law, we will send or deliver a notice of the change and its effective date to you.

NO NOTICE OR LOSS OF RIGHTS

We can exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or your access device without notifying you. By exercising,

failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

GIVING UP OF RIGHTS

None of our rights with respect to you or your access device can be given up by us except in a writing signed by us.

NO TRANSFER OF RIGHTS AND OBLIGATIONS

You cannot transfer any of your rights and obligations under this agreement to anyone else. Any transfer of any of the rights and obligations will be void.

CARDS ISSUED TO 2 OR MORE PERSONS

If cards tied to your Checking account or your Savings account are issued to 2 or more persons, all of them will be, individually and together, liable under this agreement. We can sue any of them under this agreement whether or not we sue anyone else. We can send or deliver any notice concerning this agreement or any of those cards to any of them, and it will be effective for all of them.

EVIDENCE

In any legal proceeding involving this agreement or your access device, any copy of this agreement kept by us in the regular course of our business is to be admitted in evidence as an original of this agreement.

CONFLICTS

If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it.

CONTINUED EFFECTIVENESS

If any part of this agreement is determined by a court to be invalid, the rest will remain in effect.

WHAT LAW APPLIES

Any legal question concerning this agreement or your related access device will be decided in accordance with state and federal laws and regulations applicable to your account, as provided in the General Deposit Account Agreement.

ENTIRE AGREEMENT

Except for any agreement between you and us concerning your Checking account, your Savings account, your Electronic Services with us, your Overdraft account, or any line of credit account or Overdraft Arrangement account with us to which your Checking account is tied or transfers to or from any of the accounts, this agreement is the final and complete agreement between you and us concerning your access device. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning your access device made by any of our employees or anyone else is not part of this agreement. This agreement replaces any other agreement now existing between you and us concerning your access device.

AGREEMENT

By using your access device or authorizing someone else to use it, you agree to be bound by all provisions of this agreement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 716-626-1900, or at 1-800-724-2440 if you are calling from outside the Buffalo, New York area.

**Or write us at Manufacturers and Traders Trust Company,
P.O. Box 767, Buffalo, NY 14240-0767
Attention: M&T Telephone Banking Center.**

You must contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. Please note that any notice transmitted to us at any address other than the address indicated in this section, including but not limited to any e-mail address or web site, will not constitute valid notice.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (within 5 business days, or within such longer period of time not to exceed 10 business days, in the case of a claim related to a Visa debit card transaction other than an ATM or VRU transaction) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you

to put your complaint or question in writing and we do not receive it within 10 business days (within 5 business days, or within such longer period of time not to exceed 10 business days, in the case of a claim related to a Visa debit card transaction other than an ATM or VRU transaction), we may not recredit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

ADDITIONAL DISCLOSURES AND AGREEMENTS FOR PERSONAL DEPOSIT ACCOUNTS:

NOTICE REGARDING OVERDRAFTS AND ORDER OF PAYMENT OF DEBIT ITEMS

CONSUMER SAVINGS AND CHECKING ACCOUNTS

This notice provides general information concerning: (1) what may occur and what fees may be charged when you withdraw, or try to withdraw, more money from your Checking or Savings account than you have available for withdrawal from that account; and (2) the order in which we pay Debit Items from your account. More detailed information on these and other important topics may be found in the General Deposit Account Agreement, applicable fee schedule, the Electronic Banking Card and Telephone Transaction Disclosure and Agreement, and Availability Disclosure for Consumer Deposit Accounts.

MEANING OF SOME TERMS WE USE IN THIS NOTICE

A **Debit Item** means any withdrawal, transfer or other transaction made or attempted including, but not limited to, any withdrawal, transfer or other transaction made or attempted by check, in person, ATM or other electronic means.

An **Overdraft Arrangement** could be a line of credit, savings, credit card or other account you have with us or one of our affiliates that is linked to your account for the purpose of covering overdrafts.

Posting refers to the process each business day by which we credit your account with deposits and any other funds to be added to your balance and process fees, Debit Items presented for payment and any other deductions from your account. During the posting process, we record transactions against your account and review your account balance to determine whether you have sufficient available funds to pay each Debit Item.

GENERAL INFORMATION ABOUT INSUFFICIENT FUNDS AND OVERDRAFTS

When we receive a Debit Item for payment from your account and your account does not contain sufficient available funds to pay that Debit Item, we may decide to pay the Debit Item or not to pay it.* We make this decision in our sole discretion and our decision to pay a particular Debit Item does not obligate us to pay other Debit Items when your account does not contain sufficient available funds to cover them. If your account becomes overdrawn (that is, has a negative balance), you must *immediately pay to us* the total amount of the overdraft.

INSUFFICIENT FUNDS FEE

If you do not have enough available funds in your Checking or Savings account to pay a check or ACH transaction and we return the check or ACH transaction unpaid, we will charge you an insufficient funds (NSF) fee** unless:

- The amount of the Debit Item is less than \$10; or
- You have already been charged a total of 6 NSF and overdraft fees for Debit Items processed for payment on that business day.

OVERDRAFT FEE

If the amount of a Debit Item exceeds the available balance in your Checking or Savings account, and we pay your Debit Item anyway, you will be charged an overdraft fee for that Debit Item** unless:

- The money is paid under an Overdraft Arrangement*; or
- The amount of the Debit Item is less than \$10; or
- You have already been charged a total of 6 NSF and overdraft fees for Debit Items processed for payment on that business day; or
- The overdraft results from an ATM or one-time debit card transaction from your Checking account and you have not elected to permit us to authorize and pay these transactions when you do not have enough money to pay them; or
- The overdraft results from an ATM or one-time debit card transaction from your Savings account; or
- The amount of the Debit Item does not exceed your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.

EXTENDED OVERDRAFT FEE FOR CHECKING ACCOUNTS

In addition to any overdraft fees charged for a particular Debit Item, if we pay a Debit Item and, as a result, your Checking account becomes overdrawn (that is, the balance is negative) or becomes further overdrawn, you will be charged a \$10 extended overdraft fee for every 5 consecutive business days that the account remains overdrawn until the earlier of:

- The business day that you pay to us all amounts owed, including the amount of the initial overdraft and any other Debit Items and fees that further overdraw the account; or
- The expiration of 10 business days after the business day on which the account originally became overdrawn.

(NOTE: You will not be charged an extended overdraft fee if the overdraft in your Checking account is solely attributable to ATM and one-time debit card transactions and you have not elected to permit us to authorize and pay these transactions when you do not have enough money to pay them. We do not charge extended overdraft fees to Savings accounts.)

CHANGES TO INSUFFICIENT FUNDS OR EXTENDED OVERDRAFT FEES

If we change the amount of or manner of assessing our insufficient funds, overdraft or extended overdraft fees or implement any new fees in connection with overdrafts, we will send a notice explaining this change to you.

POSTING ORDER

After posting credits to your account, we post (that is, process for payment and record against your account) Debit Items received for payment from your account on a given business day in a particular order based upon the types and sizes of the Debit Items. We do *not* post Debit Items in chronological order based on when you made the transactions or when we received notice of the transactions.

Specifically, at the end of each business day, we post Debit Items received for payment from your account on that business day in two groups based upon the type of Debit Item. First, we post any wire transfers, checks that were cashed, ATM transactions, debit card transactions and M&T Web Bill Pay transactions. In the second group, we post all other types of Debit Items, including, among others, all other checks presented to us for payment, ACH debits, and preauthorized, telephone and automatic transfers. Within each group, we post and, to the extent there are sufficient available funds in your account, pay* each Debit Item in high to low dollar order (that is, in descending dollar amount from the largest to the smallest).

We post most fees and charges you have incurred in connection with your account on the business day they are incurred after we have posted that day's Debit Items. Insufficient funds (NSF) fees and overdraft fees are posted (after all Debit Items have posted) on the business day after you incurred the fees (i.e., the business day after the Debit Item giving rise to the fee was posted against insufficient funds or overdrew your account).

*NOTE: If you have an Overdraft Arrangement with us that fully covers the amount of any Debit Item posted against insufficient available funds, the Debit Item will be paid, the account will not be treated as overdrawn and the insufficient funds and extended overdraft fees will not be assessed. However, you will remain responsible for any charges for using that Overdraft Arrangement. In addition, if you do not have an Overdraft Arrangement, or a Debit Item cannot be covered under your Overdraft Arrangement, we may, in our discretion, approve transactions even when you do not have available funds in your account to cover them. When we do so, we will generally charge an overdraft fee for that Debit Item unless one of the exceptions listed above applies to the Debit Item.

**These insufficient funds (NSF) and overdraft fees are fully described in the fee schedule for your account. Please note that we sometimes refer to NSF and overdraft fees collectively as "insufficient funds fees" or "NSF fees."



What You Need to Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a **savings account, credit card account, or overdraft line of credit**, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if M&T Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of \$37 each time we pay an overdraft when the amount of the transaction is \$10 or more. This means that we will not charge an overdraft fee on transactions that are less than \$10. We will also not charge an overdraft fee if the amount of the transaction exceeds your available balance but not your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.

- We will limit the number of fees we charge you for overdrawing your account to a maximum of 6 per day.
- If your checking account is overdrawn, we will also charge you a \$10 extended overdraft fee every 5 business days for up to 10 business days until you pay all amounts owed to us, including fees.
(Note: You will not be charged an extended overdraft fee if the overdraft in your checking account is solely attributable to ATM and one-time debit card transactions and you have not elected to permit us to authorize and pay these transactions when you do not have enough money to pay them.)

What if I want M&T Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, please call 1-877-378-1289, visit www.mtb.com/managemyaccount or stop by any M&T Bank branch or write to us at

M&T Bank
Attn: Customer Care
PO Box 767
Buffalo NY 14240-9975

Can I change my mind?

Yes. You or any joint account owner can change your decision at any time. Simply call 1-877-378-1289, visit www.mtb.com/managemyaccount, stop by an M&T Bank branch or write to us at the address above to revoke your request that we authorize and pay overdrafts on ATM and everyday debit card transactions or to ask us to authorize and pay these overdrafts.

If you would like more information about overdrafts, please call the M&T Telephone Banking Center at 1-800-724-2440; stop by an M&T branch or go to www.mtb.com/managemyaccount.

Thank you.

AVAILABILITY DISCLOSURE FOR CONSUMER DEPOSIT ACCOUNTS

Note: The following policy is similar to the policies applicable to your account prior to conversion; however, checks classified as "Category B" checks will now be available slightly later, as specified below.

YOUR ABILITY TO WITHDRAW FUNDS AT MANUFACTURERS AND TRADERS TRUST COMPANY ("M&T BANK")

Our policy is to make funds that you deposit in your consumer deposit account at M&T Bank available on the same day, or on the first or second business day after the day of your deposit, depending upon the type of deposit, as explained below. Wire transfers via Fedwire or CHIPS and electronic direct deposits to your account will be available on the same business day as the day we receive the transfer or deposit. Until the funds from a particular deposit are available, you may not withdraw the funds in cash and, except as noted by asterisk below, we will not use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The availability of your deposit is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 2:30 p.m. (12:00 p.m. if the deposit is made at a proprietary automated teller machine, 2:00 p.m. if the deposit is made in the Southern New York Region, or 3:00 p.m. if the deposit is made in the Albany or Syracuse Regions) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:30 p.m. (12:00 p.m. if the deposit is made at a proprietary automated teller machine, 2:00 p.m. if the deposit is made in the Southern New York Region, or 3:00 p.m. if the deposit is made in the Albany or Syracuse Regions) on a business day, or at any time on a day which is not a business day or is a day we are not open, we will consider that the deposit was made on the next business day we are open. The specific availability of your funds according to the type of deposit is explained below.

SAME-DAY AVAILABILITY

Funds from the following deposits are available on the same business day as the day we receive the transfer or deposit:

- Cash.
- Wire transfers via Fedwire or CHIPS.
- ACH credit entries in which a party initiates a transfer of funds from its account to your account, including electronic direct deposits such as payroll and Social Security payments; however, funds received for deposit by means of an international ACH transaction (IAT) may not be made available until certain monitoring and review procedures are completed and, therefore, may not be available on the same business day as we receive the transaction.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of your deposit:

- Checks drawn on M&T Bank.*
- Checks deposited to a Power Checking or Portfolio Management Account checking account.*
- Checks deposited to a Power Money Market account.
- U.S. Treasury checks that are payable to you.
- Traveler's checks.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to you.

If the item is payable to you, and you make the deposit in person to one of our employees, using a special deposit slip available from the customer service representatives at our branch offices, funds from the following deposits are also available on the first business day after the day of your deposit:

- Checks drawn by the state or by a unit of the local government in the state in which the deposit is made.
- Cashier's, certified or teller's checks.

*Funds will be available on the same business day as the day we receive the deposit to pay checks drawn on your account.

OTHER CHECK DEPOSITS

The availability of funds from the deposit of other domestic checks depends on whether the check is a Category A or Category B check. To see whether a check is classified as Category A or Category B, look at the routing number on the check:

Personal Check

Pay to the order of _____ \$ _____
dollars
(Bank Name and Location)
123456789 000000000 000
Routing number

Business Check

Name of Company Address, City, State
Pay to the order of _____ \$ _____
dollars
(Bank Name and Location)
000000000 123456789 000000000 000
Routing number

Find the first four digits of the routing number on your check and if they are listed in the chart, the check is a Category A check. If they are not listed in the chart, the check is a Category B check.

Category A							
0110	0119	0220	0360	2110	2119	2220	2360
0111	0210	0223	0510	2111	2210	2223	2510
0112	0211	0260	0514	2112	2211	2260	2514
0113	0212	0280	0520	2113	2212	2280	2520
0114	0213	0310	0521	2114	2213	2310	2521
0115	0214	0311	0522	2115	2214	2311	2522
0116	0215	0312	0540	2116	2215	2312	2540
0117	0216	0313	0550	2117	2216	2313	2550
0118	0219	0319	0560	2118	2219	2319	2560
			0570				2570

For example, if the first four digits of the routing number are 0220, then the check is a Category A check; if the first four digits of the routing number are 1250, since they do not appear in the chart, the check is a Category B check.

Some checks are marked "payable through" and have a four- or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are Category A or Category B checks. For example, on a credit union share draft marked "payable through" use the four-digit number (or the first four digits of the nine-digit number) following the name and location of the credit union.

Our policy is to make funds from these checks available as follows:

1. *Category A checks.* The funds from a deposit of Category A checks will be available on the first business day after the day of your deposit. For example, if you deposit a Category A check of \$700 on a Monday, \$700 of the deposit is available on Tuesday.

2. *Category B checks.* The first \$250 from a day's deposits of Category B checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a Category B check of \$700 on a Monday, \$250 of the deposit is available on Tuesday. The remaining \$450 is available on Wednesday.

If you deposit checks from both of the above categories, the funds from your Category A checks, or \$250, whichever is greater, will be available on the first business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

An automated teller machine (ATM) is an electronic facility that either is used without the assistance of an operator or is used with the assistance of an operator such as a retail store clerk. An ATM we own or operate is called a proprietary ATM. An ATM we do not own or operate is called a non-proprietary ATM.

PROPRIETARY ATM DEPOSITS

Funds from deposits made at proprietary ATMs are available in accordance with the normal schedule set forth above.

NON-PROPRIETARY ATM DEPOSITS

Deposits to your account are not permitted to be made at non-proprietary ATMs.

EXCEPTIONS

The availability of funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid. (There are various reasons why we might believe a check you deposit will not be paid, for example, because you redeposit a check that has been returned unpaid or because you deposit a check with more than one endorsement.)
- You deposit checks totaling more than \$5,000 on any one day.
- You have overdrawn your account repeatedly in the last six months, and the overdrafts have not been covered by a line of credit account or other account linked to your account as part of an overdraft arrangement.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if such an exception hold applies to a check deposited to your account, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day (if the check is a Category A check), or the sixth business day (if the check is a Category B check) after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from wire transfers via Fedwire or CHIPS and ACH credit entries to your account will be available on the same business day as the day we receive the transfer or deposit.

Funds from deposits of cash, and the first \$5,000 of a day's total deposits of checks drawn by the state or by a unit of the local government in the state in which the deposit is made, cashier's, certified, teller's, traveler's and federal government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,000 will be available on the seventh business day after the day of your deposit.

Funds from all other check deposits will be available as follows: for checks drawn on M&T Bank, the first business day after the day of your deposit; for Category A checks on the fifth business day; and for Category B checks on the sixth business day after the day of your deposit.

HOLDS ON OTHER FUNDS (CHECK CASHING)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. These funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS (OTHER ACCOUNTS)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

OTHER EXCEPTIONS

This availability schedule does not affect our right to refuse to accept an item for deposit or our right to charge your account or otherwise obtain a refund from you for any item that is not fully paid, regardless of the reason for nonpayment.

INSUFFICIENT FUNDS AND OVERDRAFT FEES ASSESSED BASED ON BALANCE AVAILABLE FOR WITHDRAWAL

Subject to and in accordance with the fee schedule applicable to your checking or savings account, we will charge an insufficient funds fee or overdraft fee when you make or attempt to make a transaction but you do not have sufficient available funds to pay for the transaction. Funds subject to hold or otherwise encumbered for any reason are not available for withdrawal or payment, including funds pledged as collateral for indebtedness, subject to legal process (e.g., tax levy or restraint),

held to pay for a transaction made using a debit card, or held to make a preauthorized payment on a line of credit or web bill payment.

OVERDRAFT PROTECTION SERVICE FEATURES AND TERMS

1. **Definitions.** In this document, the following terms shall have the following meanings:

- a. The words "we," "us," "our," "ours" and "M&T Bank" mean Manufacturers and Traders Trust Company.
- b. The words "you" and "your" refer to a depositor of ours who has enrolled for Overdraft Protection Service provided by us in the manner and on the terms described herein.
- c. The word "Service" refers to the Overdraft Protection Service described herein that you have requested us to provide.
- d. The term "Protected Account" means your checking account with us that you have designated to have overdraft protection through use of the Service.
- e. The term "Funding Account" means a checking or savings account you maintain with us, other than your Protected Account, that you have designated to cover overdrafts in your Protected Account through use of the Service. (Checking accounts are not available to be newly designated as Funding Accounts on or after May 27, 2004. Checking accounts which are designated as Funding Accounts prior to that date can continue to be used as Funding Accounts.)
- f. The term "Debit" means a withdrawal made from your Protected Account, and includes, among other things, (i) a check that is written on your Protected Account by you or someone else who is authorized to do so that either has been deposited in an account maintained with us or has been deposited in an account or cashed at another bank and forwarded to us for collection, (ii) a preauthorized electronic funds transfer made from your Protected Account (i.e., a withdrawal from your Protected Account that you or someone who is authorized to do so has authorized us in advance to make for the purpose of effecting a transfer of the amount withdrawn to another account that is maintained with us or at another bank), (iii) a preauthorized withdrawal from your Protected Account that you or someone who is authorized to do so has authorized for the purpose of paying a loan or other credit facility you have with us or one of our affiliates or subsidiaries, (iv) a transfer of funds from your Protected Account to another account you have with us that you or someone else who is authorized to do so has authorized in a telephone transaction that is conducted using our automated voice response unit, (v) a withdrawal made using an electronic banking card issued by us (for example, a withdrawal made from your Protected Account at an automated teller machine or other electronic banking facility or to pay for goods or services you have purchased from a merchant), (vi) a wire transfer, and (vii) a check written on your Protected Account that is cashed by us over our counters at one of our branches (including such a check presented by you as a means of making a checking account withdrawal). The term "Debit" does not include any fees or service charges that may be assessed to your Protected Account.
- g. The term "Business Day" means Monday through Friday, excluding federal holidays.

2. **In General.** The Service is a feature that can be added to any checking account that you maintain with us. With the Service, available funds will automatically be transferred from your Funding Account to cover overdrafts in your Protected Account under the terms and conditions described herein. By requesting the Service, whether you do so orally, in writing, or through any electronic banking service we offer (such as our Web Banking service), you agree to be bound by these terms and conditions.

3. **How the Service Works.** At the end of each Business Day, if there are sufficient available funds in your Protected Account to pay all of the Debits to your Protected Account, such funds are utilized to pay such Debits. If there are insufficient available funds in your Protected Account to pay these Debits, available funds in your Funding Account will be transferred to your Protected Account to cover the shortfall in the following manner:

- a. If there are insufficient available funds in your Protected Account to pay a Debit to your Protected Account, available funds in your Funding Account will be transferred to your Protected Account to cover the amount of the overdraft in your Protected Account caused by the Debit. If the available funds in your Funding Account are less than the amount necessary to pay in full the amount of the overdraft created by the Debit to your Protected Account, none of the available funds in your Funding Account will be transferred to your Protected Account as a result of the overdraft created by such Debit, and your Protected Account will be assessed an insufficient funds fee. If there are insufficient funds available in your Protected Account and your Funding Account to pay a Debit, we reserve the right to pay such Debit, or to return it unpaid. If there are insufficient funds available in your Protected Account and your Funding

Account to pay a particular Debit, that will not preclude us from using funds in your Funding Account to pay subsequent Debits for which there may be sufficient funds available.

- b. No available funds in your Funding Account will be transferred to your Protected Account to pay any fee we may charge to your Protected Account, even if the imposition of such fee results in your Protected Account having a negative balance (i.e., a balance less than zero). There will also be no transfer of available funds in your Funding Account to your Protected Account at the end of a Business Day to pay any negative balance that exists in your Protected Account as a result of transaction activity that was posted to your Protected Account prior to that Business Day.
 - c. Only one overdraft transfer will be generated from your Funding Account at the end of any Business Day to cover Debits that overdraw your Protected Account on such Business Day, regardless of the number or amount of individual Debits with respect to which such overdraft transfer is made.
4. **Fees.** Only one overdraft transfer fee will be assessed to your Funding Account for any Business Day on which funds are transferred from your Funding Account to your Protected Account through use of the Service, regardless of the number or the amount of overdraft transactions in your Protected Account that generate the transfer. The fee for overdraft transfers is set forth in our current fee schedule applicable to your Funding Account. We may change this fee or establish a new fee for the Service at any time in our sole discretion. If we do so, we will send or deliver any notice of the change in fee or the new fee that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of change in fee or the new fee to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before the date it takes effect. We will not have to notify you if we decrease or eliminate the overdraft transfer fee or any other fee we may hereafter establish with respect to the Service, except as otherwise provided by law.
- You will not be charged an overdraft fee for any Debit that overdraws your Protected Account provided the amount of the overdraft is paid in full through a transfer of funds from your Funding Account through utilization of the Service. If there are insufficient funds in your Funding Account, we may charge an insufficient funds fee or overdraft fee in accordance with the current fee schedule applicable to your Protected Account.
5. **Transaction Limitations.** If your Funding Account is a savings account, during any calendar month, no more than six (6) withdrawals can be made from the account by a check, a preauthorized, automatic, computer or telephonic transfer to another deposit account with us (including an overdraft transfer through use of the Service) or by transfer to a third party made using an electronic banking card or any other electronic banking service we make available. If the withdrawals made from your savings account exceed this limit, we may suspend or terminate the Service, and, in the event such limit is exceeded repeatedly, we may require that you close your savings account.
6. **Joint Accounts.** If your Funding Account is a joint account and we receive a notice from any of the joint account owners instructing us not to permit withdrawals from the Funding Account unless authorized by all of the joint account owners, we can, but will not have to, refuse to permit further withdrawals from the Funding Account (including, but not limited to, any withdrawal to pay an overdraft in your Protected Account through use of the Service) until receipt by us of such document signed by all of the joint account owners as we shall require that authorizes us to resume allowing withdrawals from the Funding Account on the authorization of any of the joint account owners.
7. **Termination of the Service.** The Service shall automatically terminate upon the closing of your Funding Account or your Protected Account, unless only your Funding Account is closed, and, prior to closing such account you have made other arrangements with us to substitute another designated account you have with us to serve as a new Funding Account for the Protected Account in place of the closed Funding Account. We reserve the right to terminate the Service or your use of the Service at any time. If we do so, however, we will provide you with notice to the extent and in the manner required by applicable law; provided, however, if we are not required by any law to provide you with a notice that we are terminating the Service or use of the Service, we will send or deliver a notice of the termination to you before the termination takes effect unless, in our judgment, circumstances require us to terminate the Service or your use of the Service before giving you notice. You may terminate our use of the Service at any time by written notice to us, addressed to M&T Bank, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center, or by such other means as we may from time to time permit. Any such notice we receive from you will become effective on the date on which we shall have received and had a reasonable time to act on it.
8. **Amendments.** We may make changes to the features of the Service as well as to the terms and conditions pertaining to its use at any time by written notice to you. Any such changes may be implemented effective immediately upon the giving of such notice if the changes are operational or technological in nature or are required by changes in law and are not adverse to you, and otherwise thirty (30) days after notice is given.

GENERAL DEPOSIT ACCOUNT AGREEMENT

(CONSUMER CHECKING, SAVINGS AND TIME DEPOSIT ACCOUNTS)

INTRODUCTION

DEFINITIONS OF SOME TERMS

In this agreement and the Specific Features and Terms provided to you with this agreement:

1. "We," "us," "our" and "ours" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14203;
2. "You" and "your" mean any individual signing a Deposit Account Opening Request provided by us;
3. "Your account" means any deposit account we open in response to that Deposit Account Opening Request;
4. If your account is a Time Deposit account, "term of your account" means:
 - a. The period beginning on the date the opening deposit in your account is made and ending on the first maturity date of your account; or
 - b. Any period beginning on any maturity date of your account and ending on the next maturity date of your account;
5. "Item" or "item" means any money, check, draft, bill of exchange, acceptance, note, other promise or order for payment;
6. A "Debit Item" is any Item, electronic funds transfer entry or other transmission or document by which a withdrawal, transfer or other transaction can be made or can be attempted to be made from your account by any means (e.g., by check, in-person withdrawal, ATM withdrawal or other electronic means); and
7. "Overdraft Arrangement" means:
 - a. A line of credit account tied to your account; or
 - b. Another account (e.g., a savings or credit card account) you have with us or any of our affiliates that is linked to your account as part of an overdraft arrangement.

GOVERNING DOCUMENTS

The governing documents for your account will be:

1. This agreement;
2. The Specific Features and Terms;
3. Applicable fee schedules;
4. M&T Bank's Availability Disclosure for Consumer Deposit Accounts;
5. The Notice Regarding Overdrafts and Order of Payment of Debit Items; and
6. The Deposit Account Opening Request in response to which we open your account.

Other than any agreement between you and us concerning deposits in or withdrawals from your account made in a particular way, the governing documents for your account are the final and complete agreement between you and us concerning your account. Any statement concerning your account made by any of our employees or anyone else is not part of that agreement.

KINDS OF ACCOUNTS

This agreement and the Specific Features and Terms provided to you with this agreement contain provisions concerning a number of kinds of accounts which we may offer from time to time. For example, this agreement contains provisions concerning:

1. Checking accounts, both interest-bearing Checking accounts and non-interest-bearing Checking accounts (including non-interest-bearing Negotiable Order of Withdrawal (NOW) accounts);
2. Savings accounts, both Statement Savings accounts and Passbook Savings accounts; and
3. Time Deposit accounts, including Holiday and Savings Club accounts.

To determine which provisions are applicable to your account, please refer to the headings and subheadings in this agreement and the Specific Features and Terms which contain information concerning various aspects of your account (for example, fees and, if your account is an interest-bearing account, the computation and payment of interest).

ALL KINDS OF DEPOSIT ACCOUNTS

MAKING OF DEPOSITS

Any deposit in our account may be made or ordered in any way we authorize. For example, depending upon the type of account and the services associated with the account, you may be able to make deposits:

1. In person at a branch;
2. By mail or other service by which a third party delivers your deposit directly to us or to us through one or more of our or your agents;
3. By automatic transfer of money from any other deposit account with us or from any organization provided proper arrangements have been made to facilitate the transfer; or
4. At an electronic facility that permits deposits using a card or access device tied to your account.

DEPOSIT AND CASHING OF ITEMS

We can, but we will not have to, deposit in your account, or allow anyone else to deposit in your account, any money in the form of a check or other item payable or endorsed to you or your order, even if you have not endorsed the check or other item. We can, but we will not have to, endorse the check or other item for you.

You warrant to us that the signatures of the purported drawer and any endorser on any item that we cash for you or that is deposited into your account are not forged or otherwise unauthorized and that the item is not a counterfeit. With respect to any "remotely created item" that we cash for you or that is deposited into your account, you warrant to us that the person or entity on whose account such item is drawn authorized the issuance of such item in the amount stated thereon and in accordance with such other terms as are stated thereon. A "remotely created item" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn (e.g., a check created when an account owner authorizes someone else to draw a check on his account but does not sign that check).

LIMITATIONS ON DEPOSITS

We can for any reason refuse or limit the amount of any deposit in your account.

VERIFICATION OF CHECKS AND OTHER NONCASH ITEMS RECEIVED FOR DEPOSIT

Deposits of checks and other noncash items are accepted without our verifying, at the time of the transaction, the actual receipt by us of the same or the respective amounts thereof, regardless of whether the deposit transaction takes place at a teller window at one of our branches or at an automated teller machine or is accomplished using any other facilities or means, and, in all cases, are subject to subsequent confirmation by us, after the deposit transaction has taken place, that the checks and/or other noncash items indicated on the deposit slip provided by the depositor have actually been received and are in the amounts as shown thereon. Accordingly, neither the deposit slip provided by the depositor with a deposit of checks and/or other noncash items nor any transaction ticket issued by us with respect to the same at the time of the deposit transaction shall constitute an acknowledgment of, or otherwise evidence, our actual receipt of any checks and/or other noncash items or the amounts thereof.

AVAILABILITY AND COLLECTION OF DEPOSITS

Funds deposited in your account cannot be withdrawn before they are credited to, and available for withdrawal from, your account and you have completed and returned all paperwork we require, including but not limited to a signature card. We make funds deposited in your account available to you consistent with the rules set forth in our funds availability policy as may be amended from time to time ("Availability Disclosure for Consumer Deposit Accounts"). In many cases, we make funds available to you before the deposited Item, electronic funds transfer, or other payment received for credit to your account is actually and finally paid. The fact that we have made funds available to you for such Items, electronic funds transfers and other payments does not mean that these Items, electronic funds transfers and other payments can no longer be returned to us and charged to your account.

Notwithstanding the foregoing, all Items received for deposit to your account that are drawn on or payable from an account at a bank outside of a Federal Reserve District are accepted by us only on a collection basis. This means that we may not credit your account for the amount of any such Item until we have actually collected the amount of the Item from the bank on which it is drawn or payable. If we do not credit your account until we have collected the amount of the Item, no funds from such Item shall be made available for withdrawal until we have actually collected the amount of the Item. You agree that we may properly forward any such Item to the bank on which it is drawn or payable by first class mail or, if agreed to by us, by any other means requested by you or the bank on which such Item is drawn or payable. We have no liability for any delays in collecting any such Item and, if such Item is drawn or payable in a foreign currency, you assume all risk of loss associated with fluctuations in foreign currency exchange rates that occur during the collection process.

We may process Items, entries representing electronic funds transfers ("entry" or "entries") and other payments received for deposit to your account through processing entities such as clearinghouses, Federal Reserve Banks, associations and other entities ("Processing Entities") subject to their rules, regulations, operating circulars, agreements and procedures (collectively, "Processing Rules").

Unless prohibited by applicable law, you authorize us, at any time without notice to you, to deduct from your account or any account you have with us, the amount of (1) any loss, expense or charge we incur in cashing an Item or collecting funds from a deposited Item, (2) any Item, entry or other payment that is returned to us

for any reason, including under applicable Processing Rules, and (3) any loss we incur relating to an Item, entry or other payment that we must return to the person or entity who issued it, including a loss relating to any recurring deposit of funds (e.g., direct deposit of payroll or social security benefits). You further agree to reimburse us immediately for any such amounts. We also have the right to reverse any erroneous debit or credit to your account.

We will not have to obtain a protest covering any Item if we cannot collect the money. A protest is a certificate stating that an Item has not been paid.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

CREDITING OF DEPOSITS

Generally, items deposited in your account will be credited to your account for purposes of earning interest (if the account bears interest) either on the day the money is deposited in your account or our next business day, depending on when and where the deposit is made. As a general rule, Items deposited in your account will be credited to your account our next business day if the deposit is made on a Saturday, Sunday or federal holiday, or on any other day if the deposit is made after 2:30 p.m. EST (12:00 p.m. if made at a proprietary automated teller machine, 2:00 p.m. if made at any of our Southern New York Region branches, or 3:00 p.m. if made at any of our Albany or Syracuse Region branches). Items credited to your account are not necessarily available for withdrawal at the time they are credited. Please see our Availability Disclosure for Consumer Deposit Accounts for information on when funds are made available for withdrawal.

MAKING OF WITHDRAWALS

Any withdrawal from your account can be made in any way we authorize. For example, depending on the kind of account your account is, the withdrawal may be able to be made:

1. By a check written on your account;
2. In person at our banking office where your account is open or, as a general rule, at any of our other banking offices, by presenting a properly completed and signed withdrawal form for your account and, if we issue a passbook for your account, the passbook;
3. By automatic transfer of money to any other deposit account with us, to any loan account with us or to any organization with which proper arrangements for the transfer exist when the withdrawal is to be made; or
4. At any electronic facility that for the purpose of the withdrawal honors a card tied to your account.

We can charge your account in any order convenient to us for withdrawals from your account regardless of the ways the withdrawals are made.

SIGNATURES AND IDENTIFICATION

Your signature or that of someone else authorized to sign a check written on your account or a withdrawal form for your account will be the only signature required on any check written on your account or any withdrawal form for your account unless the Deposit Account Opening Request in response to which we open your account provides differently, in which case the check or withdrawal form must be signed as the Deposit Account Opening Request provides. When anyone seeks to make or order any withdrawal from your account, we can require proof satisfactory to us of his or her identity. Also, we can require proof satisfactory to us that any signature on any check written on your account or any withdrawal form for your account is authentic.

CHARGING OF WITHDRAWALS

Money withdrawn from your account will be charged against your account either the day the money is withdrawn from your account or our next business day, depending on when and where the withdrawal is made. As a general rule, money withdrawn from your account will be charged against your account our next business day if the withdrawal is made on a Saturday, Sunday or federal holiday, or on any other day if the withdrawal is made after 2:30 p.m. (12:00 p.m. if the withdrawal is made at a proprietary automated teller machine, 2:00 p.m. if the withdrawal is made at any of our Southern New York Region branches, or 3:00 p.m. if the withdrawal is made at any of our Albany or Syracuse Region branches).

INFORMATION ABOUT TRANSACTIONS MADE WITH YOUR DEBIT CARD AND AUTHORIZATION HOLDS

When are funds deducted from my account when I use my debit card? You authorize us to deduct the total amount of any transaction made using your debit card (plus related fees) from your account any time after you make the transaction. In addition to ATM transactions, you may initiate transactions with your debit card in two basic ways – using your PIN through the STAR[®] network or using the Visa[®] network without the use of your PIN.

Transactions made at ATMs or using your PIN through the STAR network are usually, but not always, fully processed and deducted from your account on the business day that you make the transaction.

Transactions authorized through the Visa network usually involve two steps to complete: first, a merchant's authorization request and then a subsequent settlement (i.e., payment) of the transaction. Due to this two-step process, it may take

longer for Visa transactions (non-PIN transactions) to be sent to us for final settlement than it takes to complete transactions made using your PIN. Despite the two-step process, we are authorized to promptly reduce your account's available balance for the authorized amount of transactions processed through the Visa network as described in the following sections.

What is an Authorization Hold? An "Authorization Hold" is a temporary reduction to the amount of your available balance based on a debit card transaction we have authorized at a merchant's request.

When do we apply an Authorization Hold? When you make a transaction using a debit card, the merchant may request authorization for the transaction. If we authorize or approve the transaction, we will generally place an Authorization Hold on your available balance based upon network rules and the information specified in the merchant's request. The amount of the actual Debit Item we later receive from the merchant for settlement (i.e., payment) may be more or less than the amount of the Authorization Hold specified in the original authorization request. We are entitled to rely upon the information contained in the merchant's authorization request and shall have no liability for doing so, despite any difference between the amount of the Authorization Hold and the actual amount of the Debit Item.

Although we generally place an Authorization Hold as described above, in certain circumstances we may elect not to do so. For example, if it appears to us that a merchant may have made an error (e.g., requesting authorization for the same transaction twice) we may not place an Authorization Hold because we suspect, although we cannot know for certain, that the amount of the authorization request or requests may differ from the amount of the actual Debit Item and we do not want to hold too large an amount. Although we try to avoid holding too large an amount, there may still be instances in which the Debit Item is never sent for settlement or the amount of the Debit Item settled is less than the amount we held. Our objective is to reduce the situations in which an Authorization Hold exceeds the amount of the actual Debit Item; however, due to the way debit card transactions are processed, we cannot completely eliminate the possibility that such situations may arise.

How long does an Authorization Hold remain on an Account? In accordance with network rules, which may change from time to time, we generally retain each Authorization Hold *during the day* for up to 3 business days. However, we remove the Authorization Hold *each night* while we process Debit Items, fees and other transactions that are to be paid from your account. This allows any available funds that were subject to the Authorization Hold to be used to pay any Debit Item, fee or other payment from your account. If the Debit Item that gave rise to the Authorization Hold is not submitted for payment during that night's processing, we reapply the Authorization Hold after we have finished processing the other debits from your account. As a result, your available balance throughout the next day will again be reduced to reflect that the pending debit card transaction is still outstanding. If the pending debit card transaction that gave rise to the Authorization Hold is not submitted for payment by the end of the third business day, the Authorization Hold expires and is not reapplied. Even though the Authorization Hold has expired, we will pay that transaction from your account if it is later sent to us for payment.

Does an Authorization Hold ensure that you have sufficient funds to cover the amount of your debit card transaction? No. While it is in effect, an Authorization Hold reduces the available balance in your account. However, it does not reserve funds to be used exclusively to pay the particular debit card transaction when the merchant actually sends it for settlement. In some cases, funds that were subject to an Authorization Hold may be used to pay other Debit Items or fees. In addition, in certain cases, an Authorization Hold may exceed the amount of available funds in your account (i.e., we may authorize the transaction when you do not have sufficient available funds in your account). In this case, the Authorization Hold will reduce your available balance to a negative amount or increase an already negative balance to a larger negative amount. Note, however, we do not charge a fee for an Authorization Hold that reduces your balance to a negative amount or increases the amount of an already negative balance. As described below, we determine whether to charge overdraft and insufficient funds fees based on your available balance at the time the Debit Item is actually posted to, and processed for payment from, your account – not based on your available balance at the time we place an Authorization Hold.

What is the impact of an Authorization Hold? We determine whether to approve or authorize transactions from your account based on the available funds in your account at the time (plus any funds available under an Overdraft Arrangement)*. While funds in your account are subject to an Authorization Hold, those funds are not available to approve or authorize other Debit Items. For example, we will not consider funds subject to an Authorization Hold as available when considering whether to allow you to initiate additional transaction of which we are aware, such as transfers and bill payments using M&T Web Banking, M&T's Telephone Banking Center, or your ATM or debit card or withdrawals at a branch. However, as noted above, these funds will be made available to pay Debit Items, fees and other transactions that are processed for payment from your account at the end of each business day.

*Note that we may, in our discretion, approve transactions even when you do not have available funds in your account to cover those transactions. However, we will not charge you overdraft fees if those transactions are ATM or one time debit card transactions and you have not elected to permit us to authorize and pay those transactions when you do not have sufficient available funds.

ORDER IN WHICH WE POST AND PAY DEBIT ITEMS AND MOST FEES

After posting credits to your account, we post (that is, process for payment and record against your account) Debit Items received for payment from your account on a given business day in a particular order based upon the types and sizes of the Debit Items. We do *not* post Debit Items in chronological order based on when you made the transactions or when we received notice of the transactions.

Specifically, at the end of each business day, we post Debit Items received for payment from your account on that business day in two groups based upon the type of Debit Item. First, we post any wire transfers, checks that were cashed, ATM transactions, debit card transactions and M&T Web Bill Pay transactions. In the second group, we post all other types of Debit Items, including, among others, all other checks presented to us for payment, ACH debits, and preauthorized, telephone and automatic transfers. Within each group, we post and, to the extent there are available funds in your account, pay each Debit Item in high to low dollar order (that is, in descending dollar amount from the largest to the smallest).

We post most fees and charges you have incurred in connection with your account on the business day they are incurred generally after we have posted that day's Debit Items. Insufficient funds (NSF) fees and overdraft fees are posted (after all Debit Items have posted) on the business day after you incurred the fees (i.e., the business day after the Debit Item giving rise to the fee was posted against insufficient funds or overdrew your account).

We may change these policies at any time. If we do so, we will provide you with notice to the extent and in the manner required by applicable law.

INSUFFICIENT AVAILABLE FUNDS AT POSTING

When we post a Debit Item for payment from your account, we will examine your account balance to determine whether you have sufficient available funds to pay the Debit Item at that time.

A Debit Item is "posted against insufficient available funds" if the amount of the Debit Item exceeds the account's available balance at the time that we post it. Once your account is overdrawn (that is, has a negative available balance), every subsequent Debit Item posted to your account will also be posted against insufficient available funds without regard to whether we ultimately pay or return the Debit Item in question. We will charge you an insufficient funds fee if we return a Debit Item posted against insufficient available funds or an overdraft fee if we pay a Debit Item posted against insufficient available funds, subject to our then applicable insufficient funds and overdraft fee policies and practices.

PAYING OR RETURNING DEBIT ITEMS AND OVERDRAFTS

We will review your account balance only once for purposes of determining whether your account contains sufficient available funds to pay a Debit Item.

We will pay a Debit Item if, at the time that we process it for payment, your account contains sufficient available funds to do so. If your account does not contain sufficient available funds to pay the Debit Item, we will, in our sole discretion, decide whether to pay or return the Debit Item (unless you have an Overdraft Arrangement that fully covers the amount by which the Debit Item exceeds your available balance, in which case we will pay the Debit Item).

We may decide to pay a Debit Item even though your account does not contain sufficient available funds and payment of this Debit Item: (1) causes your account to be overdrawn (i.e., to have a negative balance); (2) increases the amount by which your account is overdrawn; or (3) results in your account not having sufficient available funds to pay other Debit Items that could otherwise have been paid. Our decision to pay or return any Debit Item does not obligate us to pay, nor prevent us from paying, any other Debit Item that would overdraw or further overdraw your account.

If we pay any Debit Item that overdraws your account, you must immediately pay us the amount of the overdraft unless the overdraft is fully covered by an Overdraft Arrangement. Unless prohibited by law, we may set off against any later deposits made to your account (including deposits of recurring government benefits such as social security or supplemental security income benefits made by direct deposit or otherwise) to pay any such overdraft as well as any fees and other amounts that you owe to us or our affiliates for any reason.

INSUFFICIENT FUNDS AND OVERDRAFT FEES

In certain situations when you try to withdraw more money from your account than you have available for withdrawal, we will allow the withdrawal to be made, and, in other situations, we may not allow the withdrawal. In either case, we may charge a fee as described below.

If you do not have enough available funds in your account to pay a check or ACH transaction and we return the check or ACH transaction unpaid, we will charge you an insufficient funds (NSF) fee.

If the amount of a Debit Item exceeds the available balance in your account, *and we pay your Debit Item anyway*, we will charge you an overdraft fee for that Debit Item unless:

- the money is paid under an Overdraft Arrangement, or
- the overdraft results from an ATM or one-time debit card transaction from (i) your Checking account and you have not elected to permit us to authorize and pay these transactions when you do not have enough money to pay them, or (ii) your Savings account, or
- the amount of the Debit Item does not exceed your "ledger balance," which is your available balance plus funds deposited into your account but not yet made available.

NSF and overdraft fees may be collectively or individually referred to from time to time as insufficient funds fees or NSF fees and may not be charged in certain situations specified in the fee schedule for your account (e.g., if the amount of the Debit Item is small or you have already been charged the maximum daily number of such fees).

If you use an Overdraft Arrangement to cover the amount of a Debit Item posted against insufficient available funds, you must pay all charges relating to use of the Overdraft Arrangement.

In addition to any overdraft fee charged for a particular Debit Item, if we pay a Debit Item and, as a result, your account becomes overdrawn or further overdrawn, we will charge you (unless otherwise provided in the fee schedule applicable to your account) an extended overdraft fee or fees as described in the fee schedule applicable to your account.

The amounts of the fees and limitations discussed above are set forth in the fee schedule applicable to your account. We may deduct these fees from your account.

IF INDEBTEDNESS IS NOT PAID

To secure the payment of all current and future indebtedness from you to us or to our affiliates, you grant to us and to our affiliates a security interest in the money in your account, except to the extent that doing so would result in a tax penalty or would be prohibited by law. If any such indebtedness is not paid by the date it becomes due, we (or our affiliates) can take all money in your account to pay, in any order we (or our affiliates) choose, that indebtedness and all other indebtedness from you to us or our affiliates existing at the time we take such money, whether or not the other indebtedness is then due and even if it is contingent (for example, indebtedness as a guarantor), except to the extent that doing so would result in a tax penalty or would be prohibited by law. We (or our affiliates) can do so even if:

1. The money that we (or our affiliates) take was deposited in your account by someone else or is interest paid on money deposited in your account by someone else;
2. One or more of the people obligated to pay any such indebtedness is not named as an owner of your account; or
3. Someone else who is not obligated to pay any such indebtedness is named as an owner of your account.

We will not be liable if, as a result of taking the money, we do not allow or pay any Debit Item from your account. Our (and our affiliates') claim to the money under this provision will be superior to any claim to the money by anyone else.

ACTING FOR YOU

Anyone other than you can be authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning your account (for example, you can authorize someone else to authorize us to make deposits in or withdrawals from your account by automatic transfer of money). The authority must be given in a document satisfactory to us. We can require the person to whom the authority is given to sign a document for our records. Until the authority is revoked by you or someone else entitled to do so and we receive and have a reasonable time to act on a written notice of the revocation, we can assume without question that the person to whom the authority is given is authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning your account specified in the document giving the authority.

POWERS OF ATTORNEY

You agree that the following rules will apply in the event someone designated by you in a power of attorney as your agent or attorney-in-fact (referred to herein as your agent) seeks to act on your behalf with respect to any account you have with us or to open an account in your name:

1. In the absence of a law that says otherwise, we can, for any reason, refuse to honor a power of attorney submitted to us.
2. We can refuse to execute any instructions given to us by your agent if we believe in our sole discretion that such instructions are inconsistent with or are not within the grant of authority you gave to your agent in your power of attorney.
3. Unless your power of attorney specifically provides that your agent can create or change rights of survivorship, we can refuse your agent's request to open an account naming you and someone else as joint tenants with rights of survivorship or to add or change a name on any account you have with us in your name alone or in your name and in the name of someone else as joint tenants with rights of survivorship. Unless your power of attorney specifically provides that your agent can change or delete rights of survivorship, we can refuse a request made by your agent to delete or change a name on any account with us naming you and someone else as joint tenants with rights of survivorship. Also, even if your power of attorney provides that your agent can create or change rights of survivorship, unless your power of attorney clearly indicates that your agent can give himself or herself an interest in your property by right of survivorship, we can, but we will not have to, refuse your agent's request to open an account or to change the title of an account in a manner that would give your agent rights of survivorship in the account.

4. Unless your power of attorney specifically provides that your agent can designate or change a beneficiary on an account in your name, we can refuse your agent's request to designate or add a beneficiary for any account that you have with us or that your agent seeks to open with us in your name. Unless your power of attorney specifically provides that your agent can change or delete the beneficiary designation for an account you have with us, we can refuse a request made by your agent to delete or change a beneficiary designation for any account you have with us. Also, even if your power of attorney provides that your agent can designate or change a beneficiary on an account in your name, unless your power of attorney clearly indicates that your agent can give himself or herself an interest in your property by beneficiary designation, we can, but we will not have to, refuse your agent's request to designate himself or herself as a beneficiary on any account with us in your name or that your agent seeks to open in your name.
5. We can act on your agent's instructions on all matters relating to your account and we are not required to question any such instructions or to see to the proper application of any funds transferred or withdrawn from your account pursuant to any such instructions.
6. To the extent permitted by law, you waive any claim you may have against us for our refusal to honor a power of attorney executed by you, our interpretation of any such power of attorney or our refusal to abide by any instructions given to us by your agent.

AUTOMATIC TRANSFER

Depending on the kind of account your account is, we can be authorized to make any deposit in or withdrawal from your account by automatically transferring money:

1. From any other deposit account with us;
2. To any other deposit account with us;
3. To any loan account with us;
4. From any organization (for example, a governmental body or your employer) with which proper arrangements for the transfer are made; or
5. To any organization (for example, an insurance company) with which proper arrangements for the transfer are made.

The authority must be given in a document satisfactory to us.

Unless any agreement between you and us concerning deposits in or withdrawals from your account made by automatic transfer of money provides differently:

1. We can, but we will not have to, make any deposit in or withdrawal from your account by automatic transfer of money if the amount of money available to be transferred is less than the amount scheduled to be transferred. If we do not transfer the amount scheduled to be transferred, we can, but we will not have to, transfer the amount of money available to be transferred.
2. You can at any time cancel our authority to make any future deposit in or withdrawal from your account by automatic transfer of money by notifying us in writing that you are doing so. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it and, until the cancellation takes effect, we can assume without question that we have the authority.
3. We can at any time cancel any obligation of ours to make any future deposit in or withdrawal from your account by automatic transfer of money by notifying you orally or in writing that we are doing so. The cancellation will take effect when we send or deliver the notice to you unless we tell you in the notice that it will take effect later.

LIABILITIES AND EXPENSES

You must pay any liability or expense we incur in connection with any deposit in or withdrawal from your account or any other thing concerning your account. For example, if we hire an attorney to defend or enforce any of our rights with respect to your account or to perform any other legal service in connection with your account, you must pay us the attorney's fee and all legal expenses we pay in connection with the defense, enforcement or other legal service.

FEES

Accompanying this agreement are Specific Features and Terms and a fee schedule which include information concerning fees you may have to pay in connection with your account. We can charge your account for the amount of any fee applicable to your account. We will not be liable if we do so and, as a result, we do not allow or make any withdrawal from your account.

CHANGES IN FEES

We can at any time establish a new fee or change an existing fee applicable to your account. If we establish a new fee or increase an existing fee applicable to your account, we will send or deliver to you any notice of the new fee or increase that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the new fee or increase to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before the date it takes effect. We will not have to notify you if we decrease or eliminate an existing fee applicable to your account, except as otherwise provided by law.

CLOSING ACCOUNT

If your account is a Checking or Savings account, we can close your account at any time for any reason. If your account is a Time Deposit account, we can close your account for any reason:

1. On or after the final maturity date of your account; or
2. At any time after the amount on deposit in your account falls below the minimum deposit required to open a Time Deposit account with us of the same type on the date we open your account or, if we automatically renew your account, on the most recent maturity date of your account.

If we close your account, we will send or deliver to you a notice of the closing and a check for the amount of any money remaining in your account after we charge your account for all applicable fees and other charges. We will not be liable if, after we close your account, we do not allow or make any deposit in or withdrawal from your account.

STATEMENTS, NOTICES, ADVICES AND CHANGES OF ADDRESS

Each statement, notice and advice will be deemed received three days after we deliver it. We shall be considered to have delivered a statement, notice or advice when we: (1) deposit such statement, notice or advice in the regular U.S. mail directed to your most recent mailing address shown on our records for the account, even if such statement, notice or advice is returned undeliverable or a forwarding address is provided; (2) deliver such statement, notice or advice to you according to your instruction, whether electronically, to an agent or otherwise, even if such statement, notice or advice is returned undeliverable or a forwarding address is provided; or (3) make such statement, notice or advice available to you for electronic or physical retrieval according to your instruction, even if you do not retrieve such statement, notice or advice. You must advise us as soon as you know of a change in address or other delivery information and of any failure to receive a statement, notice or advice. Notices to us must be in writing and are effective when we actually receive and have a reasonable time to act on them.

You understand that certain laws and rules require banks to provide notice to their customers within specified time periods after the banks receive certain types of incoming payment orders (e.g., certain ACH and wire transfers) unless the banks and their customers agree otherwise. Notwithstanding any such law or rule, you agree that: (1) we have no obligation to notify you that we received or executed a payment order with respect to your account except as provided herein; (2) we will notify you that we received or executed such a payment order only in the periodic statements for the account or as otherwise agreed upon by you and us; and (3) if we agree to provide notice of payment orders received or executed by us with respect to the account by any means other than in periodic statements, you will pay us the fee we specify for such notice.

NOTICE OF DISPUTED MATTERS

You must notify us in writing in order to claim reimbursement from us for an error, omission or unauthorized transaction relating to your account (other than an error, omission or unauthorized transaction relating to an electronic funds transfer covered by the section of this agreement titled "DISCLOSURE STATEMENT REQUIRED BY ELECTRONIC FUNDS TRANSFER ACT" or by an agreement covering debit card or telephone transactions or Internet banking or bill payment services) (collectively referred to as a "Disputed Matter").

If you suspect that a Disputed Matter relates to an Item bearing a forged endorsement, we must receive written notice within 90 days after we deliver the relevant account statement or advice on which you discovered, or should have discovered, the Disputed Matter. In the case of any other Disputed Matter, we must receive written notice within 14 days after we deliver the relevant account statement or advice on which you discovered, or should have discovered, the Disputed Matter. For purposes of this section, we will be deemed to have delivered a statement or advice as provided in the section of this agreement entitled STATEMENTS, NOTICES, ADVICES AND CHANGES OF ADDRESS or, if you have a type of account for which we do not make statements available, we shall be deemed to have delivered a statement or advice on the date that we notify you in any way of the activity in your account relating to the Disputed Matter or you otherwise become aware of the Disputed Matter.

If you provide us timely written notice of a Disputed Matter, we will investigate your claim. You agree that we will have a reasonable amount of time to investigate the claim and that a reasonable period of time shall be at least sixty (60) days, but may be longer, depending on the circumstances. You agree that M&T has no obligation to reimburse you for the amount of the Disputed Matter unless, until and to the extent that we: (a) recover the amount of the Disputed Matter from another party; or (b) determine that your claim is valid. We shall not be liable for any consequential, incidental, indirect, or punitive damages relating to any Disputed Matter and our sole obligation shall be to pay or refund to you the amount of the error, omission or unauthorized transaction. Notwithstanding any other provision hereof, if we refund or otherwise reimburse you for any Disputed Matter, we shall have the right to reverse such refund or otherwise recover such sums from you if we determine that you are not entitled to such amounts.

If you fail to provide us timely written notice of a Disputed Matter, we shall have no obligation to reimburse you for, or have any liability with respect to, any loss related to such Disputed Matter.

If you fail to provide timely written notice to us of a Disputed Matter relating to an Item that was altered or bears an unauthorized signature or forged endorsement or an unauthorized or improper electronic debit, we will have no obligation to reimburse you for losses involving subsequent Items bearing alterations, unauthorized signatures or forged endorsements by the same person or unauthorized or improper electronic debits initiated by the same person.

Notwithstanding any other provision hereof, you agree that if you recover any amount attributable to a Disputed Matter from any other party or parties, you will immediately notify us and (1) any obligation we may have to reimburse you for such Disputed Matter shall be reduced by the amount that you recovered from such third party or parties or (2) if we have already reimbursed you, you will repay the amount recovered from such third party or parties to us. In addition, we shall be subrogated to any of your claims or rights as against any person with respect to amounts paid by us in connection with any Disputed Matter. You agree to cooperate fully with us in connection with our assertion of any such claims or rights.

Any action brought by you against us regarding a Disputed Matter, whether directly or as a cross claim or defense, must be commenced within one year after we delivered the relevant statement or advice, even if you provided notice to us as required in this provision.

PASSBOOK

If your account is an account for which we issue a passbook, the passbook will be your record of transactions involving your account. If there is a conflict between the passbook and our records, our records will control. If your account is closed, you must surrender the passbook to us for cancellation. If the passbook is lost, stolen or destroyed, you must immediately notify us in writing of the loss, theft or destruction. Before allowing any withdrawal from your account or issuing a new passbook for your account, we can require a document satisfactory to us stating the facts concerning the loss, theft or destruction. Also, we can require that we be protected against all liabilities and expenses (for example, an attorney's fee) we incur as a result of allowing the withdrawal or issuing the new passbook. Among the things we can require is a written agreement, satisfactory to us, to pay all those liabilities and expenses.

INACTIVITY

Most, if not all, states as well as certain other jurisdictions (which include Puerto Rico, the Virgin Islands and the District of Columbia) have unclaimed property laws which declare deposit accounts maintained with a bank to be abandoned after a prescribed period of inactivity. As a general rule, for escheatment purposes, your account, regardless of the location of our banking office at which it is established or maintained, is subject to the abandoned property law of the state or other jurisdiction of your last known address, as reflected in our books and records with respect to your account, and will be turned over to such state or jurisdiction after the lapse of the period of inactivity leading to abandonment under such state's or other jurisdiction's abandoned property law. If such state or other jurisdiction does not have a law that provides for the escheatment of your account to that state or other jurisdiction, or, if your last known address cannot be determined from our books and records, your account is subject to escheatment to New York State (as the state of our corporate domicile), in accordance with New York State's abandoned property law.

The prescribed period of inactivity leading to the abandonment of a deposit account maintained with us varies from state to state. For example, in cases where your account is subject to the abandoned property laws of New York State, Pennsylvania or Delaware, the prescribed period of inactivity leading to abandonment of your account is five years; in cases where your account is subject to the abandoned property laws of Maryland, the prescribed period of inactivity leading to abandonment is three years. These prescribed periods of inactivity as well as the prescribed periods of inactivity under the laws of other states and jurisdictions are subject to change in accordance with changes in applicable law.

As a general rule, the prescribed period of inactivity under applicable law with respect to time deposits is deemed to begin on the first maturity date of your account, without regard to whether or not your account is subject to automatic renewal.

A state's or other jurisdiction's abandoned property laws, where applicable to your account, include rules that permit us to recognize certain deposit account activity and contact with us by the account owner to prevent escheatment. Generally, any withdrawal from your account or written response by you or your legal representative to our notices asking that you or your legal representative acknowledge your interest in the account will prevent your account's escheatment.

A written notice of pending escheatment will be sent to you and to each other person in whose name the account is opened at the most recent address we have in our records concerning your account.

ABANDONED FUNDS CHARGES

If your account becomes inactive, to the extent permitted by applicable law, we may charge your account for (i) an allocated share of such advertising expenses that we may incur in connection with the publication of any notice that your account will be turned over to a state or other governmental authority as abandoned property, (ii) the postal cost of any notice that we are required to send to you by registered or certified mail, return receipt requested, or by any other means of delivery,

to inform you that your account will be turned over to a state or other governmental authority as abandoned property, and (iii) such other fees or amounts as we may charge for the service, maintenance, handling and processing associated with the turnover of your account as abandoned property to a state or other governmental authority, which fees or amounts are charged in our normal course of business and are not refundable, reversible, cancellable or otherwise restorable to you.

CHANGES IN GOVERNING DOCUMENTS

No change in any governing document for your account can be made except in a writing signed by us. We can change any governing document for your account at any time. If the change adversely affects you, we will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before the date it takes effect. Any changes shall be effective as of the date designated by us or, in the case of an adverse change impacting an automatically renewable time deposit account, upon the first renewal of such time deposit account following the designated effective date of the change.

NO NOTICE OR LOSS OF RIGHTS

We can exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or your account without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

GIVING UP OF RIGHTS

None of our rights with respect to you or your account can be given up by us except in a writing signed by us. In the event that any action relating to your account or this Agreement should be maintained in any court, (i.e., any matter other than a dispute covered by the arbitration provisions of this Agreement), we and you each waive any right to a jury trial.

TRANSFER OF RIGHTS

We will not be bound by any transfer of any of your rights with respect to your account to anyone else until we have received the document making the transfer, an officer of ours has acknowledged in writing that we have received the document and we are satisfied that the transfer is legal and properly made.

IF ACCOUNT IS OPEN IN NAMES OF 2 OR MORE INDIVIDUALS

If your account is open in the names of 2 or more individuals:

1. After the death of any of those individuals, we will not have to allow or make any withdrawal from your account until we receive all documents that we believe applicable law requires us to have before the withdrawal is made.
2. Unless the Deposit Account Opening Request in response to which we open your account provides differently, until we receive and have a reasonable time to act on a written notice indicating differently, any of those individuals acting alone is authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning your account even if he or she has not deposited any money in your account.
3. Unless the Deposit Account Opening Request provides differently, each of those individuals acting alone is the agent of each of the rest of them for the purpose of making or ordering any deposit in or withdrawal from your account or doing any other thing concerning your account. For example, in connection with any deposit in your account, unless the Deposit Account Opening Request provides differently, any of those individuals acting alone can endorse any check or other item payable or endorsed to any other of them or to the order of any other of them.
4. All those individuals will be, individually and together, liable in connection with your account, any overdraft or other amounts owed in connection with your account and under any governing documents for your account. We can sue any of them in connection with such liabilities and obligations, whether or not we sue anyone else. The liabilities and obligations hereunder apply to each and all of those individuals, individually and together, regardless of whether any such individual signed or benefited from any Item, Debit Item or other document giving rise to such liability or obligation.
5. We can, but we will not have to, require that each of those individuals sign any document authorizing someone other than you to make or order any deposit in or withdrawal from your account or to do any other thing concerning your account (for example, authorizing us to make deposits in or withdrawals from your account by automatic transfer of money).
6. We can, but we will not have to, require that each of those individuals sign any document authorizing us to make any deposit in or withdrawal from your account by automatically transferring money from or to any other deposit account with us, to any loan account with us or from or to any organization. Unless that document provides differently, any of those individuals acting alone can cancel the authority, and, if any of them does so, we will not have to notify any other of them.
7. We can, but we will not have to, require that each of those individuals sign any document making any transfer of any of their rights with respect to your account.

8. If we receive notice from any of those individuals notifying us not to allow withdrawals from your account, we can, but will not have to, require that each of those individuals sign any document authorizing us to resume allowing withdrawals from your account.
9. If your account is an account for which we issue a passbook and the passbook is lost, stolen or destroyed, we can, but we will not have to, require that each of those individuals sign any document stating the facts concerning the loss, theft or destruction and any agreement to pay all liabilities and expenses we incur as a result of allowing a withdrawal from your account or issuing a new passbook for your account.
10. If we close your account, we can send or deliver to any of those individuals, on behalf of all of them, a check payable to the order of any of them for the amount of money remaining in your account after we charge your account for all applicable fees and other charges.
11. We can send or deliver any statement for your account or any notice concerning your account or any governing document for your account to any of those individuals, and it will be effective for all of them.
12. In the event that a guardian shall be appointed for any of those individuals, we can, but we will not have to, require that the guardian and each other individual in whose name the account is open (other than the individual for whom the guardian has been appointed) sign any document authorizing each withdrawal made from your account or authorizing us to permit withdrawals from your account upon authorization received from the guardian or any other individual in whose name the account is open (other than the individual for whom the guardian has been appointed) acting alone. Upon being notified of the appointment of a guardian for any of those individuals, we can, but we will not have to (a) without authorization from or notice to the guardian, permit any of the other individuals in whose name the account is open, acting alone, to withdraw funds from the account by check, withdrawal order or any other means allowed by us, or (b) without authorization from or notice to any of the other individuals in whose name the account is open, permit the guardian, acting alone, to withdraw funds from the account by check, withdrawal order or any other means allowed by us.
13. In the event that any of those individuals shall, by power of attorney, designate an attorney-in-fact to act for him or her with respect to matters pertaining to your account, to the extent of the authority granted in the power of attorney, such attorney-in-fact shall have the authority to make any deposit into, order any withdrawal from or otherwise do any other thing with respect to your account to the same extent as the individual who shall have appointed him or her as attorney-in-fact. Whenever we are provided with a power of attorney executed by any of those individuals, we can, but we will not have to, notify any one or more of the individuals in whose name the account is open (other than the individual who executed the power of attorney) of the appointment of the attorney-in-fact and the authority of such attorney-in-fact with respect to matters pertaining to your account.

TENTATIVE TRUST ACCOUNTS

(For Accounts at Our Pennsylvania Banking Offices Only)

If your account is opened in the name of one or more individuals as trustee(s) for (or in trust for) an individual beneficiary or for two individual beneficiaries jointly or for two individual beneficiaries successively (i.e., for the first named individual if he or she survives all of the named depositors and for the second named individual if the first named individual does not survive all of the named depositors) or for a beneficiary that is a non-profit organization, without any notice to us of the existence or of the terms of a living or testamentary trust upon which such account title is based, the account will be considered for all purposes as a tentative trust and the following rules will apply to the account:

1. During the lifetime of the depositor(s) (i.e., trustee(s)) or any of them if there is more than one depositor, the depositor(s) shall have sole control over the funds on deposit in the account and the individual(s) or non-profit organization named as beneficiary shall have no authority to withdraw funds from or otherwise instruct us as to the disposition of funds in the account.
2. During the lifetime of the depositor(s), he, she or they may at any time revoke or change any designation of beneficiary with respect to the account by providing us with written notice of the revocation or change on such form as may be prescribed by us for such purpose. No revocation or change of beneficiary shall be or become effective until noted in our records with respect to the account. If there is more than one depositor, we may require that all depositors named on the account execute the prescribed revocation or change of beneficiary form before we will note the revocation or change of beneficiary designation in our records for the account. We reserve the right not to permit the designation of more than one beneficiary for any account established with us as a tentative trust.
3. Upon the death of the depositor (or all of the depositors if there is more than one), the funds remaining on deposit in the account shall be payable as follows:
 - (i) If the account is stated to be held in trust for an individual who is named as the sole beneficiary, the funds in the account shall be payable to such beneficiary provided he or she has not predeceased the depositor; if such beneficiary has predeceased the depositor, the funds in the account shall be payable to the deceased depositor's estate (i.e., the estate of the last depositor to die).

- (ii) If the account is stated to be held in trust for a non-profit organization that is named as the sole beneficiary, the funds in the account shall be payable to such beneficiary provided the non-profit organization remains in existence at the death of the depositor; if such non-profit organization shall have ceased to exist prior to the depositor's death, the funds in the account shall be payable to the deceased depositor's estate (i.e., the estate of the last depositor to die).
- (iii) If the account is stated to be held in trust for two individuals who are named jointly as beneficiaries, unless our records for the account indicate the depositor's intention to have been otherwise, the funds in the account shall be payable (a) in equal shares to the two beneficiaries provided neither of them has predeceased the depositor, or (b) in full to the beneficiary surviving the depositor's death in each case where the other beneficiary has predeceased the depositor, or (c) in full to the deceased depositor's estate (i.e., the estate of the last depositor to die) in each case where each of the two beneficiaries has predeceased the depositor.
- (iv) If the account is stated to be held in trust for two individuals who are named successively as beneficiaries, the funds in the account shall be payable (a) in full to the first named beneficiary (i.e., the primary beneficiary) provided he or she has not predeceased the depositor, or (b) in full to the beneficiary named in the alternative to the first named beneficiary (i.e., the successor beneficiary) provided he or she shall not have predeceased the depositor and the primary beneficiary shall have predeceased the depositor, or (c) in full to the deceased depositor's estate (i.e., the estate of the last depositor to die) in each case where both the primary beneficiary and the successor beneficiary shall have predeceased the depositor.

In any case where an account is stated to be held in trust for two individuals as named beneficiaries and it is not indicated in our records for the account whether the interests of the beneficiaries are joint or successive, the account shall be considered as being held in trust for both such individuals jointly, and, unless our records for the account indicate the depositor's intention to have been otherwise, upon the death of the depositor, the funds in the account shall be payable in accordance with the rules set forth in paragraph (iii) above.

4. We reserve the right to withhold payment of funds in the account to any named beneficiary who may become entitled to such payment until we have received all such documentation and identification as we may require or applicable law requires in order for us to make the payment.
5. In the event any funds in the account shall become payable to a named beneficiary who is a minor, we can, but we will not have to, make payment of such funds to or upon the order of the minor without the intervention of a parent or guardian of the minor. We may, but we will not have to, require the intervention of a parent or guardian of the minor as a condition to making any such payment.

DEPOSITS IN TRUST AND PAYABLE ON DEATH ACCOUNTS

(For Accounts at Our Maryland and Delaware Banking Offices Only, Including Accounts Acquired from Wilmington Trust Company and Wilmington Trust FSB)

If your account is opened at one of our Maryland or Delaware banking offices in the name of one or more individuals as trustee(s) for (or in trust for) one or more persons named as beneficiaries or is opened at one of our Maryland banking offices in the name of one or more individuals payable on death (or P.O.D.) to one or more P.O.D. payees (each such designated beneficiary or P.O.D. payee is hereinafter referred to in this section as a "beneficiary") without any notice to us of the existence or of the terms of a living or testamentary trust upon which such account title is based, the following rules will apply to the account:

1. During the lifetime of the depositor(s) (i.e., the trustee(s) in the case of an account opened with the designation "as trustee(s) for" or "in trust for" reflected in the account title) or any one of them if there is more than one depositor, the depositor(s) shall have sole control over the funds on deposit in the account and the named beneficiary or beneficiaries shall have no authority to withdraw funds from or otherwise instruct us as to the disposition of funds in the account.
2. During the lifetime of the depositor(s), he, she or they may at any time revoke or change any designation of beneficiary with respect to the account by providing us with written notice of the revocation or change on such form as may be prescribed by us for such purpose. No revocation or change of beneficiary shall be or become effective until noted in our records with respect to the account. If there is more than one depositor, we may require that all depositors named on the account execute the prescribed revocation or change of beneficiary form before we will note the revocation or change of beneficiary designation in our records for the account. We reserve the right not to permit the designation of more than one beneficiary for any account established with us as a trust or payable on death account.
3. Upon the death of the depositor (or all of the depositors if there is more than one) the funds remaining on deposit in the account shall be payable as follows:

- (i) If the account is stated to be held in trust for or payable on death to an individual who is named as the sole beneficiary, the funds in the account shall be payable to such beneficiary provided he or she has not predeceased the depositor (or any one of the depositors if there is more than one); if such beneficiary has predeceased the depositor (or any one of the depositors if there is more than one), the funds in the account will be payable to the deceased depositor's estate (or the estate of the last depositor to die if there is more than one depositor).
 - (ii) If the account is stated to be held in trust for or payable on death to two or more individuals who are named jointly as beneficiaries, the funds in the account shall be payable (a) in equal shares to all of the beneficiaries surviving the depositor's death (or the death of the last depositor to die if there is more than one depositor), (b) in full to the beneficiary surviving the depositor's death (or the death of the last depositor to die if there is more than one depositor) in each case where all other beneficiaries have predeceased the depositor (or the last depositor to die if there is more than one depositor), or (c) in full to the estate of the deceased depositor (or the estate of the last depositor to die if there is more than one depositor) in each case where none of the beneficiaries survives the death of the depositor (or the death of the last depositor to die, if there is more than one depositor).
4. We reserve the right to withhold payment of funds in the account to any named beneficiary who may become entitled to such payment until we have received all such documentation and identification as we may require or applicable law requires in order for us to make the payment.
 5. If your account is opened at one of our Maryland or Delaware banking offices, in the event any funds in the account shall become payable to a named beneficiary who is a minor, we can, but we will not have to, make payment of such funds to or upon the order of the minor without the intervention of a parent or guardian of the minor. We may, but we will not have to, require the intervention of a parent or guardian of the minor as a condition to making any such payment.

REASONABLE TIME TO ACT

A reasonable time for us to act on any notice, order or other communication or document will not end until at least the close of business on our first banking day following our banking day we receive the notice, order or other communication or document.

DISPUTES INVOLVING YOUR ACCOUNT

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES INVOLVING YOUR ACCOUNT THROUGH FINAL AND BINDING ARBITRATION BEFORE ONE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

1. **Conditions Precedent to Arbitration.** Before you take a dispute or controversy to arbitration, you must first contact us about the dispute or controversy and give us an opportunity to resolve it. Similarly, before we take a dispute or controversy to arbitration, we must attempt to resolve it with you. If the dispute or controversy cannot be resolved within 60 days from the date you or we are notified about it, the matter that is in dispute or subject to controversy may proceed to arbitration in accordance with the provisions of this section.
2. **Agreement to Binding Arbitration.** Each dispute or controversy that arises out of or is related to your account with us, or any service we provide in connection with your account, or any matter relating to your or our rights and obligations provided for in this agreement or any other agreement between you and us relating to your account or a service provided by us in connection with your account, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including any claim for interest and attorney's fees, where applicable (any "Claim"), must be determined on an individual basis by binding arbitration in accordance with the Federal Arbitration Act ("FAA" – Title 9 of the United States Code) under the auspices of the American Arbitration Association ("AAA"). Judgment on an arbitration award may be entered in any court having jurisdiction. Any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration will be decided by the arbitrator. If any part of the relief request is not expressly stated as a dollar amount, the dispute or controversy will not be a Claim that is subject to arbitration.
3. **Applicable Arbitration Rules.** If the amount in controversy is less than \$10,000, the Consumer Arbitration Rules of the AAA will apply. Otherwise, the Commercial Arbitration Rules of the AAA will be applicable (the Consumer and Commercial Arbitration Rules are sometimes hereinafter collectively referred to as the "Arbitration Rules"). Information about the arbitration process, the Consumer or Commercial Arbitration Rules, the AAA's fees and the nearest AAA Case Management Center is available from the AAA online at www.adr.org. Information about AAA procedures, rules, fees and nearest offices will also be made available to you by contacting the corporate headquarters of the AAA at 1-800-778-7879.
4. **Representation.** You may, but you do not have to, hire an attorney to represent you in any arbitration.

5. **Number of Arbitrators and Qualifications.** Only ONE arbitrator will be selected. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.
6. **Language.** The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter.
7. **Rules Governing Arbitration.** You and we acknowledge that this agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions in this section. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this agreement and may not limit, expand or otherwise modify its terms.
8. **Tolling of Statute of Limitations.** The filing of a demand for arbitration in accordance with the Arbitration Rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.
9. **Remedies Available.** The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Subject to the foregoing limitation, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law, and, in each case, shall award to the prevailing party all of its costs and fees. "Costs and fees" means all reasonable pre- and post-award expenses of arbitration, including attorney's fees, arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses (for example, copying and telephone), court costs and witness fees. However, the arbitrator may not award damages that are not expressly authorized or are expressly prohibited by this agreement. The award shall be in writing, shall be signed by the arbitrator and shall include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration.
10. **No Consolidation of Action or Class Actions.** There will be no class Claim (i.e., Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us).
11. **Other Actions Available; No Waiver of Right to Arbitrate.** The arbitration provisions contained in this section do not limit your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as the right of set-off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action.
12. **Survivability.** The foregoing "Dispute Resolution" provisions, in which you and we have agreed to arbitrate disputes, will survive the termination of your account with us, whether evidenced by this agreement or otherwise.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING DISPUTE RESOLUTION PROVISIONS IN WHICH YOU AND WE HAVE AGREED TO ARBITRATE DISPUTES. YOU UNDERSTAND THAT THESE PROVISIONS LIMIT OR WAIVE CERTAIN OF YOUR RIGHTS WITH RESPECT TO CLAIMS THAT YOU ARE AGREEING TO ARBITRATE PURSUANT TO THESE PROVISIONS. YOU UNDERSTAND THAT THERE WILL BE NO CLASS CLAIMS IN ARBITRATION. YOU FURTHER UNDERSTAND THAT DISCOVERY – THE ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY – MAY BE MORE LIMITED IN ARBITRATION THAN IN A COURT PROCEEDING, AND THE RIGHT AND GROUNDS OF APPEAL FROM AN ARBITRATOR'S AWARD ARE MORE LIMITED THAN IN AN APPEAL FROM A COURT JUDGMENT. IN ADDITION, YOU UNDERSTAND THAT CERTAIN OTHER RIGHTS YOU HAVE IN A COURT PROCEEDING ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

LEGAL PROCEEDINGS

If your account becomes involved in any legal proceeding (including any arbitration proceeding between you and us), we can restrict deposits in and withdrawals from your account.

TRANSACTIONS ON ACCOUNTS WITH PENDING DISPUTES

We will not be liable if, because of any dispute concerning your account, we do not allow or make any deposit in or withdrawal from your account. Also, we will not be liable if, despite any dispute concerning your account, we allow or make any deposit in or withdrawal from your account.

EVIDENCE

In any legal proceeding (including any arbitration proceeding between you and us) involving your account or any governing document for your account, any copy of that governing document kept by us in the regular course of our business is to be admitted in evidence as an original of that governing document.

CONFLICTS

If any part of the Specific Features and Terms conflicts with this agreement, the Specific Features and Terms will control. If any part of any governing document for your account conflicts with applicable law, the law will control, and that governing document will be considered changed to the extent necessary to comply with the law.

CONTINUED EFFECTIVENESS

If any part of any governing document for your account is determined by a court to be invalid, the rest of that governing document and the other governing documents for your account will remain in effect.

WHAT LAW APPLIES

Except as otherwise specifically provided herein or in any applicable separate agreement, or as may be evidenced by our account records, all legal questions concerning, and all documents governing, converted accounts shall continue to be governed by, and construed in accordance with, the laws that applied to those accounts prior to the conversion to M&T Bank systems (i.e., the federal laws of the United States and (a) the applicable laws of the State of Maryland, without regard to any choice of law provisions, for any converted account that has or had an account number beginning with the numbers 400 or 800; and (b) the applicable laws of the State of Delaware, without regard to any choice of law provisions, for all other converted accounts). For purposes of this provision, "converted accounts" include any of your accounts that were acquired by M&T Bank from Wilmington Trust Company or Wilmington Trust FSB or opened through M&T Bank's Wilmington Trust division prior to the conversion date. Other accounts you may open with us before, at or after the conversion date may be governed by different governing law provisions.

CHECKING AND SAVINGS ACCOUNTS

NOTICES OF WITHDRAWAL

If your account is an interest-bearing Checking account, a non-interest-bearing NOW account or a Savings account, we can require that we receive a written notice of the date and amount of any intended withdrawal from your account at least 7 days before the date the intended withdrawal is to be made.

REFUSAL TO ALLOW WITHDRAWAL

Under certain circumstances, we can refuse to allow a withdrawal from your account. For example, we can refuse to allow a withdrawal from your account if:

1. Your account is an interest-bearing Checking account, a non-interest-bearing NOW account or a Savings account and we require that we receive a written notice of the date and amount of the withdrawal at least 7 days before the date the withdrawal is to be made and we have not received the notice;
2. The withdrawal would consist of money deposited in your account in the form of a check or other item and not yet available for withdrawal from your account;
3. There is a dispute concerning your account;
4. Your account is pledged as collateral for any indebtedness;
5. The withdrawal would consist of money we are holding to pay any income tax on interest earned on money in your account;
6. Your account is a Checking account, the withdrawal is not sought to be made by a check written on your account and any limitation we impose on the number and amounts of withdrawals from your account made in other ways has been exceeded or, as a result of the withdrawal, would be exceeded;
7. Your account is a Savings account, the withdrawal is not sought to be made in person at our banking office where your account is open and any limitation we impose on the number and amounts of withdrawals from your account made in other ways has been exceeded or, as a result of the withdrawal, would be exceeded;
8. The withdrawal would consist of money we have taken to pay any indebtedness to us;
9. We receive a notice not to allow the withdrawal from you or someone else authorized to notify us not to do so;
10. The withdrawal would consist of money we have been ordered to pay to or hold for someone else; or
11. We have not received any document or identification we require or applicable law requires in connection with the withdrawal.

STALE, POSTDATED OR RESTRICTED CHECKS

Unless a check is subject to a timely and validly placed and maintained stop payment order, we can, but will not have to, pay any check written on your account even if the check:

1. Is dated more than 6 months before the date it is presented to us for payment;
2. Is dated after the date it is presented to us for payment (referred to as a “post-dated check”); or
3. Bears a restrictive legend (such as “void if not paid within 30 days” or “not good for more than \$100”) that would be violated by our paying the check.

If you wish to prevent a check from being paid until or after a certain date, you may place, maintain and release a stop payment on the check in accordance with the section of this Agreement entitled “STOPPING PAYMENT OF CHECK.” If you successfully place and maintain a stop payment order with respect to the check, we will not pay the check until you release such stop payment order or such stop payment order expires. This means that if you want us to pay such a check only on or after a certain date, you must follow our procedures to maintain the stop payment order until such date and to release it as of such date. You are solely responsible for placing, monitoring and releasing the stop payment order at the appropriate times. We have no responsibility or liability for placing, monitoring or releasing stop payment orders except as you direct in accordance with our procedures. We also have no liability for any claims arising from or relating to your use of a stop payment order to attempt to control when a check is paid.

CHECK CASHING AT OUR BRANCHES

You agree that we may properly refuse to cash a check drawn on your account with us at any of our branch offices for someone to whom the check is payable if that person is not a deposit customer of ours, as long as the branch at which the check is sought to be cashed generally does not cash checks drawn on the account of any customer of ours that are presented for payment at the branch by persons who are not our deposit customers, other than payroll checks that have been issued by a deposit customer that are cashed by the branch for persons who are not our deposit customers pursuant to a check cashing arrangement that the branch has agreed to with its customer. You further agree that our refusal to cash your written check in any such instance shall not constitute a wrongful dishonor of the check by us and that we shall have no liability to you in connection with our refusal to cash the check, regardless of the consequences to you because of our so doing.

CHECK CASHING FEES

If you issue a check drawn on your account with us and someone who is not a deposit customer of ours seeks to cash it at one of our branch offices, we reserve the right to charge a service fee to that individual as a condition to cashing the check. By continuing to maintain your account with us, you agree that it shall not constitute wrongful dishonor if we refuse to pay such a check because the individual seeking to cash the check declines to pay such service fee.

CHECK CASHING IDENTIFICATION REQUIREMENTS

If you issue a check drawn on your account with us and someone who is not a deposit customer of ours seeks to cash it at one of our branch offices, we have the right not to pay the check if the person who presents it for payment fails to provide us with such reasonable identification as we may request, and, if presentation by such person of the check is made on behalf of another person, such reasonable evidence of his or her authority to do so as we may request. You agree that our reasonable identification requirements may include such documentary forms of identification (such as a passport or driver’s license) and/or physical forms of identification (such as a thumbprint signature) as we may from time to time establish.

PREAUTHORIZED DEBITS

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

STANDARD OF CARE

You acknowledge that modern check processing is automated and agree that our duty of ordinary care in check processing shall be satisfied if we have regular routine procedures for identifying unauthorized check transactions (which may, but need not, include procedures for verifying check signatures) and we follow those procedures. You agree that we do not fail to exercise ordinary care in paying a check drawn on your account solely because our procedures do not provide for a sight-review by us of checks drawn on our deposit customers’ accounts, or provide for such sight-review in the case of checks above an established threshold amount or on a sample basis. You further recognize that automated check processing procedures rely primarily on information encoded onto each check in magnetic ink and agree that, in paying any check drawn on your account, we may properly disregard all information on the check (including any legend or language written on the check that restricts or imposes conditions on its payment) other than the identity of the drawee bank, the amount of the check and any other information encoded onto the check in magnetic ink according to generally accepted banking standards, whether or not that information is consistent with other information included on the check.

We may properly refuse to pay any Item drawn on your account that is presented to us for payment, if, at the time of presentment, we perform a sight-review of the Item and are unable to read or distinguish any information contained on the Item

necessary to determine the amount for which the Item is written or whether the Item is your authorized Item, or if we, in our sole judgment, have reason to doubt the Item’s authenticity. You agree that our return without payment of any such Item shall not constitute a wrongful dishonor of the Item by us and that we shall have no liability to you on account thereof.

STOPPING PAYMENT OF CHECK

You or anyone else authorized to sign a check written on your account can order us not to pay or certify any check written on your account even if the check was signed by someone else. We will not have to follow the order unless:

1. The order includes:
 - a. The exact account number of your account;
 - b. The exact amount, date and number (if any) of the check;
 - c. The name, exactly as it appears on the check, of everyone to whose order the check is payable; and
 - d. The name, exactly as it appears on the check, of everyone who signed the check.
2. If the check is a certified check or an official M&T Bank check, all additional requirements of applicable law (for example, the order not being given until a specified time after the check is certified and our receipt of a document stating that the check has been lost, stolen or destroyed) and M&T Bank policy are met. Additional restrictions may apply.

We will not have to follow the order until we have had a reasonable time to record it against your account. The order will cease to be effective 6 months after the date it is recorded against your account unless it is renewed. The order can be given orally (for example, by telephone). We will send a written confirmation of the order recorded by us which will remain effective unless canceled in writing by you. A stop payment order can be renewed for 6 months at a time. Any renewal of the order must be done in writing and must be received by us in a reasonable time for us to record it against your account before the previous order ceases to be effective. The renewal will take effect on the date it is recorded against your account and will cease to be effective 6 months after that date.

You or anyone else authorized to sign a check written on your account can cancel any order not to pay or certify a check written on your account even if the order was given by someone else. We will not have to follow the cancellation unless it is in writing and until we have had a reasonable time to record it against your account.

We will in good faith try:

1. Not to pay or certify any check written on your account that we have been properly ordered not to pay or certify; and
2. To pay or certify any check written on your account for which an order not to pay or certify has been properly canceled.

We may be responsible if we fail to exercise ordinary care to:

1. Avoid paying or certifying any check written on your account that we have been properly ordered not to pay or certify; or
2. Follow the proper cancellation of any order not to pay or certify a check written on your account.

We will have exercised that ordinary care if:

1. We act in good faith; and
2. We have a reasonable system for communicating orders of that type and cancellations of orders of that type to our employees who would be likely to receive the check, and we reasonably follow the system as a matter of routine.

We shall not be responsible for paying any check written on your account, even if we have been properly ordered not to pay the check, if:

1. Our payment of the check discharges a debt you owe that you had a legal obligation to pay; or
2. We pay the check upon our receipt of a notice of its presentment in the form of an ACH debit entry to your account in cases where the ACH debit entry relates to a check that is electronically represented for payment after its return for insufficient or uncollected funds, or to a check you have issued and sent through the United States mail or delivered to a drop box to a merchant or other vendor in payment for goods or services that, in accordance with prior notice provided to you by the merchant or other vendor and pursuant to the Rules of the National Automated Clearing House Association (the “ACH Rules”), such merchant or other vendor converted to an ACH debit entry for electronic presentment against your account, unless (i) you notify us, within 15 days from the date we send or deliver your statement on which the ACH debit entry appears, that, at the time the ACH debit entry was recorded against your account, the check to which it relates was subject to an existing stop payment order, and we do not recredit your account for the amount of such check promptly upon our receipt of such notification, or (ii) we are able to recover the amount of the check from the financial institution that transmitted the ACH debit entry to us.

INTEREST-BEARING CHECKING ACCOUNTS

For internal bank operating purposes, each interest-bearing Checking account consists of two subaccounts: an interest-bearing checking subaccount and a savings subaccount. For all other purposes, an interest-bearing Checking account is treated as a single account. Both subaccounts pay an identical interest rate and annual percentage yield on account balances. The statement for the account and

any record of the account at an automated teller machine will reflect the account as a single account and will not reflect the subaccounts in any way.

All terms and conditions of this agreement, all the provisions of the Specific Features and Terms governing the account, including (but not limited to) those that govern the way the account may be used, the interest the account earns, minimum balance requirements and funds availability, and all account fees and charges, apply to the account as a whole without reference to the subaccounts, except as provided in this section.

For internal bank operating purposes, all checks and other debits against an interest-bearing Checking account are paid from, and all deposits to an interest-bearing Checking account are credited to, the checking subaccount. At various times during each calendar month, if the checking subaccount balance exceeds a threshold amount set by us, all funds in excess of the threshold amount may be transferred to the savings subaccount. We also make transfers from the available funds in the savings subaccount to the checking subaccount as needed to pay checks and other debits presented against the account. On the sixth transfer from the savings subaccount in a calendar month, the entire balance of the savings subaccount is transferred to the checking subaccount for the remainder of the calendar month. These transfers to and from the checking subaccount will be the only transactions on the savings subaccount. Because the subaccounts are for internal bank operating purposes only, you cannot access the savings subaccount directly. These bank-initiated transfers between the subaccounts are not shown on the statement for the account and are not subject to any fees.

NON-INTEREST-BEARING CHECKING ACCOUNTS

For internal bank operating purposes, each non-interest-bearing Checking account consists of two subaccounts: a non-interest-bearing checking subaccount and a non-interest-bearing savings subaccount. For all other purposes, a non-interest-bearing Checking account is treated as a single account. Neither subaccount pays any interest. The statement for the account and any record of the account at an automated teller machine will reflect the account as a single account and will not reflect the subaccounts in any way.

All terms and conditions of this agreement, all the provisions of the Specific Features and Terms governing the account, including (but not limited to) those that govern the way the account may be used, minimum balance requirements and funds availability, and all account fees and charges, apply to the account as a whole without reference to the subaccounts, except as provided in this section.

For internal bank operating purposes, all checks and other debits against a non-interest-bearing Checking account are paid from, and all deposits to a non-interest-bearing Checking account are credited to, the checking subaccount. At various times during each calendar month, if the checking subaccount balance exceeds a threshold amount set by us, all funds in excess of the threshold amount may be transferred to the savings subaccount. We also make transfers from the available funds in the savings subaccount to the checking subaccount as needed to pay checks and other debits presented against the account. On the sixth transfer from the savings subaccount in a calendar month, the entire balance of the savings subaccount is transferred to the checking subaccount for the remainder of the calendar month. These transfers to and from the checking subaccount will be the only transactions on the savings subaccount. Because the subaccounts are for internal bank operating purposes only, you cannot access the savings subaccount directly. These bank-initiated transfers between the subaccounts are not shown on the statement for the account and are not subject to any fees.

IF FEES EXCEED BALANCE AVAILABLE FOR WITHDRAWAL

If the amount of any fee applicable to your account exceeds the balance available for withdrawal from your account when the fee is charged against your account, and your account is tied to a line of credit, credit card or other credit account, you will be considered to have made a request for a loan under that credit account in the amount of that excess.

ELECTRONIC PRESENTMENT OF CHECKS

We may pay any Item drawn on your account and debit your account accordingly on the day that an Item is presented for payment by electronic or other means, or at an earlier time if the bank at which the Item was deposited electronically provides us with information identifying the Item, including our routing number, the account number, the sequence number of the Item and amount of the Item. We may determine the balance of your account for purposes of deciding whether to dishonor an Item for insufficient available funds at any time between such presentment or receipt of information and the time of return of the Item. We must make this determination only one time regardless of whether the available funds in the account vary during this period.

ELECTRONIC REPRESENTMENT OF CHECKS RETURNED FOR INSUFFICIENT OR UNCOLLECTED FUNDS

If, because of insufficient or uncollected funds in your account, a check drawn on your account that is presented to us for payment is returned unpaid, we can, but we will not have to, debit your account for the amount of the check if, subsequent to our dishonor of the check, it is electronically represented to us for payment

through the Automated Clearing House network in the form of a debit entry to your account. In the event we pay any such electronically represented check, payment of the check will be reflected on your statement covering the period in which it was paid, but the check will not be returned with your statement.

CHECKS ISSUED AND SENT THROUGH THE UNITED STATES MAIL OR DELIVERED TO A DROP BOX TO MERCHANTS AND OTHER VENDORS IN PAYMENT FOR GOODS OR SERVICES

We can debit your account for the amount of any check that you have issued and sent through the United States mail or delivered to a drop box to a merchant or other vendor in payment for goods or services if, in accordance with ACH Rules, such check is converted by the merchant or other vendor to an electronic debit entry to your account and is transmitted to us for payment through the Automated Clearing House network. In the event we pay any such electronic debit entry to your account, its payment will be reflected on your statement covering the period in which it was paid, but the check to which the electronic debit entry relates will not be returned with your statement.

TIME DEPOSIT ACCOUNTS

The following rules apply to Time Deposit accounts established with us, other than Holiday or Savings Club accounts:

AUTOMATIC RENEWAL

If your account is subject to automatic renewal, the following rules apply:

1. Except as provided in this section, we will automatically renew your account at the end of the day on each maturity date of your account, which means that we will treat the amount on deposit in your account as of that time as on deposit in your account until a new maturity date. The term of your account beginning on the maturity date on which the automatic renewal takes place will be equal to the term of your account ending on that maturity date unless we receive from you a written request to us that it be different.
2. During the term of your account beginning on the maturity date on which the automatic renewal takes place, interest earned on money in your account will be computed using a rate and method no less favorable to you than the rate and method least favorable to a depositor to be used in computing interest earned on money in any other automatically renewable Time Deposit account with us of the same type opened on that maturity date with an opening deposit equal to the balance of your account as of the end of the day on that maturity date and having the new maturity date as its first maturity date.
3. We will not automatically renew your account at the end of the day on any maturity date of your account if:
 - a. Before that maturity date, we send or deliver to you a written notice that we will not automatically renew your account;
 - b. On or before that maturity date, we receive a written notice not to automatically renew your account from you or someone else authorized to notify us not to do so; or
 - c. We are prohibited by applicable law from doing so.
4. If we do not automatically renew your account at the end of the day on any maturity date of your account, that maturity date will be the final maturity date of your account.

DELAY IN WITHDRAWAL

If any maturity date of your account is a Saturday, Sunday or federal holiday, money then in your account may not be able to be withdrawn from your account until our next business day.

ON AND AFTER FINAL MATURITY DATE

On and after the final maturity date of your account, money in your account will not be automatically treated as on deposit with us until a new maturity date and will not earn interest, except that, if the final maturity date is a Saturday, Sunday or federal holiday, the money will earn interest through the day before our first business day after the final maturity date at the interest rate for your account for the day before the final maturity date.

LIMITATION ON EARLY WITHDRAWAL

We will not have to allow money deposited in your account before the first maturity date of your account to be withdrawn from your account before that maturity date, to allow money deposited in your account on or after any maturity date of your account to be withdrawn from your account before the next maturity date of your account or, except during any grace period for your account, to allow money that we at any time treat as on deposit in your account until a new maturity date to be withdrawn from your account before the new maturity date.

PENALTY FOR EARLY WITHDRAWAL

A penalty may be imposed if money deposited in your account before the first maturity date of your account is withdrawn from your account before that maturity date, if money deposited in your account on or after any maturity date of your account

is withdrawn from your account before the next maturity date of your account or if money that we at any time treat as on deposit in your account until a new maturity date is withdrawn from your account before the new maturity date. The penalty will be imposed unless the withdrawal is made before the first maturity date, next maturity date or new maturity date and after any owner of your account dies or is declared legally incompetent by a court or administrative body. The amount needed to cover the penalty will be taken first from the amount remaining on deposit in your account and then, if necessary, from the amount of the withdrawal.

JOINT ACCOUNT WITH RIGHT OF SURVIVORSHIP

FOR ACCOUNTS AT OUR NEW YORK BANKING OFFICES:

INTRODUCTION

If your account is opened in the names of two or more individuals, it will be a joint account with right of survivorship unless it is a fiduciary or custodial account.

New York State law requires us to give all of you this notice to summarize some of the legal consequences of opening a joint account with right of survivorship. It is not intended to explain all those legal consequences, and consequently, consultation with an attorney before opening your account may be advisable.

JOINT TENANCY

All money deposited in your account and all interest earned on money in your account will be presumed by New York State law to become the property of all of you as joint tenants no matter who deposits money in your account.

SURVIVORSHIP

After any of you dies, we can, unless a court tells us not to do so, treat money in your account as the sole property of those of you who survive.

WITHDRAWALS

If we do not receive a written notice signed by any of you and notifying us not to do so, we can, without incurring any liability to any of you, pay any check written on your account and signed by any of you, honor any other order for a withdrawal of money from your account given by any of you or allow any of you to withdraw money from your account. We can do so whether the check is written, the other order is given or the withdrawal is made by any of you while all of you are alive or by any of you who survives after any of you dies. Thus, if we do not receive the written notice, any of you can withdraw or order the withdrawal of all money in your account. After we receive the written notice, we can require that any withdrawal of money from your account be authorized in a writing signed by or on behalf of all of you who are alive when we receive the written notice.

CREDITORS

We may be required by legal papers served on us to pay money in your account to satisfy indebtedness of any of you arising from a judgment or in any other way. Also, we may be able to take money in your account to pay indebtedness of any of you to us.

FOR ACCOUNTS AT OUR PENNSYLVANIA BANKING OFFICES:

INTRODUCTION

If your account is opened in the names of two or more individuals and is payable on request to one or more of them, it will be a joint account with right of survivorship, without regard to whether mention is made in the account opening documents or in any other record maintained by us with respect to the account of any right of survivorship, unless it is a fiduciary or custodial account or an account in the name of a husband and wife as tenants by the entireties.

OWNERSHIP DURING LIFETIME OF JOINT ACCOUNT PARTIES

All money deposited in a joint account and all interest earned on money in the account is presumed by Pennsylvania law to belong, during the lifetime of all account parties (i.e., all individuals in whose name the joint account is opened), to such parties in proportion to the net contributions made by each of them to the balance on deposit in the account unless there is clear and convincing evidence of a different intent. The respective ownership rights of the joint account parties shall not affect our administration of the account, our rights with respect to the account or the terms and conditions that govern the account, including, among other things, our ability to pay out any money in the account during the lifetime of the joint account parties upon the authorized order of any of them, without regard to their ownership of the funds in the account.

RIGHT OF SURVIVORSHIP

Any sum remaining on deposit in a joint account upon the death of an account party is presumed by Pennsylvania law to belong to the surviving account party or account parties as against the estate of the deceased account party unless there is clear and convincing evidence of a different intent at the time the account was established. If there are two or more surviving account parties, their respective ownership interests in the account during their lifetime shall be in proportion to their respective ownership interests in the account prior to the death of the deceased account party augmented by an equal per capita share for each surviving account party of any interest the deceased account party may have owned in the account immediately before his or her death and the right of survivorship continues as between the surviving account parties. Upon the death of a party to a joint account, in the absence of a court order telling us not to do so, we can pay out any money in the account upon the authorized order of any surviving account party, without regard to the ownership of the funds in the account and notwithstanding that we may have received any notice from the estate of the deceased account party or any other third party claiming ownership rights to the money on deposit in the joint account.

WITHDRAWALS

If we do not receive a written notice signed by any of you and notifying us not to do so, we can, without incurring any liability to any of you, pay any check written on your account and signed by any of you, honor any other order for a withdrawal of money from your account given by any of you or allow any of you to withdraw money from your account. We can do so whether the check is written, the other order is given or the withdrawal is made by any of you while all of you are alive or by any of you who survives after any of you dies. Thus, if we do not receive the written notice, any of you can withdraw or order the withdrawal of all money in your account. After we receive the written notice, we can require that any withdrawal of money from your account be authorized in a writing signed by or on behalf of all of you who are alive when we receive the written notice.

CREDITORS

We may be required by legal papers served on us to pay money in your account to satisfy indebtedness of any of you arising from a judgment or in any other way. Also, we may be able to take money in your account to pay indebtedness of any of you to us.

FOR ACCOUNTS AT OUR MARYLAND AND DELAWARE BANKING OFFICES (INCLUDING ACCOUNTS ACQUIRED FROM WILMINGTON TRUST COMPANY AND WILMINGTON TRUST FSB):

INTRODUCTION

If your account is opened in the names of two or more individuals and is payable on request to or upon the order of one or more of them, it will be a joint account with right of survivorship, without regard to whether mention is made in the account opening documents or in any other record maintained by us with respect to the account of any right of survivorship, unless it is a fiduciary or custodial account.

ADMINISTRATION OF JOINT ACCOUNT DURING LIFETIME OF JOINT ACCOUNT PARTIES

The respective ownership rights of joint account parties in and to the monies on deposit in their joint account and any interest earned thereon shall not affect our administration of the account, our rights with respect to the account or the terms and conditions that govern the account, including, among other things, our ability to pay out any money in the account during the lifetime of the joint account parties upon the authorized order of any of them, without regard to their ownership of the funds in the account.

RIGHT OF SURVIVORSHIP

Upon the death of a party to a joint account with right of survivorship, in the absence of a court order telling us not to do so, we can pay out any money in the account upon the authorized order of any surviving joint account party, without regard to the ownership of the funds in the account and notwithstanding that we may have received any notice from the estate of the deceased joint account party or any other third party claiming ownership rights to the money on deposit in the joint account.

WITHDRAWALS

If we do not receive a written notice signed by any of you and notifying us not to do so, we can, without incurring any liability to any of you, pay any check written on your account and signed by any of you, honor any other order for a withdrawal of money from your account given by any of you or allow any of you to withdraw money from your account by any means we make available for the withdrawal of funds from deposit accounts opened with us. We can do so whether the check is written, the other order is given or the withdrawal is made by any of you while all of you are alive or by any of you who survives after any of you dies. Thus, if we do not receive the written notice, any of you can withdraw or order the withdrawal of all money in your account. After we receive a written notice from any

of you directing that we not allow any one or more of you to withdraw or order the withdrawal, by check or otherwise, of money in your account, without the consent of one or more other parties to the account, to the extent permitted by law, we can, but will not have to, require that any withdrawal of money from your account be authorized in a writing signed by or on behalf of all of you who are alive when we receive the notice.

CREDITORS

We may be required by legal papers served on us to pay money in your account to satisfy indebtedness of any of you arising from a judgment or in any other way. Also, we may be able to take money in your account to pay indebtedness of any of you to us.

NOTICE CONCERNING MULTIPLE-PARTY ACCOUNTS

FOR ACCOUNTS AT OUR MARYLAND AND DELAWARE BANKING OFFICES ONLY (INCLUDING ACCOUNTS ACQUIRED FROM WILMINGTON TRUST COMPANY AND WILMINGTON TRUST FSB):

If your account with us is a "multiple-party account," unless the Deposit Account Opening Request, signature card, or other account opening document signed by the parties to the account provides otherwise, upon the death of a party to the account, the funds in such account shall belong to the surviving party or parties in accordance with the terms and provisions of this agreement. A "multiple-party account" includes any of the following types of accounts with us:

- (a) Payable On Death or P.O.D. account, which is any account established in the name of one (1) or more parties where funds in the account may be drawn upon: (i) by one (1) party during the party's lifetime and, upon such party's death, by one (1) or more P.O.D. payees (i.e., individuals designated on the account as persons to whom the account belongs after the death of all parties to the account and who do not possess a present right to draw upon funds in the account during the lifetime of any party to the account), or (ii) by one (1) or more parties during their respective lifetimes and, upon the death of all of such parties, by one (1) or more P.O.D. payees, as more particularly described in the section of this agreement titled "Deposits In Trust And Payable On Death Accounts";
- (b) Trust Account, which is any account (other than a fiduciary account arising from a fiduciary relationship) established in the name of one (1) or more parties as trustees for one (1) or more beneficiaries where (i) none of the beneficiaries is also a trustee, (ii) the trust relationship is established by the account agreement and not under a testamentary trust, declaration of trust or a trust agreement that has significance apart from the account, and (iii) there is no corpus of or property held by the trust other than the funds in the account, and (iv) the terms of the account provide for the funds in the account to be drawn upon (A) by one (1) party (i.e., trustee) during the party's lifetime and, upon such party's death, by one (1) one or more beneficiaries, or (B) by one (1) or more parties during their respective lifetimes and, upon the death of all of such parties, by one (1) or more beneficiaries, as more particularly described in the section of this agreement titled "Deposits In Trust And Payable On Death Accounts";
- (c) Joint Account, which is any account other than a Payable On Death account or a Trust account established in the name of two (2) or more parties, as more particularly described in the section of this agreement titled "Joint Account With Right of Survivorship."

If your account with us is a multiple-party account that was established before October 1, 1993, you are advised that effective October 1, 1993, Maryland law, as applicable to multiple-party accounts changed, and that your rights under the account as a party to such account may have changed as a result of such change in the law. You are further advised that Maryland law, as set forth in section 1-204(d) of the Maryland Financial Institutions Code, contains the following provisions with respect to the death of a party to a multiple-party account:

"Death of party. - -

- (1) Upon the death of a party to a multiple-party account, the right to any funds in the account shall be determined in accordance with the express terms of the account agreement.
- (2) If the account agreement does not expressly establish the right to funds in the account upon the death of a party, or if there is no account agreement, any funds in the account upon the death of a party shall belong to the surviving party or parties.
- (3) Unless the account agreement expressly provides otherwise, upon the death of the last party to a multiple-party account, any funds remaining in the account shall belong to:
 - (i) The beneficiaries of a trust account who are then living;
 - (ii) The P.O.D. payees of a P.O.D. account who are then living; or
 - (iii) Subject to paragraph (4) of this subsection, the personal representative of:

1. The last surviving party of a trust account if no beneficiary is then living;
2. The last surviving party of a P.O.D. account if no P.O.D. payee is then living; or
3. The last surviving party of a joint account.
- (4) No payment from a multiple-party account may be made to the personal representative of a deceased party unless:
 - (i) Proof is presented to the depository institution showing that the deceased party was the last surviving party; or
 - (ii) There is no right of survivorship under this section.
- (5) If there is no right of survivorship under this section, the depository institution may make payment from a multiple-party account to the personal representative of a deceased party without liability to:
 - (i) Any other party; or
 - (ii) Any party's heirs, personal representatives, or assigns.
- (6) No funds in an account shall belong to any convenience person by reason of that capacity."

DISCLOSURE STATEMENT REQUIRED BY ELECTRONIC FUND TRANSFER ACT

DEFINITIONS OF SOME TERMS

In this disclosure statement:

1. "We," "us," "our" and "ours" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14203;
2. "You" and "your" mean all the individuals signing a Deposit Account Opening Request provided by us;
3. "Your Checking account" means any Checking account we open in response to that Deposit Account Opening Request if the account is established primarily for personal, family or household purposes;
4. "Your Savings account" means any Savings account we open in response to that Deposit Account Opening Request if the account is established primarily for personal, family or household purposes; and
5. Except as specifically provided herein, for purposes of this disclosure statement, "electronic transfer" means any electronic funds transfer to or from your account that is covered by the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System. Generally, these electronic transfers include any transfer of funds to or from your account that is begun through an electronic terminal, telephone, computer or magnetic tape other than: (a) a transfer of funds you initiate by telephoning us (unless covered under a telephone bill payment or other written plan covering periodic or recurring transfers); (b) a wire transfer of funds; or (c) a transfer of funds we initiate under an agreement between you and us providing that we will transfer funds without individual request from you: (i) between your accounts with us (whether in your name alone or also in the name of someone else); (ii) from your accounts with us to an account with us open in the name of a member of your family (whether in such person's name alone or also in the name of someone else); or (iii) between your accounts with us and one of our own accounts, including to pay a loan you have with us. For purposes of this disclosure statement, an "electronic transfer" does not include any transfer of funds to or from your account: (a) that is made using your M&T ATM card or any Visa® debit card or the access device associated with any such card (these transfers are subject to the terms of our Electronic Banking Card and Telephone Transaction Disclosure and Agreement or other agreement relating to your card); or (b) that is initiated using our Internet banking or Internet bill pay services (these transfers are subject to the terms of separate agreements regarding such Internet services).

TYPES OF ELECTRONIC TRANSFERS

Types of electronic transfers that can be made involving your account include the following, among others:

1. Direct deposit of your pay, dividends, Social Security or other government benefits or other recurring payments by electronic transfers;
2. Electronic transfers from your account to pay insurance premiums, utility bills or other similar recurring payments; and
3. Electronic check conversions (i.e., when you authorize a merchant or other payee to make a one-time electronic transfer from your checking account using information from your check to pay for purchases or to pay bills).

LIMITATIONS ON ELECTRONIC TRANSFERS

During any calendar month, a total of no more than 6 withdrawals and transfers can be made from your Savings account to another account with us or to a third party by means of a preauthorized or automatic transfer or telephonic (including data transmission) agreement, order or instruction (including Internet, web banking and other computer transactions), or by check, draft, debit card, or similar order payable to a third party.

STATEMENTS

We will send or deliver a statement for your Checking account to you approximately once a month. Unless your Savings account is an account for which we issue a passbook, we will send or deliver a statement for the account to you at least quarterly if no electronic transfers have been made to or from the account. A statement for your Savings account (other than an account for which we issue a passbook) will also be sent to you on the monthly cycle date for your Savings account if there have been electronic transfers made to or from the account in the period since the prior monthly cycle date. If your Savings account is linked to your Checking account for statement purposes, the statement for your Savings account will be combined with the statement for your Checking account and will be sent to you on the monthly cycle date for your Checking account. Any statement for your Checking account or your Savings account will show all transactions credited to or charged against the account during the period covered by the statement.

PASSBOOK

If your Savings account is an account for which we issue a passbook and you bring the passbook to any of our banking offices, we will record in the passbook all electronic transfers made to the account since the last time we recorded electronic transfers in the passbook.

VERIFYING ELECTRONIC TRANSFERS

If you have arranged with us to have electronic transfers made to your Checking account or your Savings account, you can telephone us at **(716) 626-1900 or 1-800-724-2440** to find out whether any of the transfers has been made.

LIABILITY FOR FAILURE TO MAKE ELECTRONIC TRANSFERS

With some exceptions, we will be liable to the extent provided by applicable law for damages you suffer as a result of our failure to make an electronic transfer on time and in the correct amount according to any agreement between you and us concerning the transfer. Examples of exceptions to our liability are as follows:

1. The transfer is to be made from your Checking account or your Savings account, and through no fault of ours the amount of the transfer exceeds the balance available for withdrawal from the account plus, if the account is a Checking account that is tied to an Overdraft Arrangement, the amount then available for withdrawal or use under such Overdraft Arrangement;
2. The transfer is to be made from your Checking account or your Savings account, and money in the account is subject to a court order restricting its removal from the account or is the subject of a dispute;
3. An occurrence beyond our control (such as a fire or flood) prevents the transfer despite our exercise of reasonable care to prevent the occurrence and our exercise of diligence to make the transfer despite the occurrence;
4. A technical malfunction known to you at the time the transfer should have been made prevents the transfer; or
5. Our failure to make the transfer is justified by any provision of any agreement between you and us concerning your Checking account, your Savings account, Overdraft Arrangement or transfers to or from any of the accounts or by applicable law.

CANCELLING AUTHORIZATION FOR A SERIES OF PRAUTHORIZED ELECTRONIC TRANSFERS

If you authorize us to make a series of electronic transfers consisting of insurance premiums or similar recurring payments from your Checking account or your Savings account, you can cancel the authority and stop all future transfers in the series by telephoning us at **(716) 626-1900 or 1-800-724-2440, or by writing Manufacturers and Traders Trust Company, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center.** We will not have to treat the cancellation as effective until 3 of our business days after the date we receive it.

If you telephone the cancellation to us, we can require you to get a written confirmation of it to us within 14 days after the date you telephone it to us. In that case, the cancellation will cease to be binding on us 14 days after the date it was telephoned to us unless we receive the written confirmation during the 14 days. However, even if we do not receive the confirmation during the 14 days, we can continue to follow the cancellation even though it is no longer binding on us. You must confirm to us that you have notified the person to whom the series of transfers was to be made of the cancellation and provide a copy of that notice to us. We will be liable for damages you suffer as a result of our failure to comply with the cancellation at any time it is binding on us.

STOPPING PAYMENT OF PARTICULAR ELECTRONIC TRANSFERS

If you have arranged with us to make electronic transfers from your Checking account or your Savings account, you can order us to stop payment of any of the transfers. You can do so by telephoning us at **(716) 626-1900 or 1-800-724-2440, or by writing Manufacturers and Traders Trust Company, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center,** in time for us to receive the order at least 3 of our business days before the date the transfer is scheduled to be made. If you telephone the order to us, we can require

you to get a written confirmation of it to us within 14 days after the date you telephone it to us. In that case, the order will cease to be binding on us 14 days after the date it was telephoned to us unless we receive the written confirmation during the 14 days. However, even if we do not receive the confirmation during the 14 days, we can continue to follow the order even though it is no longer binding on us. While we are following the order, we can, but we will not have to, allow any other electronic transfer from the account to the person to whom the transfer was to be made. We will be liable for damages you suffer as a result of our failure to comply with the order at any time it is binding on us.

ELECTRONIC TRANSFERS VARYING IN AMOUNT

At least 10 days before the date we make any of a series of related electronic transfers that may vary in amount and that are to be made to a particular person from your Checking account or your Savings account, we or that person will send or deliver to you a written notice of the amount of the transfer and the date the transfer is to be made. As an alternative to having the notice sent or delivered to you before each of the transfers is made, you may be able to choose to have it sent or delivered to you only when the amount of any of the transfers will differ by more than a certain amount set by you from the amount of the previous transfer in the series or will fall outside certain limits set by you.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

NOTICE OF UNAUTHORIZED ELECTRONIC TRANSFER

If you believe that any electronic transfer may have been or may be made without your authorization, you must contact us at once. You can do so by telephoning **(716) 626-1900 or 1-800-724-2440, or by writing Manufacturers and Traders Trust Company, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center.**

LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS

If any statement for your Checking account or your Savings account we send or deliver to you shows any electronic transfer made without your authorization or any error in the account and you do not report the transfer or error to us within 60 days after the date we send or deliver the statement to you, you will have to bear the loss of money taken from the account after the end of those 60 days if we can show that the loss would not have occurred except for your failure to report the transfer or error to us. For a good reason (such as a long trip or hospital stay by you), we will extend those 60 days a reasonable time.

DISCLOSURE

In the regular course of our business, we will disclose information about your Checking account or your Savings account or any transaction involving the account in accordance with the M&T Bank Corporation Consumer Information Policy.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at **(716) 626-1900 or 1-800-724-2440**

or

write us at:

Manufacturers and Traders Trust Company

P.O. Box 767

Buffalo, New York 14240-0767

Attention: M&T Telephone Banking Center

as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. Please note that any notice transmitted to M&T Bank at any address other than the address indicated in this section, including but not limited to any e-mail address or web site, will not constitute valid notice.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account. If the transfer was started outside any state, territory or possession of the United States, the District of Columbia and Puerto Rico, the 45-day period referred to in this section will be 90 days. If your claim involves an electronic trans-

fer to or from an account you have with us that took place within 30 days after the first deposit to the account was made, each 10-business-day period referred to in this section will be 20 business days and the 45-day period referred to in this section will be 90 days.

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

DISCLOSURE REQUIRED BY AUTOMATED CLEARING HOUSE RULES

INTRODUCTION

Many preauthorized electronic fund transfers are effected through the Automated Clearing House (ACH) system. Each ACH payment is called an "entry." If you have authorized recurring payments to or from your account using the ACH system (for example, if you have authorized direct deposit of your paycheck into your Checking account, or if you have authorized direct debit of your Checking account for dues payments to a health club), you should take note of the following Rules of the National Automated Clearing House Association (the ACH Rules).

PROVISIONAL SETTLEMENT

Because ACH payments are arranged for in batches in advance, each ACH payment is provisional until each financial institution involved has received final payment for the ACH entry. For example, if you have authorized regular debit entries to your M&T Checking account to pay your health club dues by ACH credit entries to the health club's account at another bank, both ACH entries will be made on the date you have authorized, but on a provisional basis. If in fact you do not have sufficient available funds in your M&T deposit account on the payment date to pay M&T Bank for the amount of the entry, so that M&T Bank can pay the health club's bank for the amount credited to the health club's account, the ACH entries will be reversed. In such a case, your monthly dues payment to the health club would remain unpaid. The club would be entitled to charge you a penalty or a returned-item charge as well. Your account will also be liable for an insufficient funds fee assessed by M&T Bank.

Payment is also provisional if you are the receiver of an ACH credit entry. For example, if you have authorized the insurance company that issued your annuity to make annuity payments by direct deposit into your M&T Bank deposit account from the insurance company's deposit account at another bank, the ACH entry would be credited to your account on the scheduled payment date. However, if in fact the insurance company had insufficient funds in its deposit account, that bank would reverse the ACH debits to the insurance company's account, and M&T Bank would not receive final settlement at the end of the day. In such a case, the credit to your M&T Bank account would have to be reversed. The annuity payment would still be due and payable to you under your annuity contract, but you would have to obtain it directly from the insurance company, not from M&T Bank.

NO SPECIAL NOTICE OF ACH CREDIT OR DEBIT

We will not send you any special notice of receipt of an ACH entry for credit or debit to your deposit account. For example, if you have authorized direct deposit of your paycheck to your M&T Bank Checking account, the credits will appear on your statement but we will not send you a special confirmation upon receipt of the ACH credit for your account.

RIGHT TO RECREDIT FOR UNAUTHORIZED ACH DEBIT ENTRY

An unauthorized debit entry may occur if a party whom you have never authorized to originate debits to your account misuses your bank and account numbers, obtained from your lost or stolen checkbook or via telephone fraud or other fraud. You are urged to keep your account number confidential. An unauthorized ACH debit entry can also occur by mistake, if the originator was authorized by you but starts the debits before your authorization takes effect, or if the originator fails to terminate the debits when the agreed sum is paid in full, or otherwise according to your written notice of revocation.

If you find in reviewing your statement that an unauthorized ACH debit entry has been made against your account, you have the right to prompt recredit of the unauthorized amount to your account. To obtain the recredit you must:

1. Notify us and provide us with a written affidavit or statement under penalties of perjury in the ACH form available at your branch, within 15 days after the date we send or deliver your statement on which the unauthorized entry appears (or, where applicable, within such other period of time which may be prescribed by the Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board issued pursuant thereto in connection with unauthorized electronic fund transfers made from your account); and
2. Provide us with all the information we request in order to process the recredit.

RIGHT TO RECREDIT FOR IMPROPER DEBIT ENTRIES

An improper ACH debit entry refers to (a) an electronic represented check entry debited to your account that was originated by or on behalf of a payee of a check

drawn on your account to collect the amount of the check after it has been returned unpaid for insufficient or uncollected funds in cases where (i) the payee of the check to which the electronic represented check entry relates did not provide you with a notice, in advance of the payee's receipt of such check, informing you that, if the check is returned for insufficient or uncollected funds, it may be collected electronically, (ii) the check to which the electronic represented check entry relates is ineligible for electronic representation using the ACH system because it does not satisfy all of the eligibility requirements prescribed by the ACH Rules, (iii) all signatures on the check to which the electronic represented check entry relates are not authentic or authorized, (iv) the check to which the electronic represented check entry relates has been altered, (v) the amount of the electronic represented check entry was not accurately obtained from the check to which it relates, or (vi) both the electronic represented check entry and the check to which it relates have been presented for payment, (b) an accounts receivable debit entry to your account (i.e., a transaction involving a check written on your account that is sent by you through the United States mail or delivered by you to a drop box to a merchant, vendor or other payee, who, pursuant to prior notice provided to you, uses the check as a source document to capture information contained on the check for the purpose of converting it to an electronic debit entry to your account in accordance with the terms of the check) in cases where (i) the originator of the debit entry did not provide you with notice, in advance of receiving your check, informing you that the receipt of your check by the originator will authorize an ACH debit entry to your account in accordance with the terms of the check, (ii) the check used as the source document was improper (i.e., it was not eligible for use as a source document under the ACH Rules), (iii) both the accounts receivable debit entry and the check to which it relates (i.e., the check used as a source document) have been presented for payment, or (iv) the amount of the accounts receivable debit entry was not accurately obtained from the check to which it relates (i.e., the check used as a source document), and (c) a point-of-purchase debit entry to your account (i.e., a transaction involving an in-person purchase of goods or services by you in which the merchant or other vendor, based on your written authorization, obtains from you at the point of purchase a check which the merchant or other vendor uses as a source document to collect your routing number, account number and check serial number to generate an ACH debit entry to your account and which is then voided by the merchant or other vendor and returned to you) in cases where (i) the debit entry for which you are seeking recredit was not authorized by you, (ii) the check used as the source document was improper (i.e., it was not eligible for use as a source document under the ACH Rules), or (iii) both the point-of-purchase debit entry and the check to which it relates (i.e., the check used as a source document) have been presented for payment.

A check to which an electronic represented check entry relates is ineligible for electronic representation through the ACH system if it (i) is not an "item" within the meaning of the 1990 Official Text of Revised Article 4 of the Uniform Commercial Code, (ii) is not a negotiable demand draft drawn on or payable through a financial institution that is a Participating Depository Financial Institution as defined in the ACH Rules (i.e., generally, a financial institution that is authorized to participate in the ACH network), other than a Federal Reserve Bank or Federal Home Loan Bank, (iii) is in an amount of \$2,500 or more, (iv) does not include on its face that the check was returned due to "Not Sufficient Funds," "NSF" "Uncollected Funds" or comparable language, (v) is dated more than 180 days from the date on which the related electronic represented check entry was transmitted to us, (vi) is drawn on a non-consumer account, or (vii) has been previously presented to us for payment (A) more than twice in paper form, if the entry is an initial electronic represented check entry, or (B) more than once in paper form and more than once as an electronic represented check entry, if the entry is a reinitiated electronic represented check entry.

Payment instruments that are ineligible for use as a source document for accounts receivable debit entries and point-of-purchase debit entries include (i) checks drawn on corporate or business accounts, (ii) third-party checks, (iii) credit card checks, (iv) obligations of a financial institution (such as traveler's checks, cashier's checks, official checks and money orders, among other things), (v) checks drawn on the Treasury of the United States, a Federal Reserve Bank or a Federal Home Loan Bank, (vi) checks drawn on a state or local government, and (vii) checks payable in a medium other than United States currency. For point-of-purchase debit entries, a previously voided check that has been used as a source document for such a transaction may not be used again for another such transaction.

If you find in reviewing your statement that an improper ACH debit entry has been made against your account, you have the right to prompt recredit of the amount of the improper debit to your account. To obtain the recredit you must:

1. Notify us and provide us with a written affidavit in the ACH form available at your branch, within 15 days after the date we send or deliver your statement on which the improper ACH debit entry appears; and
2. Provide us with such information we request in order to process the recredit.

RIGHT TO RECREDIT IN THE CASE OF A STOP PAYMENT OF A CHECK TO WHICH AN ELECTRONIC REPRESENTED CHECK ENTRY RELATES

In accordance with ACH Rules, if we debit your account for an ACH debit entry to pay a check drawn on your account that is electronically represented for payment after its return for insufficient or uncollected funds, and, at the time we receive the entry, we are in receipt from you of an order to stop payment on the check to which

the entry relates that has been recorded against your account and has not ceased to be effective, you have the right to prompt recredit of the amount of the debit to your account, provided you notify us of the stop payment order within 15 days from the date we send or deliver your statement on which the ACH debit entry appears.

RIGHT TO RECREDIT IN THE CASE OF A STOP PAYMENT OF A CHECK USED AS A SOURCE DOCUMENT TO WHICH AN ACCOUNTS RECEIVABLE DEBIT ENTRY RELATES

In accordance with ACH Rules, if we debit your account to pay an accounts receivable debit entry that was originated using a check written on your account as a source document, and, at the time we receive the entry, we are in receipt from you of an order to stop payment on such check that has been recorded against your account and has not ceased to be effective, you have the right to prompt recredit of the amount of the debit to your account, provided you notify us of the stop payment order within 15 days from the date we send or deliver your statement on which the accounts receivable debit entry appears.

STOPPING PAYMENT OF AN ACH DEBIT ENTRY

You or anyone else authorized to sign a check or withdrawal slip written on your account can order us not to pay a future ACH debit entry scheduled for debit against your M&T Bank account, even though it may have been authorized by someone else. However, we will not have to follow the order unless:

1. The order includes:
 - a. The exact account number of your account;
 - b. The exact routing and transit number of the bank to which the entry is to be sent;
 - c. The exact account number of the bank account to be credited with the entry; and
 - d. The exact date when the entry is scheduled to be made.
2. a. If the order relates to an ACH debit to your account that is attributable to (i) an electronic represented check entry, (ii) an accounts receivable debit entry, (iii) a point-of-purchase debit entry, (iv) a single-entry WEB entry (i.e., a one-time transfer of funds from your account initiated pursuant to an authorization obtained by the originator of the entry via the Internet from you or someone else authorized to sign a check on or withdraw funds from your account), or (v) a TEL entry (i.e., a one-time transfer of funds from your account initiated pursuant to an oral authorization obtained by the originator of the entry over the telephone from you or someone else authorized to sign a check on or withdraw funds from your account), we have received the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order prior to our acting on the debit entry.
- b. If the order relates to an ACH debit to your account that is not attributable to an electronic represented check entry, an accounts receivable debit entry, a point-of-purchase debit entry, a single-entry WEB entry or a TEL entry, we have received the order at least 3 full banking days before the scheduled payment date, and, in addition, we have had a reasonable time to record it against your account and against the ACH system by means of which the entry is scheduled to be made.

If the order is given in writing, it will cease to be effective 6 months after the date it is recorded against your account unless it is renewed. The order can be given orally (for example, by telephone). If it is, we will send to you for your approval written confirmation of what we have recorded against your account. The order shown on the confirmation will remain recorded against your account unless you notify us to modify or cancel it. The order can be renewed for 6 months at a time. Any renewal of the order must be done in writing and must be received by us in a reasonable time for us to record it against your account before the order ceases to be effective. The renewal will take effect on the date it is recorded against your account and will cease to be effective 6 months after that date.

You or anyone else authorized to sign a check or withdrawal slip written on your account can cancel any order not to pay an ACH debit entry authorized to be debited to your account even if the order not to pay was given by someone else. We will not have to follow the cancellation unless it is in writing and:

1. If the cancellation relates to an order not to pay an ACH debit to your account that is attributable to an electronic represented check entry, an accounts receivable debit entry, a point-of-purchase debit entry, a single-entry WEB entry or a TEL entry, we have received it at such time and in such manner as to afford us a reasonable opportunity to act upon the cancellation prior to our acting on the stop payment order;
2. If the cancellation relates to an order not to pay an ACH debit to your account that is attributable to an entry other than an electronic represented check entry, an accounts receivable debit entry, a point-of-purchase debit entry, a single-entry WEB entry or a TEL entry, we have received it at least 3 full banking days prior to the scheduled payment date, and until we have had a reasonable time to record it against your account.

We will in good faith try:

1. Not to execute any ACH debit entry against your account that we have been properly ordered not to pay; and
2. To execute any ACH debit entry against your account for which an order not to pay has been properly canceled.

We may be responsible if we fail to exercise ordinary care to:

1. Avoid paying any ACH debit entry against your account that we have been properly ordered not to pay; or
2. Follow the proper cancellation of any order not to pay an ACH debit entry against your account.

We will have exercised that ordinary care if:

1. We act in good faith; and
2. We have a reasonable system for communicating orders of that type and cancellations of orders of that type to our employees who would be likely to receive the ACH debit entry, and we reasonably follow the system as a matter of routine.

WHAT LAW APPLIES TO ACH PAYMENTS

In the majority of cases, if you authorize recurring payments to be made to or from your deposit account, you should assume the payments will be made by ACH. ACH payments are governed by state and federal laws and regulations applicable to your account, and by the ACH Rules, and your rights and obligations will be construed in accordance with these laws and Rules.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT – SUBSTITUTE CHECKS AND YOUR RIGHTS – CHECK 21

WHAT IS A SUBSTITUTE CHECK?

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

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

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling 800-724-2440 or by writing to us at M&T Bank, PO Box 767, Buffalo, NY 14240-0767. If you speak to us about a claim, we may require that you submit it in writing. If you are an M&T Web Banking customer, you may e-mail us securely at <https://onlinebanking.mandtbank.com>. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

SECTION II – Retirement Accounts IRA, ROTH IRA, SEP IRA AND SIMPLE IRA

RETIREMENT CERTIFICATES OF DEPOSIT

If your retirement account includes a CD, your retirement CD will automatically renew at its next maturity (on or after the conversion date) as an Automatically Renewable Individual Retirement Account with non-contributory and fixed-rate features. Until your retirement account CD matures for the first time, its terms will remain unchanged, except that the availability of funds deposited into that account will be governed by M&T's funds availability policy. After the first maturity of your retirement account CD following the conversion date, your account will also be governed by the *Automatically Renewable Individual Retirement Account Agreement (For IRAs, Roth IRAs, SEP IRAs and Simple IRAs)* set forth in full in this section.

If you have an IRA, SEP IRA or Simple IRA, it will also continue to be subject to your existing Individual Retirement Trust Account Agreement. If you have a Roth IRA, it will also continue to be subject to your existing Roth Individual Retirement Trust Account Agreement.

IMPORTANT: Some of the terms of these documents differ from the terms of the documents that govern your account today. Other terms may also be important to you so we encourage you to review all of the information in this section carefully and to contact us with any questions.

AUTOMATICALLY RENEWABLE INDIVIDUAL RETIREMENT ACCOUNT AGREEMENT

(For Individual Retirement Accounts,
Roth Individual Retirement Accounts, Simplified
Employee Pension Individual Retirement Accounts
and Simple Individual Retirement Accounts)

PART I

TRUTH IN SAVINGS DISCLOSURE STATEMENT

INTRODUCTION

This disclosure statement contains information that federal law requires us to disclose to you concerning an Automatically Renewable Individual Retirement account with us and, if you are opening that kind of account with us, is Part I of the agreement between you and us concerning your account.

TYPE OF ACCOUNT

You will have the same type of account you had at conversion.

MATURITY NOTICE

You will receive a maturity notice with information about the initial term, first maturity date, and how you can inquire about the interest rate and annual percentage yield for the account.

FREQUENCY OF COMPOUNDING AND CREDITING OF INTEREST

Interest earned on money in your account will be compounded daily. Unless you are receiving a distribution from your retirement plan of funds that are in your account, interest will be credited to your account on the last business day of each year. If you are receiving a distribution from your retirement plan of funds that are in your account, you may request that interest be credited to your account approximately every month, every 3 months, every 6 months, or every year.

Interest will also be credited to your account at the end of the day before each of its maturity dates and on the date it is closed.

COMPUTATION OF INTEREST (BALANCE COMPUTATION METHOD)

Interest earned on money in your account will be computed each day using the daily balance method, under which we apply 1/365 of the interest rate for your account for that day to the balance available to earn interest as of the end of that day.

ACCRUAL OF INTEREST ON NONCASH DEPOSITS

Interest begins to accrue on a noncash item (for example, a check) deposited in your account (1) on the day it is deposited if it is part of the opening deposit for the initial term and that deposit is made on a business day; (2) on the next business day if it is part of the opening deposit and that deposit is made on a day other than a business day; or (3) on the business day it is considered deposited if it is part of any other deposit.

TRANSACTION LIMITATIONS

If your account is a contributory account, no deposit in your account can be made during the 6-day period ending the day before any of its maturity dates. If your account is a non-contributory account, each deposit in your account in addition to the opening deposit in your account must be made on a maturity date of your account or within 10 days after any maturity date of your account. Money deposited in your account cannot be withdrawn from your account without our consent before the first maturity date of your account or, except during the first 10 days after any maturity date of your account, between maturity dates of your account. After the first maturity date of your account after any interest earned on money in your account is credited to your account, that interest cannot be withdrawn from your account without our consent except during the first 10 days after any maturity date of your account. Each deposit in your account made by automatic transfer of money from any organization must be at least \$25.

EARLY WITHDRAWAL PENALTY

A penalty may be imposed if money deposited in your account before its first maturity date is withdrawn from it before that maturity date, if money deposited in it on or after any of its maturity dates is withdrawn from it before the next of its maturity dates or if money that we at any time treat as on deposit in it until a new maturity date is withdrawn from it before the new maturity date. The penalty will be as follows:

1. If the withdrawal is made within 7 days after the date the opening deposit in your account was made, the penalty will be all interest earned on the amount of the withdrawal since that date.
2. If the withdrawal is made more than 7 days after the date the opening deposit in your account was made, or more than 10 days after the most recent date we automatically renewed it, and:
 - a. If the term of your account during which the withdrawal is made is more than 364 days, the penalty will be interest for 182 days on the amount of the withdrawal computed, without compounding, at the interest rate for your account when the withdrawal is made.
 - b. If the term of your account during which the withdrawal is made is less than 365 days, the penalty will be interest for 91 days on the amount of the withdrawal computed, without compounding, at the interest rate for your account when the withdrawal is made.

We can close your account at any time the balance of your account is below the minimum deposit required to open an automatically renewable individual retirement account with us of the same type as your account on the date your account is opened or, if we automatically renew your account, on the most recent maturity date of your account.

RENEWAL POLICY

Your account will renew automatically on each of its maturity dates unless, before that maturity date, you notify us not to renew it. After each maturity date of your account on which your account automatically renews, there will be a grace period of 10 calendar days during which you can withdraw funds from your account without any penalty. However, funds withdrawn from your account during the grace period will not earn any interest during the grace period.

If, before any maturity date, you notify us not to automatically renew the account, on that maturity date (or on our next business day if that maturity date is not a business day), money in the account will stop earning interest unless you renew the account or reinvest the money.

FEES

If you transfer your account from us to another trustee or custodian, a \$75 trustee transfer fee may be imposed in connection with your account.

BALANCE (OR PRINCIPAL) AND BALANCE AVAILABLE TO EARN INTEREST

The balance of your account as of any time during any day will consist of (1) all money deposited in it as part of the opening deposit in it but not yet withdrawn from it, (2) all other money previously deposited in and credited to it but not yet withdrawn from it and (3) all interest credited to it before that day but not yet withdrawn from it. The balance of your account available to earn interest as of any time during any day will consist of (1) its balance as of that time and (2) all interest earned on money in it before that day but not yet paid.

PART II

INTRODUCTION

This agreement contains two parts. In addition to this Part II, this agreement also includes Part I, the "Truth in Savings Disclosure Statement." You will need to refer to both Part I and Part II of this agreement for information concerning your account.

MEANING OF SOME WORDS

In this agreement, (1) "we," "us," "our" and "ours" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14203, (2) "you" and "your" mean the individual in whose name the automatically renewable individual retirement account we open under this agreement is open, (3) "your account" means the automatically renewable individual retirement account we open under this agreement, (4) "term of your account" means either (a) the period beginning on the date the opening deposit in your account is made and ending on its first maturity date or (b) any period beginning on any of its maturity dates and ending on its next maturity date, (5) "contributory account" means any automatically renewable individual retirement account with us in which a deposit can be made at any time during any of its terms except during the 6-day period ending the day before any of its maturity dates, and (6) "non-contributory account" means any automatically renewable individual retirement account with us in which a deposit can be made only when it is opened, on any of its maturity dates or within 10 days after any of its maturity dates.

FIXED- OR VARIABLE-RATE ACCOUNT

If your account is a non-contributory account, your account will be a fixed-rate account and cannot be changed to a variable-rate account. If your account is a contributory account, your account will be, as indicated in Part I of this agreement, (1) a fixed-rate account until changed to a variable-rate account or (2) a variable-rate account until changed to a fixed-rate account.

CHANGE FROM FIXED-RATE ACCOUNT TO VARIABLE-RATE ACCOUNT OR VICE VERSA

If your account is a contributory account, your account will be changed from a fixed-rate account to a variable-rate account or vice versa upon your request. However, it can be changed from a fixed-rate account to a variable-rate account or vice versa (1) only once before its first maturity date, (2) only once between any of its maturity dates and the next of its maturity dates and (3) on any of its maturity dates.

CREDITING AND PAYMENT OF INTEREST IF YOU ARE AGE 59½ OR OLDER

If you are age 59½ or older, and choose to have interest earned on money in your account credited to it monthly, semi-annually or annually, you must make a request to have that done in a distribution form that you can obtain from us. Also, if you are age 59½ or older, you can choose to have the interest (1) transferred from your account to another deposit account with us or (2) withdrawn from your account and sent to you in the form of a check. You must make a request to have that done in a distribution form that you can obtain from us.

AUTOMATIC RENEWAL

Automatic renewal of your account works as follows:

1. Except as provided in this section, we will automatically renew your account at the end of the day on each of its maturity dates. That means that we will treat its balance as of that time as on deposit in it until a new maturity date. The term of your account beginning on the maturity date on which the automatic renewal takes place will be equal to the term of your account ending on that maturity date unless you make a written request to us that it be a different period.
2. During the term of your account beginning on the maturity date on which the automatic renewal takes place, interest earned on money in your account will be computed using a rate or rates and a method no less favorable to you than the rate or rates and the method least favorable to a depositor to be used in computing interest earned on money in any other automatically renewable individual retirement account with us of the same type (a) that was opened on that maturity date with an opening deposit equal to the balance of your account as of the end of the day on that maturity date and having the new maturity date as its first maturity date and (b) that was a fixed-rate account if your account will be a fixed-rate account immediately after the automatic renewal takes place or that was a variable-rate account if your account will be a variable-rate account immediately after the automatic renewal takes place. If your account is a fixed-rate account immediately after the automatic renewal takes place, the interest rate for your account at that time will be set by us at our discretion and will not be tied to any index.
3. We will not automatically renew your account at the end of the day on any of its maturity dates if (a) before that maturity date, we send or deliver to you a written notice that we will not automatically renew it, (b) on or before that maturity date, we receive a written notice not to automatically renew it from you or someone else authorized to notify us not to do so or (c) we are

prohibited by applicable law from doing so. If we do not automatically renew your account at the end of the day on any of its maturity dates, that maturity date will be the final maturity date of your account.

ON AND AFTER FINAL MATURITY DATE

On and after the final maturity date of your account, money in it will not be automatically treated as on deposit with us until a new maturity date and will not earn interest, except that, if the final maturity date is a Saturday, Sunday or federal holiday, the money will earn interest through the day before our first business day after the final maturity date at the interest rate for it for the day before the final maturity date.

LIMITATION ON EARLY WITHDRAWAL

We will not have to allow money deposited in your account before its first maturity date to be withdrawn from it before that maturity date, to allow money deposited in it on or after any of its maturity dates to be withdrawn from it before the next of its maturity dates or, except during any grace period for your account, to allow money that we at any time treat as on deposit in it until a new maturity date to be withdrawn from it before the new maturity date.

MAKING AND ORDERING OF DEPOSITS

The opening deposit in your account must be made in person at any of our banking offices. In addition to any other way we authorize deposits in your account to be made or ordered, any deposit in it other than the opening deposit in it can be made (1) in person at any of our banking offices, (2) by mail or (3) if your account is a contributory account, by automatic transfer of money from any other deposit account with us or from any organization with which proper arrangements for the transfer exist when the deposit is to be made. We can, but we will not have to, deposit in your account, or allow anyone else to deposit in it, any money in the form of a check or other item payable or endorsed to you or your order even if you have not endorsed the check or other item. We can, but we will not have to, endorse the check or other item for you. We can for any reason refuse or limit the amount of any deposit in your account.

VERIFICATION OF CHECKS AND OTHER NONCASH ITEMS RECEIVED FOR DEPOSIT

Deposits of checks and other noncash items are accepted without our verifying, at the time of the transaction, the actual receipt by us of the same or the respective amounts thereof, regardless of whether the deposit transaction takes place at a teller window at one of our branches or at an automated teller machine or is accomplished using any other facilities or means, and, in all cases, are subject to subsequent confirmation by us, after the deposit transaction has taken place, that the checks and/or other noncash items indicated on the deposit slip provided by the depositor have actually been received and are in the amounts as shown thereon. Accordingly, neither the deposit slip provided by the depositor with a deposit of checks and/or other noncash items nor any transaction ticket issued by us with respect to the same at the time of the deposit transaction shall constitute an acknowledgment of, or otherwise evidence, our actual receipt of any checks and/or other noncash items or the amounts thereof.

COLLECTION OF CHECKS AND OTHER ITEMS

If money is deposited in your account in the form of a check or other item, you must pay us, and we can charge your account for the amount of, any special fee we pay to collect the money. We can charge your account for the amount of the check or other item if we cannot collect the money or if any claim with respect to the check or other item is raised against us at any time. We will not have to obtain a protest covering the check or other item if we cannot collect the money. A protest is a certificate stating that a check or other item has not been paid.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

CREDITING OF DEPOSITS

Money deposited in your account will be credited to it either the day the money is deposited in it or our next business day, depending on when and where the deposit is made. As a general rule, money deposited in your account will be credited to your account our next business day if the deposit is made on a Saturday, Sunday or federal holiday, or on any other day if the deposit is made after 2:30 p.m. (12:00 p.m. if the deposit is made at a proprietary automated teller machine, 2:00 p.m. if the deposit is made at any of our Southern New York Region branches, or 3:00 p.m. if the deposit is made at any of our Albany or Syracuse Region branches).

AVAILABILITY FOR WITHDRAWAL

Money deposited in your account cannot be withdrawn from it before the money is credited to it and available for withdrawal from it. Subject to the section entitled "Limitation on Early Withdrawal," funds will be available for withdrawal from your account in accordance with the Availability Disclosure for Consumer Deposit Accounts.

WITHDRAWALS

In addition to any other way we authorize withdrawals from your account to be made or ordered, any withdrawal from it can be made in person at any of our banking offices by presenting a properly completed and signed distribution form for it. The form will be sent to our Pension Services Department, where within 30 of our business days after the date we receive the form the amount of the withdrawal will, as chosen by the person signing the form, be transferred from your account to another deposit account with us or sent to that person in the form of a check. Your signature or that of someone else authorized to sign a distribution form for your account will be the only signature required on any distribution form for it. When anyone seeks to make or order any withdrawal from your account, we can require proof satisfactory to us of his or her identity. Also, we can require proof satisfactory to us that any signature on any distribution form for your account is authentic. We can charge your account in any order convenient to us for withdrawals from it regardless of the ways the withdrawals are made. As a condition of any withdrawal from your account made on any of its maturity dates or after its final maturity date, we can require that the amount of the withdrawal be not less than an amount specified by us. As a condition of any withdrawal from your account made other than on any of its maturity dates or after its final maturity date, we can require that the amount of the withdrawal be not less than an amount specified by us and not more than an amount specified by us. No withdrawal from your account can be made by the use of a check, draft or similar order made payable to a third party or by the use of a card to transfer money to a third party.

DELAY IN WITHDRAWAL

If any maturity date of your account is a Saturday, Sunday or federal holiday, money in it may not be able to be withdrawn from it until our next business day.

CHARGING OF WITHDRAWALS

Money withdrawn from your account will be charged against it either the day the money is withdrawn from it or our next business day, depending on when and where the withdrawal is made. As a general rule, money withdrawn from your account will be charged against your account our next business day if the withdrawal is made on a Saturday, Sunday or federal holiday, or on any other day if the withdrawal is made after 2:30 p.m. (12:00 p.m. if the withdrawal is made at a proprietary automated teller machine, 2:00 p.m. if the withdrawal is made at any of our Southern New York Region branches, or 3:00 p.m. if the withdrawal is made at any of our Albany or Syracuse Region branches).

ACTING FOR YOU

Anyone other than you can be authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning it. (For example, anyone other than you can be authorized to authorize us to make deposits in your account by automatic transfer of money.) The authority must be given in a document satisfactory to us. We can require the person to whom the authority is given to sign a document for our records. Until the authority is revoked by you or someone else entitled to do so and we receive and have a reasonable time to act on a written notice of the revocation, we can assume without question that the person to whom the authority is given is authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning it specified in the document giving the authority.

AUTOMATIC TRANSFER

If your account is a contributory account, we can be authorized to make any deposit in or withdrawal from it by automatically transferring money (1) from or to any other deposit account with us or (2) from any organization (for example, a governmental body or your employer) with which proper arrangements for the transfer are made. The authority must be given in a document satisfactory to us. Unless any agreement between you and us concerning deposits in or withdrawals from your account made by automatic transfer of money provides differently:

1. We can, but we will not have to, make any deposit in or withdrawal from your account by automatic transfer of money if the amount of money available to be transferred is less than the amount scheduled to be transferred. If we do not transfer the amount scheduled to be transferred, we can, but we will not have to, transfer the amount of money available to be transferred.
2. You can at any time cancel our authority to make any future deposit in or withdrawal from your account by automatic transfer of money by notifying us in writing that you are doing so. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it, and, until the cancellation takes effect, we can assume without question that we have the authority.
3. We can at any time cancel any obligation of ours to make any future deposit in or withdrawal from your account by automatic transfer of money by notifying you in writing that we are doing so. The cancellation will take effect when we send or deliver the notice to you unless we tell you in the notice that it will take effect later.

LIABILITIES AND EXPENSES

You must pay any liability or expense we incur in connection with any deposit in or withdrawal from your account or any other thing concerning your account.

For example, if we hire an attorney to defend or enforce any of our rights with respect to your account or to perform any other legal service in connection with it, you must pay us the attorney's fee and all legal expenses we pay in connection with the defense, enforcement or other legal service.

CHANGES IN FEES

We can at any time establish a new fee or change an existing fee applicable to your account. If we establish a new fee or increase an existing fee applicable to your account, we will send or deliver to you any notice of the new fee or increase that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the new fee or increase to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before the date it takes effect. We will not have to notify you if we decrease or eliminate an existing fee applicable to your account, except as otherwise provided by law. We can charge your account for the amount of any fee applicable to it. We will not be liable if we do so and, as a result, we do not allow or make any withdrawal from your account.

CLOSING ACCOUNT

We can close your account on or after its final maturity date. If we close your account, we will send or deliver to you a notice of the closing and charge your account for all applicable fees and other charges. We will not be liable if, after we close your account, we do not allow or make any deposit in or withdrawal from it.

STATEMENTS, NOTICES AND CHANGES OF ADDRESS

Any statement for your account we send you or any notice concerning this agreement or your account we send you will be sent to your current mailing address shown in our records concerning your account. We can send the statement or notice by regular mail. If your mailing address changes, you must promptly notify us in writing of the new address.

STATEMENTS

There may be limits on how much time you will have to do certain things if you suspect that we made an error with respect to your account during the period covered by any statement for it we send or deliver to you (for example, by failing to credit to it any money deposited in it). Unless the suspected error involves an electronic fund transfer to or from your account, the limits are as follows:

1. You must notify us in writing of the suspected error in time for us to receive the notice within 14 days after the date we send or deliver the statement to you. If you do not do so, you will lose any right to make any claim against us based on the suspected error.
2. If you sue us because of the suspected error, you must do so within 1 year after the date we send or deliver the statement to you even if you notify us of the suspected error as required by this section and even if you sue us in connection with any lawsuit we bring against you.

ABANDONED FUNDS CHARGES

If your account becomes inactive, to the extent permitted by applicable law, we may charge your account for (1) an allocated share of such advertising expenses that we may incur in connection with the publication of any notice that your account will be turned over to a state or other governmental authority as abandoned property, (2) the postal cost of any notice that we are required to send to you by registered or certified mail, return receipt requested, or by any other means of delivery, to inform you that your account will be turned over to a state or other governmental authority as abandoned property, and (3) such other amount as shall reimburse us for the handling and processing cost associated with the turnover of your account to a state or other governmental authority as abandoned property.

CHANGES

No change in this agreement can be made except in a writing signed by us. We can change this agreement at any time. If the change adversely affects you, we will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before it takes effect.

NO NOTICE OR LOSS OF RIGHTS

We can exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or your account without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

GIVING UP OF RIGHTS

None of our rights with respect to you or your account can be given up by us except in a writing signed by us.

NO TRANSFER OF RIGHTS

You cannot transfer any of your rights with respect to your account to anyone else. Any transfer of any of the rights will be void.

REASONABLE TIME TO ACT

A reasonable time for us to act on any notice, order or other communication or document will not end until at least the close of business on our first banking day following our banking day we receive the notice, order or other communication or document.

DISPUTES INVOLVING YOUR ACCOUNT

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES INVOLVING YOUR ACCOUNT THROUGH FINAL AND BINDING ARBITRATION BEFORE ONE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

1. Conditions Precedent to Arbitration. Before you take a dispute or controversy to arbitration, you must first contact us about the dispute or controversy and give us an opportunity to resolve it. Similarly, before we take a dispute or controversy to arbitration, we must attempt to resolve it with you. If the dispute or controversy cannot be resolved within 60 days from the date you or we are notified about it, the matter that is in dispute or subject to controversy may proceed to arbitration in accordance with the provisions of this section.
2. Agreement to Binding Arbitration. Each dispute or controversy that arises out of or is related to your account with us, or any service we provide in connection with your account, or any matter relating to your or our rights and obligations provided for in this agreement or any other agreement between you and us relating to your account or a service provided by us in connection with your account, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including any claim for interest and attorney’s fees, where applicable (any “Claim”), must be determined on an individual basis by binding arbitration in accordance with the Federal Arbitration Act (“FAA” - Title 9 of the United States Code) under the auspices of the American Arbitration Association (“AAA”). Judgment on an arbitration award may be entered in any court having jurisdiction. Any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration will be decided by the arbitrator. If any part of the relief request is not expressly stated as a dollar amount, the dispute or controversy will not be a Claim that is subject to arbitration.
3. Applicable Arbitration Rules. If the amount in controversy is less than \$10,000, the Consumer Arbitration Rules of the AAA will apply. Otherwise, the Commercial Arbitration Rules of the AAA will be applicable (the Consumer and Commercial Arbitration Rules are sometimes hereinafter collectively referred to as the “Arbitration Rules”). Information about the arbitration process, the Consumer or Commercial Arbitration Rules, the AAA’s fees and the nearest AAA Case Management Center is available from the AAA online at www.adr.org. Information about AAA procedures, rules, fees and nearest offices will also be made available to you by contacting the corporate headquarters of the AAA at 1-800-778-7879.
4. Representation. You may, but you do not have to, hire an attorney to represent you in any arbitration.
5. Number of Arbitrators and Qualifications. Only **ONE** arbitrator will be selected. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.
6. Language. The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter.
7. Rules Governing Arbitration. You and we acknowledge that this agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions in this section. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this agreement and may not limit, expand or otherwise modify its terms.
8. Tolling of Statute of Limitations. The filing of a demand for arbitration in accordance with the Arbitration Rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.
9. Remedies Available. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. Subject to the foregoing limitation, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law, and, in each case, shall award to the prevailing party all of its costs and fees. “Costs and fees” means all reasonable pre- and post-award expenses of arbitration, including attorney’s fees, arbitrator’s fees, administrative fees, travel expenses, out-of-pocket expenses (for example, copying and telephone), court costs and witness fees.

However, the arbitrator may not award damages that are not expressly authorized or are expressly prohibited by this agreement. The award shall be in writing, shall be signed by the arbitrator and shall include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration.

10. No Consolidation of Action or Class Actions. There will be no class Claim (i.e., Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us).
11. Other Actions Available; No Waiver of Right to Arbitrate. The arbitration provisions contained in this section do not limit your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as the right of set-off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator’s determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action.
12. Survivability. The foregoing “Dispute Resolution” provisions, in which you and we have agreed to arbitrate disputes, will survive the termination of your account with us, whether evidenced by this agreement or otherwise.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING DISPUTE RESOLUTION PROVISIONS IN WHICH YOU AND WE HAVE AGREED TO ARBITRATE DISPUTES. YOU UNDERSTAND THAT THESE PROVISIONS LIMIT OR WAIVE CERTAIN OF YOUR RIGHTS WITH RESPECT TO CLAIMS THAT YOU ARE AGREEING TO ARBITRATE PURSUANT TO THESE PROVISIONS. YOU UNDERSTAND THAT THERE WILL BE NO CLASS CLAIMS IN ARBITRATION. YOU FURTHER UNDERSTAND THAT DISCOVERY – THE ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY – MAY BE MORE LIMITED IN ARBITRATION THAN IN A COURT PROCEEDING, AND THE RIGHT AND GROUNDS OF APPEAL FROM AN ARBITRATOR’S AWARD ARE MORE LIMITED THAN IN AN APPEAL FROM A COURT JUDGMENT. IN ADDITION, YOU UNDERSTAND THAT CERTAIN OTHER RIGHTS YOU HAVE IN A COURT PROCEEDING ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

LEGAL PROCEEDINGS

If your account becomes involved in any legal proceeding (including any arbitration proceeding between you and us), we can restrict deposits in and withdrawals from your account.

TRANSACTIONS ON ACCOUNTS WITH PENDING DISPUTES

We will not be liable if, because of any dispute concerning your account, we do not allow or make any deposit in or withdrawal from your account. Also, we will not be liable if, despite any dispute concerning your account, we allow or make any deposit in or withdrawal from your account.

EVIDENCE

In any legal proceeding (including any arbitration proceeding between you and us) involving this agreement or your account, any copy of this agreement kept by us in the regular course of our business is to be admitted in evidence as an original of this agreement.

CONFLICTS

If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it.

CONTINUED EFFECTIVENESS

If any part of this agreement is determined by a court to be invalid, the rest will remain in effect.

WHAT LAW APPLIES

Except as otherwise specifically provided herein or in any applicable separate agreement, or as may be evidenced by our account records, all legal questions concerning, and all documents governing, converted accounts shall continue to be governed by, and construed in accordance with, the laws that applied to those accounts prior to the conversion to M&T Bank systems (i.e., the federal laws of the United States and (a) the applicable laws of the State of Maryland, without regard to any choice of law provisions, for any converted account that has or had an account number beginning with the numbers 400 or 800; and (b) the applicable laws of the State of Delaware, without regard to any choice of law provisions, for all other converted accounts). For purposes of this provision, “converted accounts” include any of your accounts that were acquired by M&T Bank from Wilmington Trust Company or Wilmington Trust FSB or opened through M&T Bank’s Wilmington Trust division prior to the conversion date. Other accounts you may open with us before, at or after the conversion date may be governed by different governing law provisions.

ENTIRE AGREEMENT

Except for any document concerning deposits in or withdrawals from your account made by automatic transfer of money, this agreement is the final and complete agreement between you and us concerning it. Any statement concerning it made by any of our employees or anyone else is not part of this agreement.

**PREAUTHORIZED
ELECTRONIC FUND TRANSFERS**

See section entitled, "Disclosure Required by Automated Clearing House Rules" beginning on page 45.

NOT TRANSFERABLE
(as defined in 12 CFR 204)

MONEY MARKET RETIREMENT ACCOUNTS

If your retirement account includes an IRA Money Market account, on the conversion date, your account will become an M&T Market Advantage Individual Retirement Account. Your account will then be governed by the following documents:

- M&T Market Advantage Individual Retirement Account Agreement
- Availability Disclosure for Consumer Deposit Accounts
- **New schedule for funds availability:** Funds deposited to your account may be available for withdrawal on a different schedule from before. Generally, funds from check deposits will be made available in either one or two days.

These documents will apply to the money market account held in your IRA, Roth IRA, SEP IRA or Simple IRA as though you had signed a deposit account opening document for your M&T account on the conversion date, and are set forth in full in this section.

If you have an IRA, SEP IRA or Simple IRA, it will also continue to be subject to your existing Individual Retirement Trust Account Agreement. If you have a Roth IRA, it will also continue to be subject to your existing Roth Individual Retirement Trust Account Agreement.

IMPORTANT: Some of the terms of these documents differ from the terms of the documents that govern your account today. Other terms may also be important to you so we encourage you to review all of the information in this section carefully and to contact us with any questions.

**M&T MARKET ADVANTAGE
INDIVIDUAL RETIREMENT
ACCOUNT AGREEMENT**

**(For Individual Retirement Accounts,
Roth Individual Retirement Accounts, Simplified
Employee Pension Individual Retirement Accounts
and Simple Individual Retirement Accounts)**

PART I

**TRUTH IN SAVINGS
DISCLOSURE STATEMENT**

INTRODUCTION

This disclosure statement contains information that federal law requires us to disclose to you concerning an M&T Market Advantage Individual Retirement account with us and, if you are opening that kind of account with us, is Part I of the agreement between you and us concerning your account.

TYPE OF ACCOUNT

You will have the same type of account you had at conversion.

RATE INFORMATION

The interest rate tiers for this account are as follows:

- At least \$1 but less than \$2,500
- At least \$2,500 but less than \$10,000
- At least \$10,000 but less than \$25,000
- At least \$25,000 but less than \$50,000
- At least \$50,000 but less than \$100,000
- At least \$100,000

The interest rate may change daily, with a resulting change in the annual percentage yield. The interest rate is set at our discretion and is not tied to any index, except that the interest rate for any day must equal or exceed what it would be if the balance of your account as of the end of that day fell in the next lower range of balances. The interest rate for any day will apply to the entire balance of your

account that day. (The annual percentage yield is a hypothetical rate that assumes that the interest rate will not change although in fact it may change daily after the date indicated in this section.)

**FREQUENCY OF COMPOUNDING AND
CREDITING OF INTEREST**

Interest earned on money in your account will be compounded daily and will be credited to your account approximately every 3 months after the date the opening deposit in your account is made, unless you are age 59½ or older and you request that interest be credited approximately every month, approximately every six months, or approximately every year.

Interest will also be credited to your account on the date your account is closed.

**COMPUTATION OF INTEREST
(BALANCE COMPUTATION METHOD)**

Interest earned on money in your account will be computed each day using the daily balance method, under which we apply 1/365 of the interest rate for your account for that day to the balance available to earn interest as of the end of that day.

**ACCRUAL OF INTEREST ON
NONCASH DEPOSITS**

Interest begins to accrue on a noncash item (for example, a check) deposited in your account (1) on the day it is deposited if it is part of the opening deposit for the initial term and that deposit is made on a business day; (2) on the next business day if it is part of the opening deposit and that deposit is made on a day other than a business day; or (3) on the business day it is considered deposited if it is part of any other deposit.

TRANSACTION LIMITATIONS

Each deposit in your account made by automatic transfer of money from any organization must be at least \$25.

FEES

If you transfer your account from us to another trustee or custodian, a \$75 trustee transfer fee may be imposed in connection with your account.

**MINIMUM BALANCE TO EARN INTEREST AND
OBTAIN ANNUAL PERCENTAGE YIELD**

1. The balance available to earn interest minus all interest earned on money in the account but not yet credited to the account must be at least \$1 as of the end of any day to earn interest that day.
2. See section entitled "Rate Information" for minimum balance required to obtain annual percentage yield.

BALANCE (OR PRINCIPAL)

The balance of your account as of any time during any day will consist of (1) all money deposited in it as part of the opening deposit in it but not yet withdrawn from and charged against it, (2) all other money previously deposited in and credited to it but not yet withdrawn from and charged against it and (3) all interest credited to it before that day but not yet withdrawn from and charged against it.

BALANCE AVAILABLE TO EARN INTEREST

The balance of your account available to earn interest as of any time during any day will consist of (1) the balance of your account as of that time and (2) all interest earned on money in your account before that day but not yet paid.

PART II

INTRODUCTION

This agreement contains two parts. In addition to this Part II, this agreement also includes Part I, the "Truth in Savings Disclosure Statement." You will need to refer to both Part I and Part II of this agreement for information concerning your account.

MEANING OF SOME WORDS

In this agreement, (1) "we," "us," "our" and "ours" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14203, (2) "you" and "your" mean the individual in whose name the M&T Market Advantage Individual Retirement account we open under this agreement is open, and (3) "your account" means the M&T Market Advantage Individual Retirement account we open under this agreement.

BALANCE AVAILABLE FOR WITHDRAWAL

The balance available for withdrawal from your account as of any time during any day will consist of the funds available for withdrawal from your account as of that time in accordance with the Availability Disclosure for Consumer Deposit Accounts.

CREDITING AND PAYMENT OF INTEREST IF YOU ARE AGE 59½ OR OLDER

If you are age 59½ or older and choose to have interest earned on money in your account credited to it monthly, semi-annually or annually, you must make a request to have that done in a distribution form that you can obtain from us. Also, if you are age 59½ or older, you can choose to have the interest (1) transferred from your account to another deposit account with us or (2) withdrawn from your account and sent to you in the form of a check. You must make a request to have that done in a distribution form that you can obtain from us.

MAKING OF DEPOSITS

The opening deposit in your account must be made in person at any of our banking offices. In addition to any other way we authorize deposits in your account to be made or ordered, any deposit in it other than the opening deposit in it can be made (1) in person at any of our banking offices, (2) by mail, (3) by automatic transfer of money from any other deposit account with us or (4) by automatic transfer of money from any organization with which proper arrangements for the transfer exist when the deposit is to be made.

DEPOSITS OF CHECKS AND OTHER ITEMS

We can, but we will not have to, deposit in your account, or allow anyone else to deposit in it, any money in the form of a check or other item payable or endorsed to you or your order even if you have not endorsed the check or other item. We can, but we will not have to, endorse the check or other item for you.

LIMITATIONS ON DEPOSITS

We can for any reason refuse or limit the amount of any deposit in your account.

VERIFICATION OF CHECKS AND OTHER NONCASH ITEMS RECEIVED FOR DEPOSIT

Deposits of checks and other noncash items are accepted without our verifying, at the time of the transaction, the actual receipt by us of the same or the respective amounts thereof, regardless of whether the deposit transaction takes place at a teller window at one of our branches or at an automated teller machine or is accomplished using any other facilities or means, and, in all cases, are subject to subsequent confirmation by us, after the deposit transaction has taken place, that the checks and/or other noncash items indicated on the deposit slip provided by the depositor have actually been received and are in the amounts as shown thereon. Accordingly, neither the deposit slip provided by the depositor with a deposit of checks and/or other noncash items nor any transaction ticket issued by us with respect to the same at the time of the deposit transaction shall constitute an acknowledgment of, or otherwise evidence, our actual receipt of any checks and/or other noncash items or the amounts thereof.

COLLECTION OF CHECKS AND OTHER ITEMS

If money is deposited in your account in the form of a check or other item, you must pay us, and we can charge your account for the amount of, any special fee we pay to collect the money. We can charge your account for the amount of the check or other item if we cannot collect the money or if any claim with respect to the check or other item is raised against us at any time. We will not have to obtain a protest covering the check or other item if we cannot collect the money. A protest is a certificate stating that a check or other item has not been paid.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

CREDITING OF DEPOSITS

Money deposited in your account will be credited to it either the day the money is deposited in it or our next business day, depending on when and where the deposit is made. As a general rule, money deposited in your account will be credited to your account our next business day if the deposit is made on a Saturday, Sunday or federal holiday, or on any other day if the deposit is made after 2:30 p.m. (12:00 p.m. if the deposit is made at a proprietary automated teller machine, 2:00 p.m. if the deposit is made at any of our Southern New York Region branches, or 3:00 p.m. if the deposit is made at any of our Albany or Syracuse Region branches).

AVAILABILITY FOR WITHDRAWAL

Money deposited in your account cannot be withdrawn from it before the money is credited to it and available for withdrawal from it. Funds will be available for withdrawal from your account in accordance with the Availability Disclosure for Consumer Deposit Accounts.

WITHDRAWALS

In addition to any other way we authorize withdrawals from your account to be made or ordered, any withdrawal from your account can be made in person at any of our banking offices by presenting a properly completed and signed distribution form for your account. The form will be sent to our Pension Services Department, where within 30 of our business days after the date we receive the form the amount

of the withdrawal will, as chosen by the person signing the form, be transferred from your account to another deposit account with us or sent to that person in the form of a check. Your signature or that of someone else authorized to sign a distribution form for your account will be the only signature required on any distribution form for your account. When anyone seeks to make or order any withdrawal from your account, we can require proof satisfactory to us of his or her identity. Also, we can require proof satisfactory to us that any signature on any distribution form for your account is authentic. We can charge your account in any order convenient to us for withdrawals from it regardless of the way the withdrawals are made.

NOTICES OF WITHDRAWAL

We can require that we receive a written notice of the date and amount of any intended withdrawal from your account at least 7 days before the date the intended withdrawal is to be made.

REFUSAL TO ALLOW WITHDRAWAL

Under certain circumstances, we can refuse to allow a withdrawal from your account. For example, we can refuse to allow a withdrawal from your account if (1) we require that we receive a written notice of the date and amount of the withdrawal at least 7 days before the date the withdrawal is to be made and we have not received the notice, (2) the withdrawal would consist of money deposited in your account in the form of a check or other item and not yet available for withdrawal from your account, (3) there is a dispute concerning your account, (4) the withdrawal is not sought to be made in person at our banking office where your account is open and any limitation we impose on the number and amounts of withdrawals from your account made in other ways has been exceeded or, as a result of the withdrawal, would be exceeded, (5) we receive a notice not to allow the withdrawal from you or someone else authorized to notify us not to do so, (6) the withdrawal would consist of money we have been ordered to pay to or hold for someone else or (7) we have not received any document or identification we require or applicable law requires in connection with the withdrawal.

CHARGING OF WITHDRAWALS

Money withdrawn from your account will be charged against it either the day the money is withdrawn from it or our next business day, depending on when and where the withdrawal is made. As a general rule, money withdrawn from your account will be charged against your account our next business day if the withdrawal is made on a Saturday, Sunday or federal holiday, or on any other day if the withdrawal is made after 2:30 p.m. (12:00 p.m. if the withdrawal is made at a proprietary automated teller machine, 2:00 p.m. if the withdrawal is made at any of our Southern New York Region branches, or 3:00 p.m. if the withdrawal is made at any of our Albany or Syracuse Region branches).

ACTING FOR YOU

Anyone other than you can be authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning it. (For example, anyone other than you can be authorized to authorize us to make deposits in your account by automatic transfer of money.) The authority must be given in a document satisfactory to us. We can require the person to whom the authority is given to sign a document for our records. Until the authority is revoked by you or someone else entitled to do so and we receive and have a reasonable time to act on a written notice of the revocation, we can assume without question that the person to whom the authority is given is authorized to make or order any deposit in or withdrawal from your account or to do any other thing concerning it specified in the document giving the authority.

AUTOMATIC TRANSFER

We can be authorized to make any deposit in your account by automatically transferring money (1) from any other deposit account with us or (2) from any organization (for example, a governmental body or your employer) with which proper arrangements for the transfer are made. The authority must be given in a document satisfactory to us.

Unless any agreement between you and us concerning deposits in your account made by automatic transfer of money provides differently:

1. We can, but we will not have to, make any deposit in your account by automatic transfer of money if the amount of money available to be transferred is less than the amount scheduled to be transferred. If we do not transfer the amount scheduled to be transferred, we can, but we will not have to, transfer the amount of money available to be transferred.
2. You can at any time cancel our authority to make any future deposit in your account by automatic transfer of money by notifying us in writing that you are doing so. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it, and, until the cancellation takes effect, we can assume without question that we have the authority.
3. We can at any time cancel any obligation of ours to make any future deposit in your account by automatic transfer of money by notifying you in writing that we are doing so. The cancellation will take effect when we send or deliver the notice to you unless we tell you in the notice that it will take effect later.

LIABILITIES AND EXPENSES

You must pay any liability or expense we incur in connection with any deposit in or withdrawal from your account or any other thing concerning your account. For example, if we hire an attorney to defend or enforce any of our rights with respect to your account or to perform any other legal service in connection with it, you must pay us the attorney's fee and all legal expenses we pay in connection with the defense, enforcement or other legal service.

CHANGES IN FEES

We can at any time establish a new fee or change an existing fee applicable to your account. If we establish a new fee or increase an existing fee applicable to your account, we will send or deliver to you any notice of the new fee or increase that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the new fee or increase to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before the date it takes effect. We will not have to notify you if we decrease or eliminate an existing fee applicable to your account, except as otherwise provided by law. We can charge your account for the amount of any fee applicable to it. We will not be liable if we do so and, as a result, we do not allow or make any withdrawal from your account.

CLOSING ACCOUNT

We can close your account at any time for any reason. If we close your account, we will send or deliver to you a notice of the closing and charge your account for all applicable fees and other charges. We will not be liable if, after we close your account, we do not allow or make any deposit in or withdrawal from it.

STATEMENTS, NOTICES AND CHANGES OF ADDRESS

Any statement for your account we send you or any notice concerning this agreement or your account we send you will be sent to your current mailing address shown in our records concerning your account. We can send the statement or notice by regular mail. If your mailing address changes, you must promptly notify us in writing of the new address.

STATEMENTS

There may be limits on how much time you will have to do certain things if you suspect that we made an error with respect to your account during the period covered by any statement for it we send or deliver to you (for example, by failing to credit to it any money deposited in it). Unless the suspected error involves an electronic fund transfer to your account, the limits are as follows:

1. You must notify us in writing of the suspected error in time for us to receive the notice within 14 days after the date we send or deliver the statement to you. If you do not do so, you will lose any right to make any claim against us based on the suspected error.
2. If you sue us because of the suspected error, you must do so within 1 year after the date we send or deliver the statement to you even if you notify us of the suspected error as required by this section and even if you sue us in connection with any lawsuit we bring against you.

ABANDONED FUNDS CHARGES

If your account becomes inactive, to the extent permitted by applicable law, we may charge your account for (1) an allocated share of such advertising expenses that we may incur in connection with the publication of any notice that your account will be turned over to a state or other governmental authority as abandoned property, (2) the postal cost of any notice that we are required to send to you by registered or certified mail, return receipt requested, or by any other means of delivery, to inform you that your account will be turned over to a state or other governmental authority as abandoned property, and (3) such other amount as shall reimburse us for the handling and processing cost associated with the turnover of your account to a state or other governmental authority as abandoned property.

CHANGES

No change in this agreement can be made except in a writing signed by us. We can change this agreement at any time. If the change adversely affects you, we will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices before it takes effect.

NO NOTICE OR LOSS OF RIGHTS

We can exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or your account without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

GIVING UP OF RIGHTS

None of our rights with respect to you or your account can be given up by us except in a writing signed by us.

NO TRANSFER OF RIGHTS

You cannot transfer any of your rights with respect to your account to anyone else. Any transfer of any of the rights will be void.

REASONABLE TIME TO ACT

A reasonable time for us to act on any notice, order or other communication or document will not end until at least the close of business on our first banking day following our banking day we receive the notice, order or other communication or document.

DISPUTES INVOLVING YOUR ACCOUNT

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES INVOLVING YOUR ACCOUNT THROUGH FINAL AND BINDING ARBITRATION BEFORE ONE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

1. **Conditions Precedent to Arbitration.** Before you take a dispute or controversy to arbitration, you must first contact us about the dispute or controversy and give us an opportunity to resolve it. Similarly, before we take a dispute or controversy to arbitration, we must attempt to resolve it with you. If the dispute or controversy cannot be resolved within 60 days from the date you or we are notified about it, the matter that is in dispute or subject to controversy may proceed to arbitration in accordance with the provisions of this section.
2. **Agreement to Binding Arbitration.** Each dispute or controversy that arises out of or is related to your account with us, or any service we provide in connection with your account, or any matter relating to your or our rights and obligations provided for in this agreement or any other agreement between you and us relating to your account or a service provided by us in connection with your account, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including any claim for interest and attorney's fees, where applicable (any "Claim"), must be determined on an individual basis by binding arbitration in accordance with the Federal Arbitration Act ("FAA" - Title 9 of the United States Code) under the auspices of the American Arbitration Association ("AAA"). Judgment on an arbitration award may be entered in any court having jurisdiction. Any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration will be decided by the arbitrator. If any part of the relief request is not expressly stated as a dollar amount, the dispute or controversy will not be a Claim that is subject to arbitration.
3. **Applicable Arbitration Rules.** If the amount in controversy is less than \$10,000, the Consumer Arbitration Rules of the AAA will apply. Otherwise, the Commercial Arbitration Rules of the AAA will be applicable (the Consumer and Commercial Arbitration Rules are sometimes hereinafter collectively referred to as the "Arbitration Rules"). Information about the arbitration process, the Consumer or Commercial Arbitration Rules, the AAA's fees and the nearest AAA Case Management Center is available from the AAA online at www.adr.org. Information about AAA procedures, rules, fees and nearest offices will also be made available to you by contacting the corporate headquarters of the AAA at 1-800-778-7879.
4. **Representation.** You may, but you do not have to, hire an attorney to represent you in any arbitration.
5. **Number of Arbitrators and Qualifications.** Only **ONE** arbitrator will be selected. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.
6. **Language.** The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter.
7. **Rules Governing Arbitration.** You and we acknowledge that this agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions in this section. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this agreement and may not limit, expand or otherwise modify its terms.
8. **Tolling of Statute of Limitations.** The filing of a demand for arbitration in accordance with the Arbitration Rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.
9. **Remedies Available.** The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Subject to the foregoing limitation, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law, and, in each case, shall

award to the prevailing party all of its costs and fees. "Costs and fees" means all reasonable pre- and post-award expenses of arbitration, including attorney's fees, arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses (for example, copying and telephone), court costs and witness fees. However, the arbitrator may not award damages that are not expressly authorized or are expressly prohibited by this agreement. The award shall be in writing, shall be signed by the arbitrator and shall include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration.

10. **No Consolidation of Action or Class Actions.** There will be no class Claim (i.e., Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us).
11. **Other Actions Available; No Waiver of Right to Arbitrate.** The arbitration provisions contained in this section do not limit your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as the right of set-off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action.
12. **Survivability.** The foregoing "Dispute Resolution" provisions, in which you and we have agreed to arbitrate disputes, will survive the termination of your account with us, whether evidenced by this agreement or otherwise.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING DISPUTE RESOLUTION PROVISIONS IN WHICH YOU AND WE HAVE AGREED TO ARBITRATE DISPUTES. YOU UNDERSTAND THAT THESE PROVISIONS LIMIT OR WAIVE CERTAIN OF YOUR RIGHTS WITH RESPECT TO CLAIMS THAT YOU ARE AGREEING TO ARBITRATE PURSUANT TO THESE PROVISIONS. YOU UNDERSTAND THAT THERE WILL BE NO CLASS CLAIMS IN ARBITRATION. YOU FURTHER UNDERSTAND THAT DISCOVERY – THE ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY – MAY BE MORE LIMITED IN ARBITRATION THAN IN A COURT PROCEEDING, AND THE RIGHT AND GROUNDS OF APPEAL FROM AN ARBITRATOR'S AWARD ARE MORE LIMITED THAN IN AN APPEAL FROM A COURT JUDGMENT. IN ADDITION, YOU UNDERSTAND THAT CERTAIN OTHER RIGHTS YOU HAVE IN A COURT PROCEEDING ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

LEGAL PROCEEDINGS

If your account becomes involved in any legal proceeding (including any arbitration proceeding between you and us), we can restrict deposits in and withdrawals from your account.

TRANSACTIONS ON ACCOUNTS WITH PENDING DISPUTES

We will not be liable if, because of any dispute concerning your account, we do not allow or make any deposit in or withdrawal from your account. Also, we will not be liable if, despite any dispute concerning your account, we allow or make any deposit in or withdrawal from your account.

EVIDENCE

In any legal proceeding (including any arbitration proceeding between you and us) involving this agreement or your account, any copy of this agreement kept by us in the regular course of our business is to be admitted in evidence as an original of this agreement.

CONFLICTS

If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it.

CONTINUED EFFECTIVENESS

If any part of this agreement is determined by a court to be invalid, the rest of this agreement will remain in effect.

WHAT LAW APPLIES

Except as otherwise specifically provided herein or in any applicable separate agreement, or as may be evidenced by our account records, all legal questions concerning, and all documents governing, converted accounts shall continue to be governed by, and construed in accordance with, the laws that applied to those accounts prior to the conversion to M&T Bank systems (i.e., the federal laws of the United States and (a) the applicable laws of the State of Maryland, without regard to any choice of law provisions, for any converted account that has or had an account number beginning with the numbers 400 or 800; and (b) the applicable laws of the State of Delaware, without regard to any choice of law provisions, for all other converted accounts). For purposes of this provision, "converted accounts" include any of your accounts that were

acquired by M&T Bank from Wilmington Trust Company or Wilmington Trust FSB or opened through M&T Bank's Wilmington Trust division prior to the conversion date. Other accounts you may open with us before, at or after the conversion date may be governed by different governing law provisions.

ENTIRE AGREEMENT

Except for any document concerning deposits in or withdrawals from your account made by automatic transfer of money, this agreement is the final and complete agreement between you and us concerning it. Any statement concerning it made by any of our employees or anyone else is not part of this agreement.

PREAUTHORIZED ELECTRONIC FUND TRANSFERS

See section entitled, "Disclosure Required by Automated Clearing House Rules" beginning below.

NOT TRANSFERABLE (as defined in 12 CFR 204)

DISCLOSURE REQUIRED BY AUTOMATED CLEARING HOUSE RULES (applicable to retirement accounts)

INTRODUCTION

Many preauthorized electronic fund transfers are effected through the Automated Clearing House (ACH) system. Each ACH payment is called an "entry." If you have authorized recurring payments to or from your account using the ACH system, you should take note of the following Rules of the National Automated Clearing House Association (the ACH Rules).

PROVISIONAL SETTLEMENT

Because ACH payments are arranged for in batches in advance, each ACH payment is provisional until each financial institution involved has received final payment for the ACH entry.

Payment is also provisional if you are the receiver of an ACH credit entry.

NO SPECIAL NOTICE OF ACH CREDIT OR DEBIT

We will not send you any special notice of receipt of an ACH entry for credit or debit to your deposit account.

RIGHT TO RECREDIT FOR UNAUTHORIZED ACH DEBIT ENTRY

An unauthorized debit entry may occur if a party whom you have never authorized to originate debits to your account misuses your bank and account numbers, obtained from your lost or stolen checkbook or via telephone fraud or other fraud. You are urged to keep your account number confidential. An unauthorized ACH debit entry can also occur by mistake, if the originator was authorized by you but starts the debits before your authorization takes effect, or if the originator fails to terminate the debits when the agreed sum is paid in full, or otherwise according to your written notice of revocation.

If you find in reviewing your statement that an unauthorized ACH debit entry has been made against your account, you have the right to prompt recredit of the unauthorized amount to your account. To obtain the recredit you must:

1. Notify us and provide us with a written affidavit in the ACH form available at your branch, within 15 days after the date we send or deliver your statement on which the unauthorized entry appears (or, where applicable, within such other period of time which may be prescribed by the Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board issued pursuant thereto in connection with unauthorized electronic fund transfers made from your account); and
2. Provide us with all the information we request in order to process the recredit.

STOPPING PAYMENT OF AN ACH DEBIT ENTRY

You or anyone else authorized to sign a check or withdrawal slip written on your account can order us not to pay a future ACH debit entry scheduled for debit against your M&T Bank account, even though it may have been authorized by someone else. However, we will not have to follow the order unless:

1. The order includes:
 - a. The exact account number of your account;
 - b. The exact routing and transit number of the bank to which the entry is to be sent;

- c. The exact account number of the bank account to be credited with the entry; and
 - d. The exact date when the entry is scheduled to be made.
2. We have received the order at least 3 full banking days before the scheduled payment date, and, in addition, we have had a reasonable time to record it against your account and against the ACH system by means of which the entry is scheduled to be made.

If the order is given in writing, it will cease to be effective 6 months after the date it is recorded against your account unless it is renewed. The order can be given orally (for example, by telephone). If it is, we will send to you, for your approval, written confirmation of what we have recorded against your account. The order shown on the confirmation will remain recorded against your account unless you notify us to modify or cancel it. The order can be renewed for 6 months at a time. Any renewal of the order must be done in writing and must be received by us in a reasonable time for us to record it against your account before the order ceases to be effective. The renewal will take effect on the date it is recorded against your account and will cease to be effective 6 months after that date.

You or anyone else authorized to sign a check or withdrawal slip written on your account can cancel any order not to pay an ACH debit entry authorized to be debited to your account even if the order not to pay was given by someone else. We will not have to follow the cancellation unless it is in writing and we have received it at least 3 full banking days prior to the scheduled payment date, and until we have had a reasonable time to record it against your account.

We will in good faith try:

1. Not to execute any ACH debit entry against your account that we have been properly ordered not to pay; and
2. To execute any ACH debit entry against your account for which an order not to pay has been properly canceled.

We may be responsible if we fail to exercise ordinary care to:

1. Avoid paying any ACH debit entry against your account that we have been properly ordered not to pay; or
2. Follow the proper cancellation of any order not to pay an ACH debit entry against your account.

We will have exercised that ordinary care if:

1. We act in good faith; and
2. We have a reasonable system for communicating orders of that type and cancellations of orders of that type to our employees who would be likely to receive the ACH debit entry, and we reasonably follow the system as a matter of routine.

WHAT LAW APPLIES

In the majority of cases, if you authorize recurring payments to be made to or from your deposit account, you should assume the payments will be made by ACH. ACH payments are governed by state and federal laws and regulations applicable to your account, and by the ACH Rules, and your rights and obligations will be construed in accordance with these laws and Rules.



M&T Bank Corporation

Rev. 05/11

FACTS	WHAT DOES M&T BANK CORPORATION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons M&T Bank Corporation chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Does M&T Bank Corporation share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<ul style="list-style-type: none"> • Call toll-free 1-800-785-3162 – our menu will prompt you through your choices, or • Visit us online: www.mtb.com/privacyoptout <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions	Call toll-free 1-800-724-2440 or go to www.mtb.com .

Who we are	
Who is providing this notice?	This notice is being provided by M&T Bank (including WTDirect), M&T Bank, N.A. (including OnBank), M&T Securities, Inc., MTB Investment Advisors, Inc., Wilmington Trust Company, Wilmington Trust FSB, Wilmington Trust, N.A., and Wilmington Brokerage Services Company.
What we do	
How does M&T Bank Corporation protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does M&T Bank Corporation collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with an M&T and Wilmington Trust name and financial companies such as MTB Investment Advisors, Inc., Lafayette Settlement Services, Inc., and Wilmington Brokerage Services Company.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include companies such as insurance companies, mortgage brokers, and companies that perform marketing services on our behalf.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners can include financial institutions such as insurance companies and financial product or service marketing companies.</i>
Other important information	
Residents of the states of California, Vermont and New Mexico are provided additional rights according to state law. <ul style="list-style-type: none"> • Residents of California and Vermont do not have to take any further action to limit the sharing of information – such limits are already in place. M&T will not share any of your non-public personal information (other than permitted by law) within the M&T family of companies, or with outside companies, unless you first authorize us to do so. • Residents of the state of New Mexico do not have to take any further action to limit the sharing of information with outside companies – such limits are already in place. M&T will not share any of your non-public personal financial information (other than as permitted by law) with outside companies, unless you first authorize us to do so. 	