

Escrow Manager Account Agreement

Business Name:

Date:

Account Indicator:

(Example: Revocable Pre-Paid Funeral/ Tenant Security)

CHECK ONE BELOW

____ Sole

Address:

Partnership

Phone:

Professional Corp.

Contact Name:

Orange Bank & Trust Company (the "Bank" or "OBT") provides an Escrow Manager (EM) suite of products designed specifically for businesses such as real estate management, funeral homes, municipalities and non-profits. This Agreement (the "Agreement") explains the terms and conditions of the EM suite.

1. USE OF WORDS

- a. The words "you" "your" and "account holder" refer to each Business that maintains an Escrow Manager account with Orange Bank & Trust Company.
- b. The words "Bank" "we" "our" and "us" refer to Orange Bank & Trust Company,
- c. The word "Master Disbursement Checking Account" refers to a non-interest bearing checking account maintained in the name of the Business.
- d. The word "Sub-Account" refers to the interest bearing account maintained with the Bank in the name of your client or separate entity for which you maintain a Sub-Account.

2. Overview — The EM Suite consists of certain accounts (each, a "suite account"), defined as follows:

- a. **Master Disbursement Checking Account**—The Master Disbursement Checking Account is a standard non-interest bearing checking account that contains all funds designated for deposit (the EM Master Disbursement Checking Account). All disbursements from the Sub-Accounts (as defined below) will clear through the EM Master Disbursement Checking Account. Each month you will receive a statement detailing all transactions processed through the EM Master Checking Account. All printed checks, either those provided by us through a check supplier, or those which are printed by you will reflect the title of the account as it appears on the monthly statement.
- b. **Sub-Accounts**—You shall be permitted to open separate Sub-Accounts (each a Sub-Account). Each Sub-Account will contain the Client's name, address and tax identification number ("TIN") along with indication of purpose of funds. (ex: Pre-Paid Funeral Expense, Tenant Security). The Bank must be provided with the appropriate TIN for each

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Sub-Account and a W-9 Certification form will be required in order to ensure that the appropriate Form 1099 INT is issued in the name of the Client rather than you. In the event that this information is not provided to the Bank, the Bank will be obligated by IRS rules to implement backup withholding on any interest earned on the applicable Sub-Account at the statutory rates. If your client is an exempt foreign person (a non-resident alien) and, therefore, not subject to U.S. information return reporting or backup withholding rules, your client must complete a Form W-8 BEN (Certificate of Foreign Status) and not the W-9 Form, and you agree to return the completed Form W-8 BEN and the New Sub-Account Setup Form to the Bank. By submitting the W-9 Form and/or the New Sub-Account Setup Form, you represent to the Bank that 1) you identified your client using both a primary form of identification that includes a photograph, which is either a valid state issued driver's license, state issued identification card, or U.S. passport (or foreign passport for non-resident alien only) and 2) that your client's signature is genuine, and if signed in a representative capacity, was signed by an individual with a valid power of attorney or who is authorized to make the certification on behalf of your client. You represent and warrant to the Bank that you have the authority to establish and operate each Sub-Account. After the Bank processes a New Sub-Account Setup Form or a Sub-Account Transaction Form, you will receive a confirmation of the transaction. You must notify the Bank of any errors within 14 days of the date the Bank mails or makes available to you the transaction confirmation. The Bank shall not be liable for any damages resulting from erroneous Master Disbursement Checking Account or Sub-Account information, unless (a) you give the Bank prompt notice as indicated above and (b) you exercise ordinary care in attempting to prevent and detect such erroneous information. Interest earned will be subject to taxation as ordinary income to the Client and a Form 1099 INT will be mailed directly to each Client.

Unless the Bank receives different instructions, funds held in the Sub-Account will be deposited into interest bearing savings accounts with floating interest rates. These rates will be determined by the Bank based on market conditions, and can change periodically. All interest rate changes will become effective the day of said change.

You agree not to use your Master Disbursement Checking Account as an operating account. You will establish and maintain a separate operating checking account with the Bank. You also agree that you will only use the Master Disbursement Checking Account for transactions related to the Sub-Accounts. The Bank will provide a monthly statement for your Master Disbursement Checking Account along with separate report which will include information for all linked Sub-Accounts. All other notices will be sent to you with the exception of the individual Form 1099 INT for the Sub-Accounts.

All Sub-Accounts linked to the Master Disbursement Checking Account must be closed before you may close the Master Disbursement Checking Account. The Bank has the right to reject any Sub-Account Setup Form or Sub-Account Transaction Form for any reason, including but not limited to the Bank's receipt of an incomplete or illegible Sub-Account Setup Form or Sub-Account Transaction Form. If the Bank rejects any Sub-Account Setup Form or Sub-Account Transaction Form, the Bank will attempt to notify you by telephone, electronic transmission, or any other reasonable means within a reasonable time of rejection of the Sub-Account Setup Form or Sub-Account Transaction Form; however the Bank shall not be liable to you for any losses due to any failure or delay in notifying you or rejecting the Sub-Account Setup Form or Sub-Account Transaction Form. The Bank is not responsible for detecting errors in any Sub-Account Setup Form or Sub-Account Transaction Form and; the Bank may rely on the Master Disbursement Checking Account number, and on either the Sub-Account number or your client's name, in the event they conflict on the Sub-Account Transaction Form.

If a check or other deposited item is returned unpaid to the Bank or the Bank does not receive final payment on any provisional credit paid to you, and the respective Sub-Account or Master Disbursement Checking Account does not contain sufficient funds to cover the returned item or revocation of provisional credit, then you agree to promptly deposit funds into the Master Checking Account or respective Sub-Account to cover the returned item or revocation of provisional credit. You agree that the Bank will not be liable for dishonoring any items drawn against the Master Disbursement Checking Account or any other account that has insufficient funds as a result of the Bank's charging the account for the unpaid item.

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The bank shall debit all fees and charges, which are related to Escrow Management Account, from the Master Disbursement Checking Account or any other account maintained by you at the Bank.

Your client is not authorized to transact in any Sub-Account. However, if the Bank receives a claim to a Sub-Account from your client or another third party, the Bank may restrict the use of the Sub-Account until it receives a dispositive court order, an instruction that is signed by you and your client or other third party and in a form acceptable to the Bank, or any resolution that the Bank, in its sole discretion, deems satisfactory. The accountholder has the responsibility to verify that the Escrow Management Account satisfies any legal requirement for the accountholder's business.

3. Procedures

- a. All transactions in the Sub-Account shall be made through the Master Disbursement Checking Account. If you want to make additional deposit to, make a withdrawal from, or close a Sub-Account, via the Master Disbursement Checking Account, you must provide the bank with a completed Sub-Account Transaction Form along with the item(s) for deposit, if applicable. If check was deposited into the Master Disbursement Checking Account by means of a Remote Deposit Capture Scanner that should be indicated on the Sub-Account Transaction Form. The Bank will post each requested deposit or other credit to the Master Disbursement Checking Account and then transfer the respective funds to the Sub-Account identified on the respective New Sub-Account Setup Form or Sub-Account Transaction Form. Cash back is not permitted on any deposit. The Bank will post each withdrawal or other debit to the Sub-Account designated on the respective Sub-Account Transaction Form and transfer funds from the Sub-Account to the Master Disbursement Checking Account. Incoming funds transfer payment instructions, including Fed Wire, Automated Clearing House ("ACH"), or any other funds transfer system in which the Bank is participating ("Funds Transfer Payments"), must identify the Master Disbursement Checking Account number and will be credited to the Master Disbursement: Checking Account only and not to any Sub-Account, even if identified in the respective instruction. You agree that you will not originate any Funds Transfer Payments to or from, or other orders for payment, directly to or against any Sub-Account, and you will not authorize any more than six (6) pre-authorized transfers (via a Sub-Account Transaction Form) per monthly statement period from any one Sub-Account.
- b. All Sub-Account Transaction Forms and New Sub-Account Setup Forms must be signed by authorized signatories of the Escrow Manager accounts. New Sub-Account Setup Forms and Sub-Account Transaction Forms received by the bank after 3:00p.m. will be processed the next business day following the day on which the forms were or respective form was received.
- c. All written and telephone instruction relating to New Sub-Account Setups and Sub-Account Transaction Forms should be directed to:
Orange Bank & Trust Company
212 Dolson Ave Middletown, N.Y. 10940
Attention-Cash Management Department
(P) 845.341.5000 (F) 845.341.5137

4. Applicable Laws, Rules and Regulations

- a. Each of the accounts described in this agreement is governed by: (1) the laws of New York State; (2) the supervisory rules and regulations of the Federal Reserve System, and the New York State Department of Financial Services; (3) local clearing house rules; and (4) this Bank's rules and regulations pertaining to the bank deposits and checking accounts (to the extent that they are not inconsistent with the terms of this Agreement). You agree to provide any and all information at any time that the Bank might require in order to comply with all such laws, to assist the Bank in such

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compliance, and to hold the Bank harmless from any liability in connection with the Bank's compliance with applicable law.

- 5. Changes/Waiver Bank** may change the terms and conditions of this Agreement at any time, pursuant to applicable law or otherwise. Notice of any changes will be sent by the Bank to you by ordinary mail or electronic communication, and shall be effective when sent.

Bank may waive a condition of this Agreement, but such waiver will apply only on that occasion and any failure to exercise any of its rights in any instance will not preclude the Bank from exercising such rights at any other time.

This Agreement shall be further subject to the terms and conditions of the Deposit Account Agreement provided to you by the Bank. You hereby agree to be bound by both the terms and conditions of this Agreement and the Deposit Account Agreement.

EM Master Disbursement Checking Account Number

Date

By:

Signature

Printed Name

Title

Email Address

Internet Access to Master Disbursement Checking Account Y N

Internet Access to All Future Sub Accounts Opened Y N

Desired Login Name*

*Please select Login-ID between 1-15 characters. It may contain all letters or a combination of letters and numbers; it is case-sensitive and cannot contain spaces. Please select a Login-ID that you can remember as you will use this Login-ID once your account is activated.

845.341.5000 OrangeBankTrust.com

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