

GUIDE TO BUSINESS BANKING



DIME
Since 1864

WE WELCOME YOU

The management and staff of Dime Community Bank thank you for establishing your Business Banking relationship with us.

This booklet, in conjunction with our other account disclosures, serves as an informational guide outlining the terms and conditions of your Dime Business Banking accounts. These documents describe the rules and regulations governing those accounts, and also acquaint you with many of the Bank's other financial services.

We offer a variety of special products and programs to assist our business customers in meeting their financial goals. By familiarizing yourself with the information provided in these documents, you will be able to take full advantage of the many opportunities available at Dime. You will find additional materials at our branch locations, on our web site **dime.com** or you may request more through DimeDirect at **800.321.3463**.

We remain committed to our tradition of being a good neighbor and community leader, through friendly, thoughtful and efficient service and through participation in community affairs. Please contact us whenever you have a question or concern — we welcome you and the opportunity to assist you.



Kenneth J. Mahon

President & Chief Executive Officer

TABLE OF CONTENTS

Section 1

Bank Rules, Policies and
General Business Banking
Account Information

Section 2

Funds Availability Policy

Section 3

Dime ATM and Visa® Business
Debit Card Agreement.

Throughout this booklet, the terms “we,” “us,” “our,” “Dime,” and “Bank” refer to Dime Community Bank. The terms “you” and “your” refer to each person or legal entity who maintains a Dime Business Banking account.

SECTION 1

BANK RULES, POLICIES AND GENERAL PROFESSIONAL BANKING ACCOUNT INFORMATION

Each of our Business Banking account customers has unique business financial management needs which vary over time, and Dime offers a range of account types to address those needs. In selecting among these options, you will want to speak with one of our branch relationship bankers or business calling officers and review the detailed information that is available about each option. Because specific product terms and offerings are occasionally modified, it will benefit you to review our Bank literature from time to time, in order to take fullest advantage of your relationship with us. Along with the general rules and policies described throughout this booklet, the specific terms and conditions for each account are covered in separate disclosure documents.

BUSINESS BANKING PRODUCTS AND SERVICES

These accounts are intended for business/commercial purposes and cannot be used for personal, family or household uses. If this account is being used for personal, family or household purposes, we reserve the right to change the account to a personal checking type account.

FDIC INSURANCE

Deposits of a corporation, partnership or "unincorporated association" (such as a religious organization, charity or homeowners association) are insured by the Federal Deposit Insurance Corporation ("FDIC") to at least \$250,000 per business entity, per insured bank. Business accounts are insured separately from any personal accounts. A corporation's accounts for different purposes (e.g., one account for a research project and another for a building project) are each separately insured to at least \$250,000 per business entity only if they belong to separately incorporated subsidiaries or units. Otherwise, they are added to any other deposit accounts of the corporation and the total is insured to at least \$250,000 per business entity. Deposits of sole proprietorships are insured with any personal funds the business owner may have at the same bank.

REQUIRED IDENTIFICATION

Important Information About Procedures for Opening a New Account.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify

you. We may also ask to see your driver's license or other identifying documents. Every person transacting business with the Bank must furnish appropriate proof of his or her identity. Whenever deemed necessary by the Bank, you agree to give us the information we request to properly identify you.

LAWS, RULES AND REGULATIONS

All Dime accounts are subject to New York State laws, rules and regulations, including the rights and obligations of senders and receivers of funds transfers, and applicable federal laws and regulations. These include, but are not limited to, those of the Board of Governors of the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the New York State Department of Financial Services.

AGREEMENT

By completing a Business Account Profile form, by previously signing a business account signature card, or by simply maintaining the account, you agree to be bound by the terms, conditions, policies and rules concerning the account, as set forth in this booklet or otherwise applied by the Bank, in its discretion.

AUTHORIZED AGENT

We may act upon the instructions of officers, partners, or other persons (as designated on Universal Resolution form or any of the account documents identified in the above AGREEMENT section) in connection with any transactions involving your business account until we receive written notice that the applicable resolution has been modified and we have a reasonable amount of time to change our records.

In addition, you acknowledge and agree that any requirement for the signature of more than one Authorized Agent in any resolutions, signature card or other Bank documentation constitutes a statement of your internal business policy only. You agree that the Bank assumes no responsibility for the initiation of any transaction of any type in any account, which is honored and bears the signature of a single Authorized Agent.

NOTICES FROM YOU

Any notice which you send us should be in writing and signed with the same signature which we have on file for you.

BENEFICIAL OWNER OF FUNDS IN AN ACCOUNT

If you open a business account acting as an agent for another person or entity (e.g., if you are a landlord depositing lease security funds or an attorney depositing escrow funds), you represent and agree that the person who has the beneficial interest in the funds being deposited is not a specially designated national and is not otherwise prohibited by federal and/or state law from deposited such funds with us.

CREDIT VERIFICATION

By requesting to open an account with the Bank, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually, and for such entity or principal) agree that we may obtain credit information from check or credit reporting agencies, and/or by any other means. We may do so at the time you open the account, request the service, any time while your account is open, or the service is available, or after your account is closed if you owe us any amounts related to your account or service, and may use such information for any purpose in our discretion. If you do not handle your account or service in a satisfactory manner and/or it is necessary for us to charge off your account as a loss, we will report such negative information to check or credit reporting agencies.

CHANGE OF NAME OR ADDRESS

You must promptly notify the Bank, in writing, of any change or correction to your name or mailing address. Please send any such notifications to: Dime Community Bank, P.O. Box 21357, Brooklyn, NY 11201. Mail will be sent to the most recent address appearing on our account records.

CHECKS PAYABLE TO A BUSINESS ENTITY

Checks payable to a customer that is a corporation, partnership, or any other business entity will be accepted for deposit only. No double endorse checks will be accepted.

BUSINESS HOURS

Branches are open for business at hours determined by the Bank, which may be changed at our discretion. Copies of schedules can be obtained at any branch. Each branch may have its own schedule. Although we try to be open at times that are convenient for you, we may have to close some or all of our offices if required by law, or if there is danger to the Bank or our customers, for reasons such as acts of God, terrorism, fire, floods, power outages, riots, a burglary or other such events outside the control of the Bank.

WAIVER

The Bank may waive any of these rules, regulations, terms or conditions; however, the waiver will only apply on that occasion and will not bind us prospectively.

FEES AND SERVICE CHARGES

The Bank may impose service and maintenance charges on your account. The charges, and the terms under which they are imposed, may be changed from time to time at the Bank's discretion. Please refer to the then current Schedule of Service Charges for specific fees and charges.

Insufficient or Uncollected Funds.

The Bank will not be responsible or liable to you if it refuses to pay a check you have written or allow a withdrawal of funds through an ATM, Point of Sale ("POS"), Debit Card ("Visa Business Debit Card") or in person, because of insufficient or uncollected funds in the account as a result of our deducting a maintenance fee or service charge.

MAKING DEPOSITS

Deposits may be made in person, by mail, messenger, electronically, or via Dime Business Mobile Banking.

Availability.

Cash and checks deposited in your account are credited (i.e. added) to the account on the day they are deposited. Funds deposited by check may not be immediately available for withdrawal. Items accepted for deposit on a collection basis (such as passbooks from other banks, bonds and foreign checks) will generally be credited to the account on the day the funds are actually received by the Bank. Please refer to the Funds Availability Policy section of this booklet for additional information.

Conditions for Accepting Deposits.

Once an account is established, we will generally accept an unlimited number of deposits of \$1 or more. Certain cash deposits will be subject to the Bank Secrecy Act reporting provisions. In receiving items for deposit or collection, the Bank acts only as your collection agent, and all such items are accepted under the following conditions:

1. All items are provisionally credited subject to actual payment.
2. We have the right to charge against your account any items for which actual payment is not received (in case of charge back, you may forfeit any interest earned).
3. We forward the items (as your collecting agent) at your own risk.
4. We shall not be responsible for the negligence, default or failure of subagents or independent contractors, nor for losses in the mail.
5. Items may be sent directly to the banks on which they are drawn, without waiving any of the above conditions.
6. If your endorsement is missing on a check, we may supply it and deposit the check into your account. We cannot supply your missing endorsement if the check contains language prohibiting us from doing so, or a law or regulation prohibits us from doing so.

Right of Refusal.

The Bank reserves the right, for any reason, to refuse to open an account or accept a deposit; return all or some of a deposit; or close an account. If we do close your account, we may send you a check. Please see "Closing Your Account" for additional information.

Returned Items.

If we negotiate an item (check or other instrument) and the item is returned unpaid, we will deduct the amount of the item plus any other charges from your account. Any interest earned on the amount may be forfeited. If there is not enough money in the account to cover the item and charges, you agree to repay us the amount in full. Furthermore, if an item deposited to your account has been paid by the bank on which it is drawn and that bank later returns the item to us, claiming it was altered, forged, unauthorized or should not have been paid for any reason, we may charge the item against your account or place a hold on the amount of that item from your account until the claim is finally resolved without prior notice to you.

MAKING WITHDRAWALS

Withdrawals from accounts can be made in the following ways:

1. By written order on forms approved by the Bank and signed by an authorized agent designated on any of the documents identified in the AGREEMENT or AUTHORIZED AGENT sections.
2. By writing a check up to the available balance in your checking account, using the checks received from us.
3. By using your Debit Card at designated Debit Card facilities.
4. By using Dime Online Banking (transfers, bill payments).

Withdrawals are deemed to be made on the day the Bank pays out the funds, not the date the withdrawal request or check was written. The Bank determines the order of posting deposits, checks, debits, and other charges to your account unless otherwise required by law. Deposits, checks, debits and other charges to your account arriving on the same day may be credited/paid/returned in any order at the Bank's option. We may give preference to any checks, debits or charges payable to the Bank. The Bank may make payment on a post-dated check, unless we receive prior notice acceptable to us not to pay the check. The notice must contain sufficient information to enable the Bank to recognize the check. The Bank will have no liability to monitor extraneous legends such as "void if not paid in 30 days" or "not valid if over \$100" when determining whether a check should be paid.

The Bank may make payments to you in cash or by check, money order or other form, payable to you. Certain cash withdrawals will be subject to the Bank Secrecy Act reporting provisions. We may take as long as we find necessary to verify any withdrawal order before paying the amount requested.

The following event is unlikely to occur, however, is provided for by law. The Bank may, at any time, require up to seven days advance written notice from you that you intend to withdraw funds from your Business Banking savings, interest checking or money market account. We may refuse to permit a withdrawal in such cases if we have not received the required notice.

LIMITATIONS ON WITHDRAWALS

Overdrawing Your Account.

You must maintain a sufficient available balance in your account to satisfy the withdrawals you make. If you overdraw the account, we may refuse to pay the item(s) that caused the overdraft.

Withdrawal Refusals.

We may refuse a request for a withdrawal or payment from your account if:

1. The withdrawal would consist of funds deposited to your account in the form of a check or other instrument for which we have not received the proceeds. (Please refer to the Funds Availability Policy section of this booklet).
2. The requested withdrawal amount would exceed the amount permitted by the account agreement.
3. You have reached your daily ATM withdrawal limit (applicable to ATM and POS transactions) or Debit Card purchase limit.
4. A check is presented for payment more than six months after the date on the check. (The Bank, however, shall have no liability if it decides to honor such a check).
5. The account has been pledged as collateral for a debt.
6. The withdrawal would consist of money or items we have taken to pay a debt due the Bank, by way of offset or otherwise.
7. We have been ordered not to permit the withdrawal of all or part of the funds in the account by court order or other legal process.
8. There is a dispute concerning the account of such a nature that were the withdrawal permitted, the Bank might be exposed to liability.

9. You have failed to present appropriate identification in connection with the withdrawal, required by the Bank or applicable law. If the Bank does not believe that it has sufficient proof of identity, we may require as much proof as we believe necessary. In certain cases, we may require a Surety Bond from an insurance company that guarantees the right of the person to withdraw the funds.
10. An equipment, technological, or other problem prevents us from verifying your account balance.
11. A check presented that is postdated.

Money Market and Savings Account Withdrawals.

The number and amount of withdrawals or transfers you make in person at our branches, by mail or at an ATM are unlimited (unless such activity is not permitted on your account, e.g., ATM access). During your statement cycle, you may also make up to six transfers or payments in the aggregate using pre-authorized withdrawals, automatic transfers, our Telephone Banking service, Internet Banking transfers, or checks or debit card (POS) transactions to a third party. Federal regulations require that if you continually violate these limits, we may be obligated to close your account. We will notify you before taking any action against your account.

Certificate of Deposit Early Withdrawal Penalty.

If you withdraw any principal from a Certificate of Deposit account before the maturity date, you may incur one of the following Bank penalties:

1. Accounts with terms of 3 to 6 months will lose 1 month's simple interest.
2. Accounts with terms of more than 6 months to 1 year will lose 3 month's simple interest.
3. Accounts with terms of more than 1 year to 2 years will lose 9 month's simple interest.
4. Accounts with terms of more than 2 years to less than 3 years will lose 18 month's simple interest.
5. Accounts with terms of 3 years or more will lose 24 month's simple interest.

The penalty will be calculated on the principal amount withdrawn at the interest rate the account is earning at the time the premature withdrawal is processed. The amount of the penalty will be deducted first from any interest credited and not withdrawn, then

from any principal balance remaining in the account, and then from the withdrawn amount, if necessary. The required minimum account balance must be maintained or the account will be closed and the early withdrawal penalty will be based upon the entire account balance. No penalty will be assessed if the withdrawal is made after someone in whose name the business time deposit is opened dies or is declared legally incompetent. If your account holds pension funds, additional IRS rules and/or penalties may apply. Please consult with your tax advisor regarding IRS rules.

CASHING CHECKS FOR NON-CUSTOMERS

You agree that when a payee or other holder of a check or other item drawn on your account presents such check or item for payment over the counter at the Bank (rather than depositing it into an account at another institution and presenting it for payment through the check collection system) and the payee or other holder does not maintain an account at our Bank, the Bank may:

- 1) before honoring the check or other item, require sufficient identification and/or signature guarantee from the payee; or
- 2) decline payment of the check or other item drawn against your account; or
- 3) make payment of the check subject to the Bank's receipt of a check-cashing fee for payment of the check. You agree that none of these actions will constitute wrongful dishonor of your check.

STOP PAYMENTS

Placing a Stop Payment on Business Checks or Other Withdrawal Items.

You can order us to stop payment on your business check or other withdrawal item, excluding POS transactions, either orally or in writing. The stop order must contain sufficient information (e.g., account number, payee, date, amount and check number) to enable us to process the order. You acknowledge that if you provide us with incorrect information, even if it is a close approximation, we will not be liable for payment of the item. The stop order takes effect when we record it on your account records. Any stop payment must be received at such time and in such manner as to afford the Bank reasonable opportunity to act on it prior to any action or liability by the Bank with respect to the item. An oral stop order will remain in effect for only 14 days and must be confirmed in writing. Our records will be conclusive evidence of the existence, details of, and our decision regarding, an oral stop payment order or its revocation. A written stop order will remain in effect for 12 months, unless renewed in writing. Stop payment orders on money orders

will be accepted only if the Dime has received a written, notarized stop payment affidavit prior to payment of the item and only in compliance with applicable law.

Placing a Stop Payment on Bank or Cashier's Checks.

Stop payment orders on Bank or cashier's checks will be accepted only if Dime has received a written, notarized stop payment affidavit prior to the payment of the item and only in compliance with applicable law. Dime reserves the right to require you to supply a Surety Bond equal to twice the amount of the Bank or cashier's check before accepting the stop payment order. The stop may be placed by the purchaser, drawer, or payee and will only be accepted from the purchaser under the following circumstances:

1. The check must have been issued at least 90 days prior to our receipt of the stop payment order.
2. The party requesting the stop payment must provide sufficient information to enable us to identify the item in a timely manner.
3. The party requesting the stop payment must complete an affidavit containing an indemnification and hold harmless of the Bank, on the terms and conditions required by law, stating, among other things, that either the check was destroyed, is lost, was stolen, or is in the possession of someone who cannot be located or served with legal process.

INTEREST PAYMENTS

Dime will pay interest on certain account balances at rates and intervals, and on terms, which may change from time to time. When opening an interest bearing account with us, you should be aware of both the Interest Rate your funds on deposit will earn and the Annual Percentage Yield. Withdrawing interest from an account may reduce the Annual Percentage Yield earned on the account. Interest will be paid in accordance with any one of the following options you choose:

1. Interest will be added to, and remain in, the account.
2. A check for the interest amount will be mailed to you.
3. The interest amount will be transferred to another of your Dime business accounts.

Please Note:

For options 2 and 3, age restrictions may apply on pension and retirement accounts.

INTEREST BEARING CHECKING ACCOUNTS

An interest bearing checking account may be established for a sole proprietorship, unincorporated business (owned by husband and wife), and a not for profit organization operated for religious, philanthropic, charitable, or educational purposes. We reserve the right to require proof satisfactory to us of an account holder's qualifying status.

CERTIFICATE OF DEPOSIT ACCOUNTS

Automatic Renewal.

Your CD account will be renewed automatically at maturity for the same term, or the closest term available on that day. Upon renewal, all credited interest remaining in the account will automatically become part of the principal for the new account term. CDs that mature on Saturdays, Sundays, or federal holidays (i.e. non-business days) are available for withdrawal the next business day.

Grace Periods.

After automatic renewal of a CD, there is a 10 calendar day grace period, following the maturity date, during which you may withdraw any amount of your deposit or instruct us to renew the CD for a different term and rate, without penalty. We will credit the CD any accrued interest (earned at the renewed CD rate) from the maturity date through withdrawal or alternate renewal date.

INTEREST REPORTING AND WITHHOLDING

Interest will be reported for tax purposes in the name and Taxpayer Identification Number or Employer Identification Number of the tax select entity on the account. It is your responsibility to provide the Bank with the correct Taxpayer Identification Number or Employer Identification Number for your account(s). Internal Revenue Service regulations require that payers of interest and dividends (such as banks, thrift institutions, stock brokers, etc.) must generally withhold an established percentage of taxable interest, dividend and certain other payments if you fail to furnish the payer with your correct Taxpayer Identification Number or Employer Identification Number. This is referred to as "Backup Withholding". To prevent Backup Withholding on these payments, you must provide the Bank with your correct Taxpayer Identification Number or Employer Identification Number and certify that the number you are giving us is correct. You must also certify that you are not subject to Backup Withholding either because you have not been notified that you are subject to Backup Withholding as a result of a failure to report all interest or dividends, or that the Internal Revenue Service has notified you that you are no longer subject to Backup Withholding. The Bank has the right to refuse to open an account if you fail

to provide us with a properly certified Social Security Number, Taxpayer Identification Number, or Employer Identification Number.

STATEMENT ACCOUNTS

If you have a statement account, you will receive a periodic statement covering the activities in your account. We will send the statement to you at the last known address shown on our records (or notify you of the availability of statement information if you have registered for our electronic statement service). It is your duty to promptly examine your statement upon receipt. You must notify the Bank within 14 days, in writing, after the date you receive the statement (or within 14 days of the date the statement was made available to you via an electronic statement) of any discrepancies. This notification period is extended to 60 days if the discrepancy concerns an ATM or other electronic funds transfer transaction. If you do not provide us such notification, the statement will be deemed correct and binding on you and we will be released of all liability to you.

PASSBOOK ACCOUNTS

Amounts shown in the balance column of passbooks do not reflect unposted transactions. In the event of a discrepancy between the balance shown in the passbook and the balance reflected in Dime's records, Dime's records shall control. The passbook should be verified with the records of Dime to ensure correctness. Passbooks should be presented at least once a year for entry of interest

LOST PASSBOOKS

You alone are responsible for keeping your passbook safe and secure. You must notify the Bank immediately if it is lost, stolen or in the possession of someone who is not entitled to the funds. We will require you to put the notification writing.

If you lose your passbook or if it is stolen, we require that you swear to the relevant facts in an affidavit. We may further require that a reasonable time period elapse prior to issuing a new passbook or making payment to you. We also have the right to require a Surety Bond from an acceptable insurance company, in an amount we may determine, protecting us in the event someone else claims that we should not have paid funds in the account to you. We may also require you pay all of our losses and expenses (including attorneys' fees) if we pay you and someone proves that we should not have.

RIGHT OF SET OFF

We have a right of set off provided us by law. We can take certain funds from your account(s), at any time, to pay certain debts that you owe us which are due and unpaid. We are not required to give you notice when we exercise our right of set off. We are not

responsible for a check drawn on your account that is dishonored as a result of our set off. You agree not to take legal action against us when we exercise our right of set off.

CLOSING YOUR ACCOUNT

You may close your account at any time, provided the funds on deposit are not being held or restrained as a result of legal action or some other limitation, uncollected deposited check or as collateral for a loan. If the account is a CD, a penalty may be charged on the amount withdrawn prior to the maturity date.

The Bank reserves the right to close your account at any time for any reason not prohibited by law. For example, we may want to discontinue a type of account you presently own. If we do so, we will notify you in writing prior to or immediately after closing the account, and may mail you our official check for the account balance.

CLASSIFICATION OF CHECKING ACCOUNTS

For internal bank purposes only, these accounts will consist of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is one on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

INACTIVE ACCOUNTS

New York State law requires the Bank to send to the New York State Comptroller the balance of certain accounts on which there has been no activity for three consecutive calendar years. The funds will not be sent if, during the three-year period, one of the following actions takes place:

1. A deposit or withdrawal is made to or from the account.
2. The account passbook (if a passbook account) is presented to us for updating.
3. We receive a document signed by you indicating that you are aware of the account's existence. The Bank must be satisfied that the signature on the document is genuine and authorized.

CD accounts are deemed abandoned when there has been no account activity or depositor contact for three years after the first account maturity date following the last depositor contact. Funds

that have been turned over to the State of New York as abandoned property may be reclaimed by writing to the New York State Comptroller, Office of Unclaimed Funds, 110 State Street, Albany, New York 12236 OR, accessing its Internet site at www.osc.state.ny.us/ouf. Dime will also reclaim abandoned funds for you for a fee. The cost of any advertisement, payment or delivery to the New York State Comptroller of any accounts determined to be abandoned property may be apportioned among the accounts involved.

CONFLICTS

If there is a conflict between any Bank agreement or brochure (including this one) and something said by one of our employees, Dime may adhere to the written information and declare it binding. The Bank may refuse to follow any depositor instructions which we believe may expose us to potential liability. We may require security adequate to protect the Bank against any loss and expense incurred if we elect to comply with such instructions.

DELIVERY OF NOTICE

For purposes of any communications between you and the Bank, all statements, notices or other communications sent by mail will be considered delivered three days after Dime mails them to you at your last address shown on our records. All notices or communications which are sent to Dime will be considered delivered on the day on which we actually receive such notice or communication.

CHANGES IN TERMS

Dime reserves the right to change the terms and Dime reserves the right to change the terms and conditions of your account at its discretion from time to time. If we are required by law or regulation to give you notice of the change by mail, we will send the notice to the address in our records. In the absence of such a requirement, we reserve the right to post a notice in the Bank or to make revised disclosure booklets available to you in our branch offices. Each of these changes will be binding on you and the account when we post a notice in the branch, make revised disclosure booklets available in our branches, or at the time any regulatory notification period has been satisfied.

ATTORNEYS' FEES

You agree to reimburse Dime for all costs we incur to enforce or defend our rights, including attorneys' fees and court costs.

WAIVER OF TRIAL BY JURY

You agree to waive your right to trial by jury in any legal proceeding involving the Bank.

NON-TRANSFERABLE

All Dime accounts are non-transferable. You may not assign your account to anyone else without our written permission.

INTEREST ON LAWYER ACCOUNTS ("IOLA")

An IOLA is a Business Banking Interest Checking Account established for lawyers who are maintaining short term qualifying client trust funds. The IOLA Fund's taxpayer identification number is used on all such accounts. On a monthly basis, the Dime will remit to the IOLA Fund of New York interest credited on the account, less any service charges which may apply. Interest reported to the IOLA Fund is not subject to reporting or backup withholding and is not considered income to the attorney or his/her client. Attorneys opening an IOLA account are responsible for notifying the IOLA Fund of New York that an interest bearing checking account with interest payable to the IOLA Fund has been established.

ATTORNEY TRUST ACCOUNTS

An Attorney Trust Account is a Business Banking Interest Checking Account established for attorneys who are maintaining short term client trust funds. The attorney's taxpayer identification number or taxpayer identification number of the attorney's firm is used on all such accounts. However, to accept such deposits, the Bank must file a dishonored check agreement with the New York State Lawyer's Fund for Client Protection.

REPORTS TO THE LAWYER'S FUND FOR CLIENT PROTECTION

If you maintain an IOLA or an Attorney Trust Account and you draw a check against your account, but the check is not paid due to insufficient funds, we will report that nonpayment to the Lawyer's Fund for Client Protection in accordance with New York State law.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 COMPLIANCE

As required by the Unlawful Internet Gambling Enforcement Act of 2006 ("ACT"), all customers with commercial banking relationships must be notified that restricted transactions are prohibited from being processed through their accounts. The Act prohibits any person engaged in the business of betting or wagering from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling:

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

FUNDS TRANSFERS

Funds transfers that you send from or receive into any of your accounts may be transmitted through the automated clearinghouse ("ACH") network. You agree that any funds transfers you send or receive shall be governed by the Operating Rules and Guidelines of NACHA, The Electronic Payments Association ("NACHA Rules"), as amended from time to time.

As may be applicable to a funds transfer, a credit given for a transaction entry by a receiving depository financial institution (RDFI) to the receiver of the transfer is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment pursuant to UCC 4-A-403. If the RDFI does not receive final payment for a transaction entry, then (i) the RDFI is entitled to a refund from the receiver in the amount of the credit made to the receiver's account, and (ii) the party that sent the transaction entry will not be considered to have paid the amount of the credit entry to the receiver. If we give you provisional credit for an ACH or other funds transfer, but do not receive the final payment, you become obligated to us for the full amount without prior notice or demand.

FRAUD HOTLINE

The Dime Fraud Hotline telephone number is (718) 486-4306 or Toll Free at (888) 234-3463.

For your protection, Dime has implemented an anonymous Fraud Hotline. **This is not a customer service or complaint line.** This line is for employees, customers, and others to report possible instances of bank fraud committed by employees, customers, or others. Bank fraud includes financial statement fraud, Bank Secrecy Act violations, and other types of fraud such as conflicts of interest, bribes and kickbacks, and cash asset misappropriation or misconduct. You are encouraged but not required to leave contact information. The message you leave will be forwarded to Dime personnel in charge of loss prevention to ensure prompt attention to suspicious situations and activity that merit reporting. Dime may make disclosures to local, state, and Federal Law enforcement as required by law or as the bank deems necessary. All messages will be treated with confidentiality, and will not be subject to Caller-ID or call back functions.

(FOR UNAUTHORIZED DEBIT CARD TRANSACTIONS, PLEASE CALL 1-800-321-3463)

Dime is very interested in the information you have to provide. The more details you are able to share, the easier it will be for Dime to determine if a crime and/or violation was committed. The information we are looking for is as follows:

- Date/Time of activity
- Who committed the alleged act, crime or violation?
- Where did the alleged action, crime or violation take place?
- How was the alleged act, crime or violation committed?

- Do you know why the person committed the alleged act, crime or violation?
- Who else has knowledge of the alleged act, crime or violation?
- Did you report this alleged act, crime or violation to anyone else? If yes, who?
- Would you like to be contacted regarding your report? If yes, please provide your contact information.

SECTION 2

YOUR ABILITY TO WITHDRAW FUNDS AT DIME COMMUNITY BANK

FUNDS AVAILABILITY POLICY

Under Bank policy, funds deposited to your account(s) may not be available immediately for your use, including cash withdrawals and check payments from the account(s).

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday and federal holidays. If you make a deposit before 6:00 P.M. ET on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 6:00 P.M. ET, or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. The length of the delay is based upon the type of deposit, as described below.

SAME DAY AVAILABILITY

Funds from cash, checks drawn on Dime, wire transfers and other electronic payments (such as direct deposit of government payments or pre-authorized credits) are available immediately after the deposit is received by us and identified by our personnel as funds to be deposited to your account.

NEXT DAY AVAILABILITY

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

1. U.S. Treasury checks that are payable to you.
2. State and local government checks that are payable to you.
3. Cashier's, certified and teller's checks that are payable to you.
4. Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal money orders, payable to you.

If you do not make a deposit in person to a Bank employee (for instance, if you mail the deposit), funds from deposits of check types 2, 3 and 4 above will be available on the second Business Day after the day of your deposit.

OTHER CHECK DEPOSITS

To determine when funds from other check deposits will be available, examine the first four digits of the routing number on the check:

Personal Check

Date: _____
Pay to the Order of _____ \$ _____ _____ Dollars
(Bank Name) (Address) _____
123456789 000000000 00

↶ Routing Number

Business Check

Date: _____
Pay to the Order of _____ \$ _____ _____ Dollars
(Bank Name) (Address) _____
000000000 123456789 00

↶ Routing Number

Once you have determined the first four digits of the routing number (1234 in the preceding examples), the chart on the following page will show you when the funds from the check will be available:

	First 4 digits of the routing number	A deposit is made on	Funds are available on:
Local	All Routing Numbers	\$200.00 the 1st Business Day after the day of your deposit	Tuesday
		Remaining funds on the 2nd Business Day after the day of your deposit	Wednesday

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that was previously returned unpaid.
4. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th Business Day after the day of your deposit.

SPECIAL RULES FOR ATM DEPOSITS

Deposits (either cash or check) made at a Dime ATM before 6:00 P.M. ET on a Business Day are subject to the Bank's verification. Funds you deposit may not be immediately available for withdrawal. For determining when your funds are available, deposits made after 6:00 P.M. ET on a Business Day, or on a day we are not open, will be considered received by the end of the following Business Day.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 14 Business Days your account is open:

1. Funds from cash, checks drawn on Dime, wire transfers and other electronic payments (such as direct deposits of government payments or pre-authorized credits) are available immediately after the deposit is received by us and identified by our personnel as funds to be deposited to your account.
2. The first \$5,000 from a deposit of U.S. Treasury checks, U.S. Postal money orders, Federal Reserve Bank checks, or Federal Home Loan Bank checks, payable to you, will be available on the first Business Day after the day of your deposit. The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit.
3. Funds from deposits of the first \$5,000 of a day's total deposits of cashier's, certified, tellers, travelers and state and local 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. The excess over \$5,000 will be available on the ninth Business Day after the day of deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit.

4. Funds from all other check deposits will be available on the 11th Business Day after the day of your deposit.

HOLDS RELATED TO 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. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$100 check, \$100 of funds already in your account will not be available until the first Business Day after the day we cashed the check.

HOLDS AGAINST 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 will become available for withdrawal after the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

HOLDS AGAINST OTHER ACCOUNTS

Our policy enables us to accept double endorsed checks for deposit, subject to satisfactory validation of prior endorsements. We do, however, reserve the right to refuse to accept:

- 1) double-endorsed items on which we are unable to validate prior endorsements,
- 2) checks on which the payee is other than an individual, and
- 3) checks which we believe will be returned unpaid.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute Checks and Your Rights.

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

If you use this procedure, you may receive up to the lesser of \$2,500 or the amount of your check (plus interest if your account earns interest) within 10 Business Days after we receive your written claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your written 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 DimeDirect by telephone at 800.321.3463, or by mail to Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11201. If we ask you to put your claim in writing, and we do not receive the written notification within 10 Business Days, we may not credit your account. 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 written claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the check number, the amount that the check was paid for, and the date that the check was paid.

SECTION 3

DIME BUSINESS ATM AND VISA® BUSINESS DEBIT CARD RULES AND AGREEMENT

This Rules and Agreement section addresses the terms and conditions which apply when you use a Dime Business ATM Card ("ATM Card"), Visa® Business Debit Card ("Debit Card"), and Personal Identification Number ("PIN"), arrange for pre-authorized electronic fund transfer ("EFT") transactions, or use our Telephone Banking Service. It also discusses types of EFT services, any transaction limitations, transaction documentation, card owner liabilities, how errors and omissions are handled, confidentiality, and other topics.

Throughout this Agreement and Disclosure, the terms "we," "us," "our," "Dime," and "Bank" refer to Dime Community Bank. The words "you" and "your" mean the business account holder and any authorized person(s), officer(s), employee(s), agent(s), partner(s), manager(s), or member(s) of the business who are named on the Dime Business ATM or Visa® Business Debit Card and who are authorized to perform transactions on the account or accounts for which the ATM or Debit Card has been issued. "Account" and "accounts" mean your business checking, NOW, money market or statement savings account with us which is designated on your card application. "ATM Card" means the Dime Business ATM Card. "Debit Card" means the Visa® Business Debit Card provided to you through Dime. Certain transactions may be made only if the ATM or Point of Sale ("POS") terminal bears the logo of one of the networks in which the Bank is a participant ("Participant Networks") and/or the merchant accepts such transactions. The reverse side of your Dime ATM or Debit Card indicates the participating networks at the time such card was issued to you, or you may call DimeDirect at 800.321.3463 for a current list of participating networks.

ACCEPTANCE

The Bank may issue a Dime ATM or Debit Card if requested to do so by the customer for a Dime Business Banking statement savings (ATM Card only), checking, interest checking and/or money market account. The ATM Card is a limited use card utilized for the making of deposits. The Debit Card is a full function card for use by account owners and their officers, employees, agents, partners, managers or members. Multiple accounts may be incorporated

on your ATM or Debit Card and accessed at Dime ATM locations. However, at all other locations only the primary checking and primary statement savings account may be accessed. You cannot use the Debit Card until you activate it. To activate your Debit Card, please call the number on the activation label affixed to your card and follow the simple instructions.

By signing an ATM or Debit Card signature card or by using your ATM or Debit Card and PIN to make a purchase, deposit, transfer, balance inquiry or withdrawal from your account, you agree to be bound by the terms and conditions concerning our ATM or Debit Card services. Only one Dime ATM or Debit Card will be issued to each authorized cardholder. You assume responsibility for all transactions arising from the use of the ATM or Debit Card(s) whether such use is with a money-dispensing machine, banking terminal, electronic funds transfer device, line of credit, or any credit or debit program. If any cardholder authorizes another person to use the Debit Card in any manner, that authorization shall be deemed to include permission to make withdrawals or transfers of funds from the business accounts and such authorization shall be deemed to continue until the cardholder has taken steps necessary to revoke it by preventing such use by that person. You agree to pay Dime for all purchases made, services rendered, and cash advances made by or to any cardholder using the Debit Card. The ATM or Debit Card may be canceled by Dime or cardholder at any time without notice, and will be surrendered upon request of Dime. Except as prohibited by law or regulation, cardholder hereby waives as against Dime all claims, defenses, rights and offsets of business now or hereafter existing against any merchant for merchandise or for services acquired by use of the ATM or Debit Card.

ISSUANCE OF CARDS

We will deliver to you the number of ATM or Debit Cards that you designate. You must request a separate ATM or Debit Card for each person that you authorize to access your account. You must furnish a full name and other required information for each such person. Each card will be imprinted with your company name and the name of any individual whom you have authorized to use the card. A separate PIN will be assigned to each card. Cards will not be issued on Lease Security accounts, IOLA accounts or Attorney Trust accounts.

OBLIGATIONS WITH RESPECT TO CARDS AND PINS

If any person for whom you have authorized to receive a card ceases to have your permission to use the card, whether by termination of employment or otherwise, you must return the card to us and we will deactivate the card and PIN. If any card or PIN is or believed to

be lost, stolen, or in the possession of an unauthorized person, you must immediately notify us of that fact, and we will deactivate the card and PIN. You must notify us by telephone at the number listed on this Agreement or by sending written notice to the address also listed in this Agreement.

Cardholders are fully responsible for all deposits, transfers, and withdrawals made or permitted by anyone who is a Dime cardholder. Cardholders are separately responsible for all deposits, transfers, withdrawals and purchases they make or permit someone to make. To ensure that no unauthorized transactions are charged to any of your accounts, you should take all reasonable precautions to prevent any person from learning your PIN or using your ATM or Debit Card. Memorize your PIN and KEEP IT CONFIDENTIAL. No bank employee will ask you to disclose your PIN, so remember: NEVER give your PIN to anyone; don't write the PIN on your ATM or Debit Card; and avoid carrying your PIN with you. If, when using your ATM or Debit Card at an ATM, you do not communicate your correct PIN to the ATM, the ATM may capture your Card. If this happens, you may retrieve your Card at the office location of the ATM, which captured your Card, only on the next day that such office is open for business, by showing proper identification and signing a receipt for the Card. A captured ATM or Debit Card which is unsigned or not timely retrieved will be destroyed.

LIMITATIONS

Debit Card cardholders may make unlimited transfers and withdrawals from your checking account if made in person at our branches or by mail. Otherwise, you may make a total of only six transfers or payments (including preauthorized, automatic, telephone transfers or withdrawals, and Online Banking transfers between your accounts with us, or transfers by check, draft, POS or POP debit, or similar order) from your statement savings or money market account per monthly cycle. You may use your Dime ATM Card or Debit Card and PIN to perform the following transactions follows:

- Dime Business ATM Card - Unlimited deposit transactions.
- Visa[®] Business Debit Card – Withdrawal and retail purchase limits individually assigned by Bank.

Dime reserves the right to adjust these amounts at any time. Such transactions made at locations other than Dime may be subject to lower limits, other restrictions, and fees imposed by third party terminal owners.

Availability of Funds.

You agree to maintain sufficient collected funds in your account to cover all purchases, ATM withdrawals, transfers, and payments. If you do not have sufficient funds in your account, there will be a charge for any transaction we are unable to process or that we process against uncollected funds. You agree to be responsible for all charges incurred by use of your Dime ATM or Debit Card, including any overdrafts. An overdraft can result in cancellation of this Agreement and your account. Funds being reserved for authorized but unposted transactions may not be used to pay checks, other debits or withdrawals.

ATM Deposits.

Please see our Funds Availability Policy section of this booklet for further details.

Using Your ATM or Debit Card.

When you use our ATM or Debit Card, you give us the right to obtain payment of any funds you owe us as a result of the transaction. Such funds may be obtained from funds you have on deposit with us, including those held in Professional Banking checking, interest checking, money market, savings and certificate of deposit accounts. This is in addition to any other rights we may have. Regardless of any other agreement you have with us, balances due from use of your Dime ATM or Debit Card are not secured by any real or personal property.

For your security, we may restrict access to your accounts if we notice excessive use of a card that we believe to be suspicious. However, we do not have any obligation to watch for or find any excessive or suspicious use.

You are responsible for resolving all disputes concerning the purchase of goods and services with the merchant who accepted the card. When you use your card to make a purchase from a merchant, and the merchant requests authorization for the transaction, we may place a hold on your account for the amount of the transaction.

Authorization requests for certain transactions may include an amount in excess of the transaction amount in which case we will place a hold on the authorized amount, though your account will only be debited for the actual amount of the transaction.

This hold will be removed from your account upon either (1) when the actual transaction is debited from your account; or (2) a time period of approximately three days after the authorization.

TELEPHONE BANKING SERVICE

If you have a touch-tone telephone, you can have 24-hour-a-day access to your money. The first time you use this service you will be issued a PIN. Your account number, PIN, and the taxpayer identification number (Social Security number) will be required to make a transfer or inquiry via Telephone banking. You may use this service to:

1. Verify account balances (which might include funds which are not available).
2. Verify transactions.
3. Transfer funds between your accounts (statement account types only).

SERVICES

Deposits, Withdrawals and Cash Advances.

You may use your Debit Card and PIN to withdraw funds from accounts linked to your card at Dime ATMs and most ATMs displaying a logo of a participating network. You may use your Dime ATM Card or Debit Card and PIN to make deposits at Dime ATMs to accounts linked to your card. Your Debit Card also may be used to obtain cash advances at financial institutions offering such services.

Transfers.

You may use your Debit Card and PIN to transfer funds from one account to another account linked to your Card at Dime ATMs and at most ATMs displaying a logo of a participating network.

Verification of Account Balances.

You may use your Dime ATM Card or Debit Card and PIN to verify account balances (which may include funds on hold, not available for immediate withdrawal).

Purchases and other POS Transactions.

You may use your Debit Card and PIN for POS purchases from your primary checking or money market account at merchants accepting these transactions. You may also use your ATM Card and PIN for POS transactions from your primary statement savings account at merchants accepting these transactions. You may not place a stop payment on a POS transaction.

Online Banking.

Customers who elect to enroll in the Online Banking service will separately receive additional Terms and Conditions pertaining to Online Banking.

SERVICE HOURS

ATMs at Dime's branch locations are available 24 hours a day, seven days a week, except for routine maintenance, inspection or repair. Schedules of branch banking hours may be obtained at any branch.

TRANSACTION DOCUMENTATION

ATM/POS Receipts.

If requested, the ATM or POS terminal will provide a transaction record when you have completed your transaction. The receipt will show the date and amount of the transaction, a partial account/card number, the type of account, and the location of the ATM. If a POS transaction involves the use of an electronic terminal, this information will appear on the receipt.

POP/RCK Receipts.

The check you use for a POP transaction should be blank and not previously voided, negotiated or used in any prior POP transaction. After it is scanned, the merchant should mark it void and return it to you. You should sign and receive a copy of your authorization along with information relating to the merchant and transaction. Merchants who initiate a RCK transaction must provide notice to you, before accepting your check, that your returned check may be collected electronically if the check is returned unpaid. POP and RCK transactions will appear on your periodic account statement. The original checks connected with a POP or RCK transaction will not be returned to you.

Statement Accounts.

The monthly statement we send you will show all EFT activity since the prior statement. Statements will be mailed to the address shown on Bank records. Statement savings accounts will receive quarterly statements in the absence of any EFT activity.

Passbook Accounts (for EFTs of Federal Recurring Payments and Preauthorized Credits).

Bring or mail your passbook to the Bank and we will record any electronic deposits that were made to your account since the last time the passbook was updated. Passbooks should be updated at least annually. If you have arranged to have regularly scheduled (at least once every 60 days) direct deposits electronically transferred to your account by the government, or the same person or company, you can call us to confirm of the deposit was made. You can call DimeDirect at **800.321.3463**. Pre-authorized electronic debits are not permitted on passbook accounts.

OWNER'S LIABILITY

You are fully liable for any transactions made by use of your ATM Card, Debit Card and PIN. You agree to immediately reimburse us for any loss, claim, or damage, which we sustain as a result of the use of any card issued at your request. We shall have no liability for any loss, claim, or damage which you sustain as a result of the use of any card issued pursuant to this Agreement. This is true even if the card is lost, stolen, or obtained or retained by a person not authorized by you to initiate EFTs and even if the use occurs after you have asked us to deactivate the card, whether or not we have acted on that request. Use of a card to access your business deposit account(s) or other non-personal account(s) is governed by this Agreement.

You should notify us AT ONCE if you believe your card is lost or stolen, or your PIN is known to someone other than yourself, and/or you believe someone has transferred money from your account without your permission. Telephoning is the best way to keep your losses down.

If your statement shows transfers that you did not authorize, tell us AT ONCE.

If such is an automated clearing house transaction, we must receive notice, written or verbal with 24 hours of the posting date. If you do not notify us within these time frames, you will be deemed to have authorized the transaction. You will be liable for all losses, costs, or expenses that you incur as a result of the use of your card, unless the laws governing your account require a lesser liability. Under no circumstances will we be liable for any special or consequential damages involving such accounts. The owners of such accounts assume sole responsibility for any unauthorized use of the account's card, and/or PIN, and/or any other access device and shall indemnify, defend, and hold the Bank harmless from all claims, actions, proceedings, losses and damages related to or arising out of any unauthorized transactions.

Reporting Lost or Stolen Cards.

If you believe your card or your PIN is known to someone other than yourself, and/or you believe someone transferred or may transfer money from your account without your permission, you should notify us AT ONCE by calling or writing:

Dime Community Bank

P.O. Box 21357, Brooklyn, NY 11201

800.321.3463

FEES

Our Schedule of Service Charges sets forth the fees relating to the use of your Dime ATM or Debit Card. When you use an ATM not owned by us, the ATM operator, or any ATM network used may charge you a fee, and you may be charged a fee for a balance inquiry even if you do not complete a transaction.

ERRORS, OMISSIONS OR QUESTIONS

In case of errors or questions about your electronic transfers, call DimeDirect at **800.321.3463**, or write to Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11201 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. When you call or write, you must tell us:

1. Your name and account number.
2. The error or transfer you are unsure about, and why you think it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or question in writing within 10 Business Days.

CONFIDENTIALITY

We may disclose information to third parties about your account or transfers you make:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with legal process, such as orders or subpoena from governmental agencies or courts, or
4. If you give us your written permission, or
5. In connection with any authorization messages transmitted in POS transactions. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

BUSINESS DAYS

Our business days are Monday through Friday. Saturdays, Sundays, and federal holidays are not considered Business Days.

CURRENCY CONVERSION

When you use your Business Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
- The government-mandated rate in effect for the applicable central processing date;
- In each instance, plus or minus any adjustment determined by the issuer.

CURRENCY CONVERSION

When you use your Visa Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
- The government-mandated rate in effect for the applicable central processing date;
- In each instance, plus or minus any adjustment determined by the issuer.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

AMENDMENTS AND TERMINATION

We may change the terms of this Agreement at any time. If the change is made for security purposes, we can implement it without giving you prior notice. Except where particular law or regulation provides otherwise, it shall be in our sole discretion to determine the manner in which you will be provided with notice of any change.

ADDITIONAL INFORMATION

If you have any questions regarding the information provided in this booklet or your Dime account relationship or would like information on branch locations and hours, banking services and products, current rates and yields and account information, please visit any of our branch offices, contact us through our web site **dime.com**, or call DimeDirect at **800.321.3463**.

You may mail correspondence to:

Dime Community Bank

Attn: DimeDirect

P.O. Box 25226

Brooklyn, NY 11201

SCHEDULE OF SERVICE CHARGES

Effective May 1, 2017

Business Banking

Account Maintenance Fees (per month)

Perfectly Free Checking.....	Free
Preferred Business Checking	\$20.00
Interest Checking	\$10.00
Business MMA	
Average daily balance below \$2,500.....	\$10.00
Business Savings	
Average daily balance below \$500.....	\$4.00

Free Transactions (per month)

(any combination of deposit tickets, deposit items, checks paid, bill-pays or other withdrawals/POS transactions)*

Perfectly Free and Interest Checking.....	500
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Free Cash Deposit Limit (per month)

Perfectly Free and Interest Checking.....	\$10,000
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Free Cash Order Limit (per month)

Perfectly Free and Interest Checking.....	\$10,000
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Transaction Fees (for Preferred Checking)

Check Paid.....	\$0.15
Deposit Item.....	\$0.15
Deposit Ticket.....	\$0.15
Withdrawal.....	\$0.15
Bill-Pay.....	\$0.15
ACH Transaction.....	\$0.15
Other Statement Credit/Debit.....	\$0.15
Cash Deposit.....	\$2.00/thous.
Cash Order: Currency.....	\$2.00/thous.
Cash Order: Coin.....	\$ 0.10/roll

Other Fees

Account Closed Prior to 90 Days.....	\$20.00
Account Transcript (per page).....	\$15.00
Bank Check (under \$1,000 or to 3rd Party)	\$10.00
Check Printing/Checkbook Cover	Varies
Collection of Foreign Check (plus any fees levied by other banks).....	\$35.00
Copy of Transaction Ticket or Account Statement.....	\$5.00
Copy of Paid Bank Check, Personal Check, or Money Order	\$5.00
Counter Check.....	\$2.00
Coupon Redemption (per envelope)	\$10.00
Interim Statement	\$2.00
Legal Processing Fee (per item).....	\$100.00
Lost ATM/Debit Card.....	\$10.00
Lost Passbook.....	\$10.00
Money Order	\$4.00
Notary Fee	Free
Overdraft Fee (Extended Overdraft Service) – (e.g., Paid EOD NSF, Paid EOD UNF, Paid Uncoll Funds, Paid ACH Non Suff Funds, Paid ACH Uncoll Funds, etc.)	
- per item (Applies to overdrafts created by check/in person and ATM withdrawals/ debit card transactions/ pre-authorized automatic debits/ telephone-initiated transfers/ other electronic fund transfers - EFTs)	
.....	\$30.00
Reconciliation/Research (per hour).....	\$20.00
Returned Item – (e.g., Return Check, NSF, ACH Return, etc.)	
- per item (Applies to items presented against insufficient (NSF)/ Uncollected funds - Checks, EFTs and pre-authorized debits, etc.)	
.....	\$30.00
Returned Mail (per item)	\$10.00
Verification of Account Information to Third Party.....	\$20.00
Returned Deposit Item.....	\$10.00
Stop Payment Order.....	\$20.00
Wire Transfers	
Incoming	\$15.00
Outgoing (Domestic)	\$30.00
Outgoing (International)*	\$30.00

* plus any fees charged by other banks

GUIDE TO BUSINESS BANKING

For more information call us at
800.321.DIME (3463)
or visit **dime.com**.



Dime Community Bank

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