## <u>PITNEY BOWES POSTAGE RESERVE ACCOUNT</u> AGREEMENT AND DISCLOSURE STATEMENT

Effective, September 1, 2024

IMPORTANT INFORMATION FOR PARTICIPANTS IN THE PITNEY BOWES POSTAGE

RESERVE ACCOUNT PROGRAM. This Pitney Bowes Postage Reserve Account Agreement and Disclosure Statement (this "Agreement") contains the terms and conditions governing the Reserve Account Program (the "Program"). As used herein, the terms "Pitney Bowes" means Pitney Bowes Inc. and any affiliate of Pitney Bowes Inc., "Bank" means The Pitney Bowes Bank, Inc., a Utah industrial bank, and "we," "us" and "our" means Pitney Bowes and the Bank. "You" and "your" mean the corporation, partnership, limited liability company, association, other business entity or sole proprietorship in whose name your Account (as defined below) has been opened.

- 1. THIS IS YOUR CONTRACT WITH US. By participating in the Program in any manner, or by failing to cancel your participation in the Program in writing within thirty (30) days after receiving this Agreement, you are confirming your agreement to be bound by the terms of this Agreement. You further agree to provide to Pitney Bowes an executed W-9 Form of the Internal Revenue Service or an appropriate alternative certification.
- 2. BUSINESS CUSTOMERS ONLY. The Program is available only to corporations, partnerships, limited liability companies, associations, other business entities and sole proprietorships. You acknowledge that your participation in the Program is not for personal, family, or household purposes.
- 3. DESCRIPTION OF THE PROGRAM. a) Reserve Account. As a participant in the Program, a savings account (your "Account") has been established in your name at the Bank. Deposits to your Account may be made at any time by mailing a check or money order or by sending funds electronically to the Bank. When you use PB Postage, the United States Postal Service® Enterprise Payment System (EPS) service, a third party vendor to whom you send funds to pay postage and related fees for presorting your mail, a third party vendor to whom you send funds to pay for transportation services or when you obtain products or services from Pitney Bowes, you authorize your Account to be debited electronically that day in an amount sufficient to cover the postage meter or account refill, the permit mail postage purchase, the postage and related fees for the presorting of your mail ("Presort Charges"), the charges relating to transportation services provided by a third party vendor ("Transportation Charges") and/or charges relating to products or services furnished by Pitney Bowes ("Miscellaneous Charges"), and related fees and charges, if any. You agree that these are the only types of electronic transfers that you can make from your Account. You may withdraw funds from your Account by sending a written request to the Bank requesting a withdrawal. In any event, no transfer or withdrawal may be made from your Account in an amount which is in excess of the balance in your Account less the aggregate amount of any debits to be made under Section 3(c) below. Subject to the terms of this Agreement, funds from your Account to pay for postage will be transferred to the United States Postal Service upon receipt of your instructions. Any funds that you have on deposit with the United States Postal Service will be used in full before any funds are transferred from your Account to pay for postage meter refills. b) Limits on Withdrawals. You may not make more than six (6) transfers or withdrawals from your Account in any calendar month (each calendar month, a "Statement Period"). You agree not to authorize any third party to debit or draw on your Account. The Bank has the right to require seven (7) days prior written notice of withdrawal. c) Reserve Account Plus. In the event you exceed six (6) (12) months, you agree that in each subsequent Statement Period, in lieu of immediate debits to your Account for postage meter or account refills, permit mail postage purchases, Presort Charges, Transportation Charges and Miscellaneous Charges, your Account may be debited each Friday, and/or on the last business day of the month, for all postage meter or account refills, permit mail postage purchases, Presort Charges, Transportation Charges and Miscellaneous Charges made or incurred during that week. Even if we do not immediately debit your Account, we will still immediately deduct the amount of the debit from your available balance or your Account available to pay transactions or accrue interest ('Available Balance").
- 4. RESERVE ACCOUNT REWARDS. Unless you are delinquent in the payment of any amounts payable to us, Pitney Bowes will credit your Reserve Account Rewards in an amount equal to 0.20% per annum (0.01667% per month) for any day your daily Account balance is greater than \$15,000. Your daily Account balance is the net amount in your Account each day after a counting for all transactions in your Account that day and less any debits to be made under Section 3(c) above. Reserve Account Rewards are compounded and credited monthly. You are responsible for any federal, state and/or local tax liability that may arise as a result of your receipt of Reserve Account Rewards. If you close your Account before any Reserve Account Reward is credited, you will not receive the amount of any accrued Reserve Account Reward which has not been credited
- 5. AUTHORIZATION. You authorize Pitney Bowes to debit your Account electronically for the purposes specified in Section 3(a) above and for any returned or reversed deposits or corrections to amounts previously credited to your Account.
- 6. TERMINATION OF AUTHORIZATION. Your authorization contained in Section 5 above is required for your participation in the Program and shall remain in full force and effect until written notice of modification or termination of authorization from you has been received by us at Pitney Bowes Postage Reserve Account, 27 Waterview Drive, Shelton, CT 06484-7135, and we have had a reasonable period of time to act thereon.
- 7. PURCHASE POWER ACCOUNT; EASYPERMITPOSTAGE® ACCOUNT. Subject to Section 3(c) above, if you are a Purchase Power customer and/or an EasyPermitPostage customer, postage meter or account refills, permit mail postage transactions, Presort Charges, Transportation Charges, Miscellaneous Charges and other related fees and charges which exceed your Account balance will be paid for by debiting the full amount in your Account, and the remaining balance of such refills and related fees and charges will be charged to your Purchase Power line of credit or EasyPermitPostage line of credit, as the case may be, to the extent such credit is available and may be utilized in connection with such charges. Purchase Power transactions are subject to the provisions of the terms and conditions governing your Purchase Power account and EasyPermitPostage transactions are subject to the provisions of the terms and conditions governing your EasyPermitPostage account.
- 8. STATEMENTS. We will mail or make available to you a Reserve Account statement showing your transactions under the Program, including deposits, debits for postage meter refills, permit mail postage purchases, Presort Charges, Transportation Charges, Miscellaneous Charges or account and any related fees and charges, and credits for Reserve Account Awards. Your Reserve Account statement will also display your Available Balance. Your Reserve Account statement will be (i) sent to you by mail at the current address shown in our files or (ii) made available in the Pitney Bowes portal, in which case, we will notify you electronically at your current email address shown in our files that such

- statement is available 9. ADDRESS AND TELEPHONE NUMBER. If you have any questions regarding the Program or your Account, call 1-844-256-6444 during regular business hours, or write to us at Pitney Bowes Postage Reserve Account, 27 Waterview Drive, Shelton, CT 06484-7135.
- 10. BUSINESS DAYS. Our business days are Monday through Friday. Saturdays, Sundays, and national holidays are not business days.

## 11. ACCOUNT CHARGES.

RETURNED ITEM FEE. If a check that you deposited with the Bank, or an ACH direct debit you authorized, is returned unpaid by the financial institution on which it is drawn, the amount of the returned check or ACH debit, as applicable, will be charged against your Account. The Bank will charge a fee of \$50 per returned item for all deposited items returned unpaid.

INACTIVITY FEE. If your Account has had no transaction activity for twelve (12) months from the later of the date of your last transaction or date of the last annual account maintenance fee charge. as applicable, you agree to pay an annual account maintenance fee of up to \$180.

ACCOUNT SERVICE FEE. To service and provide your Account, we impose a fee of \$5 per

Statement Period. If at the end of each day in a Statement Period your Available Balance is equal to or exceeds \$500, we will waive this account service fee for the applicable Statement Period.

- 12. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. Neither Pitney Bowes nor the Bank will disclose information to third parties about your Account or the transactions you make except: a) Where necessary for completing transactions; b) To comply with applicable laws, governmental regulations, or legal process (such as a court order or subpoena); c) To our affiliates (persons that control, or are controlled by, or under common control with, the Bank or Pitney Bowes); or d) If you give us your written permission.
- 13. INCOMPLETE PAYMENTS OR TRANSFERS. We reserve the right to cancel and not make certain transfers for various reasons, including but not limited to: a) The payment or transfer would exceed the amount of money you have in your Account; b) The funds in your Account are subject to legal process or other encumbrances restricting payments and transfers, or your Account has been re-titled, closed or blocked for security purposes; or c) Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances
- 14. IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. Telephone or write us using the address and telephone number provided in Section 9 above as soon as you can, if you think your Reserve Account Statement is wrong or if you need more information about a transfer or item listed on the statement. We must hear from you no later than thirty (30) days after we sent you the FIRST statement in which the problem or error appeared. a) Tell us your name and Account number. b) 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. c) 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 ten (10) business days. We will tell you the results of our investigation within ten (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 forty five (45) days to investigate your complaint or questions. If we decide to do this, we will re-credit your Account within ten (10) business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within ten (10)
- business days, we may not re- credit your Account.

  15. OTHER TERMS AND CONDITIONS. a) Assignment/setoff. We may assign this Agreement, and the Bank may assign your Account, without obtaining your consent. You may not assign or transfer your Account or this Agreement without our prior written consent. You also agree that, subject to applicable law, we have a lien and security interest and right of setoff in your Account. This means that if you owe us money for any reason, we may take the funds owed to us from your Account and apply them to the amounts owed by you to the extent allowed by law, even without giving you prior notice. b) What law applies. This Agreement is governed by the laws of the state of Utah and applicable Federal laws. c) Provisions severability. If any provision of this Agreement is held to be invalid or unenforceable, the rest of this Agreement will not be affected. d) Legal action. If we initiate any legal action to collect money owed to us under this Agreement, you agree to pay all our costs for such action, including any reasonable attorneys' fees. e) Federal deposit insurance. Funds deposited in your Account may be insured by the Federal Deposit Insurance Corporation (FDIC). FDIC standard deposit insurance coverage amount is \$250,000 per depositor, per insured bank, for each account ownership category. Please visit the https://edie.fdic.gov for more information. f) USA PATRIOT Act. 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. Accordingly, in order to activate your Account, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening your Account to provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. In order to participate in the Program, you must provide the information described in this paragraph. You agree to provide all such requested identifying information.
- 16. AMENDMENT. We reserve the right to change the charges, fees, or other terms described in this Agreement. The Bank will notify you of any change in the terms of this Agreement by written notice at the address for the Account which is shown on the Bank's records or by electronic notice via your email address that is then on file with the Bank. You are consenting to electronic delivery of any amendments to the Program terms.
- 17. CANCELLATION. We may cancel this Agreement and your privilege to participate in the Program upon written notice that will be provided by mailing a letter or electronic delivery to the email address on file mailed to you at the current address shown in our files If we elect to cancel this Agreement, your participation in the Program will terminate, your Account will be closed, and we will refund the money in your Account (if any) by check mailed to you within thirty (30) days after the date we cancel this Agreement. You may cancel this Agreement at any time by notifying us in writing. If you do this, your participation in the Program will terminate, your Account will be closed, and we will refund the money in your Account (if any) by check mailed to you within thirty (30) days after we receive notice of your decision to cancel this Agreement. Ending this Agreement will not affect your obligations under

**FUNDS AVAILABILITY SCHEDULE FOR YOUR ACCOUNT.** Subject to the transaction limitations and the Bank's right to require notice as discussed in Section 3 above, the Bank's policy is to generally make funds from your deposits available to you within two (2) business days after the date on which we receive your deposit. We may delay the availability of deposited funds up to five (5) business days after the date upon which we receive your deposit under the following circumstances:

- We believe a deposited check or ACH credit or debit will not be paid;
- Your Account has had a negative Available Balance at any time in the last six (6)

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United States Postal Service is a registered trademark of the United States Postal Service.

Statement Periods;

 We experience an emergency, such as a failure of communications or computer equipment preventing us from depositing your funds.

Once funds are available, you may use the funds to pay for the postage meter or account refills through the Pitney Bowes Inc. Pitney Bowes Postage service, to pay for permit mail postage through the United States Postal Service EPS service and to pay for the Presort Charges, Transportation Charges, Miscellaneous Charges and other related fees and charges.

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