Arbitration Provision

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY

Under the terms of this Arbitration Provision, except as set forth below, you understand and agree that for Disputes described below:

- **You are giving up your right to go to court, including right to trial by judge or jury;**
- **You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Disputes;**
- **You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.**

YOUR RIGHT TO OPT OUT

This Arbitration Provision will apply to you, to us, and to all Disputes, as defined below, unless you opt out by providing proper and timely notice as set forth below.

Arbitration Provision. EXCEPT FOR DISPUTES THAT QUALIFY FOR AND ARE FILED IN SMALL CLAIMS COURT IN A COURT OF COMPETENT JURISDICTION, YOU AGREE THAT ALL DISPUTES OR CLAIMS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO TRANSACTIONS, SAVINGS OR TIME ACCOUNTS (SUCH AS YOUR CHECKING ACCOUNTS, SAVINGS ACCOUNTS, OR CERTIFICATE OF DEPOSITS) WITH US, ALL ACTIONS TAKEN WITH REGARD TO SUCH ACCOUNTS, AND ALL RELATED DOCUMENTS, AGREEMENTS AND SERVICES, INCLUDING BUT NOT LIMITED TO: (i) ACCOUNT OR MEMBER APPLICATIONS; (ii) SIGNATURE CARDS, ACCOUNT AGREEMENTS, AND TERMS AND CONDITIONS; (iii) DEPOSITS, WITHDRAWALS, TRANSFERS BETWEEN ACCOUNTS, ELECTRONIC FUNDS TRANSFERS, WIRE TRANSFERS, BILL PAYMENTS, OVERDRAFT LINES OF CREDIT, AND BOUNCE PROTECTION, COURTESY PAY, OR SIMILAR SERVICES; (iv) CHECK OR DRAFT PAYMENTS, PRESENTMENT, COLLECTION, HONOR, DISHONOR, RETURN, AND PROCESSING; (v) REMOTELY CREATED CHECKS, CHECKS OR DRAFT CERTIFICATION, AND CASHIER'S CHECKS OR DRAFTS; (vi) FEES, SET-OFFS, AND STOP PAYMENT ORDERS; (vii) DISCLOSURES, NOTICES, AND PERIODIC STATEMENTS; (viii) AUTHORIZATIONS, UNAUTHORIZED INSTRUMENTS, FORGERIES, ALTERATIONS, AND ERRORS; (ix) IRA AGREEMENTS OR OTHER AGREEMENTS RELATED TO TAX-ADVANTAGED ACCOUNTS; AND (x) NIGHT DEPOSITORIES (EACH A "DISPUTE"), WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION PROVISION, THE PARTIES AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. THIS ARBITRATION PROVISION IS THE ARBITRATION PROVISION REFERRED TO AND INCORPORATED BY REFERENCE BY THE TERMS AND CONDITIONS OF YOUR ACCOUNT AND THE TERMS AND CONDITIONS OVERDRAFT ADDENDUM.

Class Action Waiver. Except for Mass Arbitrations, and unless otherwise agreed by the Parties, THE PARTIES AGREE THAT ANY ACTION, INCLUDING ANY ARBITRATION REQUIRED BY THE

ARBITRATION PROVISION OR ANY PROCEEDING OR LAWSUIT THAT IS NOT OTHERWISE ARBITRABLE, WILL TAKE PLACE ON AN INDIVIDUAL BASIS. The Parties agree to waive the right to have any Dispute brought, heard, administered, resolved, or arbitrated as a class Arbitration, class action, collective action, or representative action to the maximum extent permitted by federal law or the laws of the Commonwealth of Pennsylvania. Nothing in this Arbitration Provision precludes you from bringing issues to the attention of federal, state, or local government agencies and such agencies may seek relief against us for you.

Waiver of Right to Trial by Judge or by Jury. The Parties understand and agree that (i) they have a right to have Disputes decided by a trial by judge or by jury, but the parties prefer to have them decided by an Arbitrator; (ii) they are obligated by all of the terms set forth in the Arbitration Provision; and (iii) they explicitly and knowingly give up their rights to trial by judge or by jury and instead will have them decided by Arbitration, unless the law says otherwise.

Initiating a Demand for Arbitration. Any arbitration proceeding required by the Arbitration Provision shall be initiated by either Party by sending the other a written demand for Arbitration ("Demand") via Certified mail, Federal Express, or UPS within the statute of limitations period provided by Governing Law. If we have a Dispute with you, we will send this Demand to the most recent contact information we have for you and send a facsimile copy to your email address, if one was provided. If you have a Dispute with us, your Demand must be delivered to NexTier Bank, N.A., Attention: General Counsel, 101 East Diamond Street, Butler, PA 16001, and you must send a facsimile copy of such Demand by e-mail at arbitration@nextierbank.com. To be valid, any Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the Claim(s) asserted as part of the Dispute and the factual basis for such Claim(s); (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy; (iv) the original personal signature of the individual seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the individual seeking arbitration. For purposes of this paragraph, "original personal signature" does not include any digital, scanned, electronic, copied, or facsimile signature. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (ii) the Claim(s) and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, reversing, or establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature by the party seeking arbitration shall verify under penalty of perjury that the factual statements contained in the Demand are true and correct.

For a period of sixty (60) days from receipt of a valid Demand ("Negotiation Period") (which Negotiation Period can be extended by written agreement of the parties, including by e-mail) the parties agree to negotiate in good faith in an effort to resolve the Dispute. The party receiving the Demand may request a telephone or video conference to aid in the resolution of the Dispute ("Dispute Resolution Conference"). If a Dispute Resolution Conference is requested, you (and your counsel, if represented) and one or more of our representatives (who may be accompanied by counsel as well) will personally attend the Dispute Resolution Conference. The Dispute Resolution Conference will be scheduled for a mutually convenient time for both parties, which may be outside of the Negotiation Period, in which case the parties agree the Negotiation Period will automatically be extended by thirty (30) days after such Dispute Resolution Conference.

Completion of the mandatory Dispute resolution process set forth in this Arbitration Provision ("Process") is a condition precedent to initiating any arbitration proceeding related to any Dispute. If the sufficiency of a Demand or compliance with this Process is at issue, such issues may be raised with and decided by a court of competent jurisdiction at either Party's election, and any arbitration proceeding then underway shall be stayed. A court of competent jurisdiction shall have the authority to enforce this Process as a

condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this Arbitration Provision limits the right of a Party to seek damages for non-compliance with this Process in an arbitration proceeding.

Compliance with this paragraph tolls any statute of limitations under federal law or the laws of the Commonwealth of Pennsylvania as to any Dispute that is stated in a valid Demand.

Filing a Demand for Arbitration. Upon completion of the Process and no sooner than the day after the end of the Negotiation Period, a Party seeking arbitration of any Dispute subject to this Arbitration Provision shall submit a copy of the Demand to the American Arbitration Association ("AAA"). The arbitration of any Dispute will be administered by AAA pursuant to their rules in effect on the date the arbitration proceeding is filed. The AAA rules and instructions are available on the AAA website at www.adr.org. The parties hereby agree that the Arbitrator must first be selected from AAA neutrals with a home office in Butler County, Pennsylvania or Allegheny County, Pennsylvania and must be a lawyer or former judge. If there are no AAA neutrals that fit the criteria in the immediately preceding sentence, the parties agree that the Arbitrator will be selected from AAA neutrals who are a lawyer or former judge who has a home office outside of Butler County, Pennsylvania or Allegheny County, Pennsylvania.

Mass Arbitration. The parties agree that, if twenty-five (25) or more Demands arise against a party regarding the same or substantially similar Claim(s) in a Dispute (a "Mass Arbitration"), such Demands will be arbitrated in a coordinated fashion such that the Arbitrator shall: (1) administer the Arbitration Demands together; (2) appoint one Arbitrator for the coordinated Demands; and (3) issue one set of case management, hearing and administrative fees due per side, one procedural calendar, and one hearing (if any) in a place to be determined by the Arbitrator. For avoidance of doubt, the AAA Mass Arbitration Supplementary Rules shall apply to any Mass Arbitration undertaken pursuant to this Arbitration Provision to the extent they are not inconsistent with said provision. For avoidance of doubt, each Person that is not an Affiliate of another Person named in any consolidated notice of Demands and each Person that is not a familial relation to another Person named in any consolidated notice of Demands shall constitute an individual Demand for the purpose of determining the number of Demands pursuant to the immediately preceding sentence. AAA rules shall apply to any Mass Arbitration undertaken pursuant to this paragraph to the extent they are not inconsistent with this paragraph. To the extent the parties disagree on the application of the provisions of this paragraph, either disagreeing party shall advise the Arbitrator, and the Arbitrator shall stay the Arbitration pending a determination of the applicability of this paragraph and process by a court of competent jurisdiction. In any proceeding undertaken pursuant to the immediately preceding sentence, the Prevailing Party (as defined in the next sentence) may recover Prevailing Party's reasonable attorneys' fees and costs in connection with such proceedings. "Prevailing Party" means the party who receives substantially the relief desired as a result of any legal action undertaken pursuant to this Arbitration Provision whether by dismissal, consent decree, summary judgment, final judgment, or otherwise. Notwithstanding any other provision in this Arbitration Provision, the parties agree that a court of competent jurisdiction shall have authority to enforce the terms of this paragraph with injunctive or other relief.

Preservation of Remedies. You or we can do the following without giving up the right to require arbitration: (i) seek remedies in small claims court for claims within the court's jurisdiction, unless these claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of those claims to arbitration; (ii) exercise self-help remedies and take measures that do not involve a court or arbitration, including, but not limited to, setting off against a deposit account; (iii) comply with other contractual or mandatory regulatory procedures before a claim may be brought to arbitration.

Conduct of Arbitration.

In any arbitration of a Dispute:

1. The parties may file such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the Arbitrator. Upon the filing of any dispositive motion, the Arbitrator may stay all further action and deadlines in the arbitration proceeding until deciding such motion.

2. The parties shall have the right to conduct such discovery from the opposing party or any third party that is proportional to the needs of the Dispute, considering the importance of the issues at stake, the amount in controversy, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Proportionality shall be decided by the Arbitrator when requested by either party.

3. The Arbitrator shall conduct any calls, conferences, or hearings by teleconference or videoconference, unless the Arbitrator determines or the parties agree that an in-person hearing is appropriate and necessary. Any in-person hearing will be held at a location that is reasonably convenient to both Parties. You and at least one employee of ours shall personally attend all Arbitrator calls, conferences, and hearings.

4. A party may make a written offer of judgment at least seven (7) days before the date set for the arbitration hearing.

5. Except as otherwise provided in this Arbitration Provision, the Arbitrator shall be authorized to award all remedies available in an individual lawsuit under federal law and the laws of the Commonwealth of Pennsylvania, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Judgment on the Arbitrator's award may be entered in any court of competent jurisdiction. This paragraph shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. Nothing in this Arbitration Provision shall limit any party's ability to seek public injunctive relief, whether in arbitration or in a court of competent jurisdiction, as applicable.

6. If the Arbitrator finds that a party's Claim, counter-Claim, or appeal was frivolous, asserted in bad faith, or pursued for purposes of harassment, the Arbitrator shall award the opposing party such opposing party's attorneys' fees, costs, and expenses and all amounts charged by AAA for the arbitration.

7. The Arbitrator will follow the laws of the Commonwealth of Pennsylvania. The Arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual Party's Claim(s) made in the Dispute. The Arbitrator may not award relief for or against anyone who is not a party, though the individual relief awarded by the Arbitrator may incidentally affect non-parties.

8. The parties may appeal an arbitration award that manifestly disregards Applicable Law by filing a notice of appeal with AAA within 30 days after an award is rendered and delivered to the Parties by the Arbitrator ("Appeal"). Any Appeal shall be filed and conducted pursuant to AAA rules found at: www.adr.org ("Appeal Procedure"). Any Appeal shall be heard by a single Arbitrator unless the parties agree to a multi-Arbitrator appellate panel. An Arbitrator who previously presided over any aspect of a Dispute shall be ineligible from serving as an appellate Arbitrator in that same Dispute.

Severability. Unless otherwise agreed by the parties if: (i) any Dispute is filed as a class arbitration, class action, collective action, representative action, or Mass Arbitration; and (ii) if the Class Action Waiver is held invalid or unenforceable as to such Dispute, then the Arbitration Provision does not apply to that Dispute and such Dispute must be brought in a court of competent jurisdiction. If any provision of this Section 40 other than the Class Action Waiver is held invalid or unenforceable as to a particular Dispute, then such provision shall be severed from this Arbitration Provision, and the remainder of this Arbitration Provision shall be enforceable to the maximum extent permitted by federal laws or the laws of the Commonwealth of Pennsylvania.

Applicable Law. Notwithstanding anything to the contrary in this Arbitration Provision, the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Section 40 by any Arbitrator or court of competent jurisdiction deciding any matter pursuant to this Section 40. If the FAA is found not to apply to any portion of this Section 40 by any Arbitrator or court of competent jurisdiction, then the law of the Commonwealth of Pennsylvania governs.

Right to Opt-Out. You may opt out of this Arbitration Provision by calling us toll free at 1-800-262-1088, or by sending us a written notice which includes your name(s), Account number, and a statement that you (all of you, if more than one) do not wish to be governed by this Arbitration Provision ("Opt-Out Notice"). To be effective, your written Opt-Out Notice must be sent to us by first class mail or certified mail, return receipt requested, at NexTier Bank, PO Box 1232, Butler, PA 16003, and must be signed by you (or all of you, if more than one) including the information set forth above. We must receive your telephone call or written Opt-Out Notice within forty-five (45) days after Account opening. Opt-Out Notices sent to any other address, or sent by electronic mail, will not be accepted or effective. Your decision to opt out will not affect any other provision of your Terms and Conditions. Amendments to your Terms and Conditions will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of this Arbitration Provision. If you are covered by the Military Lending Act, then you are not bound by this Arbitration Provision, and to the extent required by the Military Lending Act, nothing in this provision will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.