



CommUNITYFirst Program

Terms and Conditions

Welcome to the OceanFirst Bank CommUNITYFirst Program!

OceanFirst Bank is committed to good corporate citizenry by providing financial support to non-profit organizations throughout our footprint. One way this is accomplished is by offering our "CommUNITYFirst" Program through which donations to non-profit organizations are generated on the basis of the account balances their members and supporters maintain with us.

The document has been created to describe the overall functionality and guidelines of "CommUNITYFirst", and to confirm both what an enrolled non-profit organization can expect from OceanFirst as well as what OceanFirst can expect from the enrolled non-profit organization.

Section 1: Non-Profit Participation and Eligibility

To be considered for participation in the program, **the organization must have a tax-exempt status under section 501(c)(3) of the Federal Internal Revenue Code**, which means among other requirements, the non-profit has the primary purpose of supporting educational, religious, and/or charitable activities as described in the Code. Examples of non-profits that do not qualify for the program are political organizations, labor unions and housing associations. OceanFirst Bank reserves the right to apply additional, subjective criteria in order to determine an organization's eligibility for the program (see below).

The non-profit must, at a minimum, maintain its operating account with OceanFirst Bank. As used in this agreement, the term "operating account" is defined as the account (typically a business checking account) the non-profit uses most frequently to deposit funds and to meet its day-to-day financial obligations.

In some instances, a non-profit may be subordinate to a regional, governing entity (e.g., a local Girl Scout Troop that is governed by a regional Girl Scout Council). In these instances, it is the governing entity that must maintain its operating account with OceanFirst Bank and to which we will submit accrued donations (see Section 3 below). Notwithstanding the foregoing, OceanFirst Bank reserves the right to evaluate the organizational structures of the individual non-profits to determine their eligibility for the program.

Section 2: Non-Profit Enrollment and Un-enrollment

Enrollment in or un-enrollment from OceanFirst CommUNITYFirst may only be initiated by a representative of the non-profit who is an approved signor on the organization's operating account ("authorized representative"). At the time of enrollment, the non-profit agrees to submit the following required documents:

- An "CommUNITYFirst" Enrollment/Un-enrollment form completed in its entirety;
- A copy of the organization's W-9 form; and
- A government-issued document that confirms the organization's status as a 501(c)(3) (a non-profit)

The "CommUNITYFirst" Enrollment/Un-enrollment form may be obtained by visiting any OceanFirst Bank branch or obtained by calling our Customer Call Center (found on the bank website).

All required documentation must be presented in person to a representative at any OceanFirst Bank branch. Submission of documentation in any other manner (such as U.S. Mail) will not be considered. OceanFirst Bank reserves the right, in its sole and exclusive discretion, to deny enrollment in the program to any non-profit. If enrollment is denied, the non-profit will be notified in writing within ten (10) business days following the receipt of required enrollment documentation.

The non-profit may voluntarily un-enroll from "CommUNITYFirst" at any time. There is no cost or penalty to un-enroll. To un-enroll, an authorized representative must complete a "CommUNITYFirst" Enrollment/Un-enrollment form, specifying the un-enrollment preference. OceanFirst Bank reserves the right, in its sole and exclusive discretion, to remove or suspend a non-profit's participation in the program at any time and for an reason, including but not limited to failure of the non-profit to maintain its operating account in good standing; closure of the non-profit's operating account with the Bank; failure of the non-profit to promote OceanFirst Bank to its membership and support base; loss of 501(c)(3) status; or a change in the non-profit's charitable focus. We will notify the non-profit in writing prior to any un-enrollment action.

Upon un-enrollment, customer accounts will cease to be linked to the non-profit, and donations generated by "CommUNITYFirst" for the quarter in which un-enrollment was completed. In the event a non-profit's participation in the program is suspended and then reinstated at a later date, donations that accrue during the suspension period are forfeited.

The Bank reserves the right to terminate the "CommUNITYFirst" program at any time, for any reason, and without prior notification to enrolled non-profits and/or linked account holders.

Section 3: Donations to the Non-Profit

Quarterly donations to the non-profit are based on the average balances of OceanFirst Bank accounts that are linked to the non-profit. The non-profit becomes eligible for donations once ten (10) members or supporters of the non-profit (defined as distinct Social Security or Tax identification numbers) have one or more eligible accounts linked to the non-profit. A minimum of ten accounts must be open and linked at quarter end to maintain the non-profit's eligibility to receive donations. OceanFirst Bank accounts maintained by the non-profit are not considered in the donation calculation. However, employees and/or officers of the organization may link their

personal accounts to the non-profit in order to increase donation amounts.

The following OceanFirst Bank consumer accounts are eligible to be linked to an enrolled non-profit: consumer checking accounts, consumer statement savings, passbook savings, consumer money market accounts, consumer CDs, IRAs and business checking accounts. Accounts that are NOT eligible for linking are business money market accounts, business savings accounts, public funds, IOLTA, trusts and wealth management accounts and escrow accounts. OceanFirst Bank reserves the right, in its sole and exclusive discretion, to declare at any time any account ineligible to be linked to a non-profit.

Participating non-profits will receive a quarterly donation based on the aggregated balances in accounts linked to the non-profit on the last business day of March, June, September, and December. Donations will be calculated by applying a 0.25% APY to balances in all linked consumer and business checking accounts and 0.10% APY to all linked consumer savings or money market and .05% APY for CD accounts. Quarterly donations will be equal to one-fourth of the sum of these calculations and will be issued in the month following the end of each quarter. (This calculation and amounts are subject to change.)

An example of a donation contributions:

- 50 checking customers with a quarter end balance of \$2,500
 $(\$2,500 * 50 \text{ Accounts} * 25\text{BP}) = \$312.50 / 4 = \$78.125$
- 50 savings customers with a quarter end balance of \$10,000
 $(\$10,000 * 50 \text{ Accounts} * 10\text{BP}) = \$500 / 4 = \$125$

Contribution donated for quarter: \$203.125

Annualized contribution: \$812.50

When a participating non-profit establishes eligibility for contributions, the quarter-end balance of all eligible accounts linked to the non-profit will be calculated at the conclusion of that particular quarter to determine the contribution amount. The eligible non-profit will receive a quarterly donation as calculated above. Donations will be issued as a credit to the non-profits' operating account with OceanFirst Bank.

Please note that the account(s) of the nonprofit organization are not counted towards donation contributions.

Section 4: Accounts Linked/Un-Linked to the Non-Profit

Linking and unlinking an account to a non-profit may only be initiated by an authorized signer on the account that is being linked. Whoever links or unlinks an account to a non-profit does so on behalf of all other signers on the account, and all other signers are deemed to have given such permission to the individual linking or unlinking the account. The Bank shall have no obligation or liability to any of the other signers on the account, including but not limited to the individual linking or unlinking the account, if an authorized signer links or unlinks the account described in this paragraph. (Throughout the Agreement, "customer" refers to the account holder who links his or her Bank account to the non-profit in order to generate contributions to the non-profit.)

There are no fees or costs for the customer associated with linking or un-linking an account to a

non-profit. The linked account (and its average quarterly balance) is used only for the calculation of donations issued directly to the enrolled non-profit. In short, there is no cost to the customer when linking or un-linking an account to a non-profit organization!

An eligible consumer account may only be linked to one enrolled non-profit at any given time. The customer may un-link the account from an enrolled non-profit for the purpose of linking the account to another enrolled non-profit. In the event an account is linked to more than one non-profit during any given quarter, it is the non-profit which the account is linked on the final day of the quarter that is the beneficiary of the quarterly donation calculation.

To link an eligible consumer account to a non-profit, the customer must complete a CommUNITYFirst Account Linking Form, which is available at any OceanFirst Bank branch or from the www.OceanFirst.com website. When completed, the customer may present the form to any OceanFirst Bank branch representative. The Account Linking Form must be presented to OceanFirst Bank by an authorized signer on the customer's account. In the case of multiple accountholders, the person submitting the form (and subsequently linking the account to a non-profit) does so on behalf of all other accountholders. The Bank shall have no obligation or liability to any of the other signers on the account, including but not limited to the individual linking the account, if an authorized signer links an account as described in this paragraph.

It may require as many as five (5) business days for the consumer account to be linked to or unlinked from a non-profit. However, this timeframe is merely an estimate, and the linking or unlinking may take more or less time to be finalized.

The customer reserves the right to unlink an account to a non-profit (for the purpose of withdrawing from the CommUNITYFirst program, or to switch the link to another non-profit, at any time. The Account Linking Form must be completed and delivered to the Bank as specified above in this Section 4.

The link that connects a customer account to a non-profit will be automatically terminated by the Bank under the following conditions: the account is closed by the customer or the Bank; the account becomes dormant and subject to escheatment; the account is seized or otherwise appropriated by federal, state or local authorities; or the account no longer remains in good standing. OceanFirst Bank reserves the right, in its sole and exclusive discretion, to apply additional, subjective criteria at any time to terminate any or all account links to a non-profit.

Section 5: Program Promotion Among Non-Profit's Membership/Support Base

The enrolled non-profit agrees that it is in its own best interest to make a reasonable, tangible effort to promote "CommUNITYFirst" to its membership or support base. Examples include but are not limited to mention "CommUNITYFirst" in newsletters and other communications produced by the non-profit, inclusion of "CommUNITYFirst" program details on the non-profit's web site (including links to the "CommUNITYFirst" page on the OceanFirst Bank web site), and the display of "CommUNITYFirst" promotional materials at functions that attract members and supporters of the non-profit. Failure of the non-profit to adequately promote the "CommUNITYFirst" program to its membership and support base may result in termination of the non-profit's participation in the program.

In recognition of the non-profits' agreement to promote the OceanFirst Bank "CommUNITYFirst" program among its membership and support base, the Bank may provide support in facilitating the non-profit's promotional efforts. This support may be in the form of material that may be

customized by the non-profit, such as letters, newsletter articles, web site graphics, program ads and promotional flyers. The Bank may also underwrite the cost of the mailings of other "CommUNITYFirst" promotional activities that target the membership and support base of the non-profit. Any costs associated with these activities must be agreed upon by the Bank and non-profit in writing prior to implementation of the promotional activity. Finally, the Bank may publish a list of all enrolled non-profits on the "CommUNITYFirst" page on the Bank's web site (as permitted by the non-profit). Non-profits should be aware, however, the program activities described in this paragraph do not guarantee the Bank will undertake any or all such activities on behalf of a non-profit.

To assist the non-profit's marketing of the "CommUNITYFirst" Program to its membership or support base, the Bank may periodically provide general information in the aggregate to the non-profit to allow it to evaluate participation in the program. Examples may include the number of members and supporters who have linked accounts to the non-profit, the number of linked accounts category (checking or savings) and volume changes over defined periods of time. At no time will the Bank divulge to the non-profit any specific information, including but not limited to 'nonpublic personal information' as that term is defined in the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and its implementing regulations, about any customers who have linked accounts to the non-profit. This includes but is not limited to names of customers and their contact information, specific account types and average balances used to calculate the quarterly donation.

Section 6: Term and Termination

This agreement shall remain in full force and effect until it is terminated by either party as provided for in this Agreement. To withdraw consent and terminate this Agreement, you must un-enroll in the "CommUNITYFirst" Program as provided in Section 2. Such withdrawal of consent and termination shall be immediate upon completion of your un-enrollment from the program.

The Bank has the right to terminate this Agreement immediately (ii) with or without cause, (i) if you fail to comply with the terms of this Agreement or any other agreement you may have with us, or (iii) if you fail to comply with any other applicable rule or regulation that may relate to your accounts or the program.

Section 7: Indemnification and Liability

Except to the extent that we are liable under this Agreement, customer and the non-profit shall jointly or severally, as the case may be, indemnify, defend and hold harmless OceanFirst Bank and its officers, directors, shareholders, employees, agents, stockholders, independent contractors, parents and affiliates (collectively, "Released Parties") from and against any claims. Losses, costs, damages, demands, liabilities or expenses (including, without limitation, reasonable attorneys' fees and expenses) in any way connected to (i) customer's or non-profit's negligent or intentional misuse of the services contemplated by this Agreement, (ii) breach of any provision of this Agreement by the non-profit or customer, or (iii) customer's or a non-profit's noncompliance with any applicable law or regulation that may relate to their account(s) with the Bank or the program. Notwithstanding the foregoing, neither customer nor a non-profit is obligated to indemnify Released Parties for any damages caused by Released Parties' gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination of this Agreement.

OceanFirst Bank is not responsible for any loss, damages or injury resulting from or related to (i) any interruption in or cessation of the issuance of donations to the non-profit by the Bank or (ii) the failure of donation amounts to reach certain levels at any given time. You, and not the Bank, are solely responsible for the financial viability of the enrolled non-profit. In other words, in light of the nature of the "CommUNITYFirst" Program and the possibility a non-profit may not receive donations for the reason stated in this Agreement, non-profits should not rely on receipt of donations when undertaking financial planning for their organizations.

Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing the services as expressly provided for in this Agreement. OceanFirst Bank shall not be liable for any loss or damage of failure to perform under the program or disruption or delay in performance resulting from any cause beyond the Bank's reasonable control. Released Parties shall have no liability (whether directly or indirect, in contract, tort, or otherwise) to non-profit or customer for any losses or damages arising out of or in connection with this Agreement or the "CommUNITYFirst" Program except to the extent that any such losses or damages are due directly to the gross negligence or willful misconduct of Release Parties. In no event shall Release Parties be liable for punitive, special, incidental, consequential or other indirect damages arising out of or relating in any manner to this Agreement under any cause of action, including, without limitation, lost profits, even if the parties have been advised of the possibility of such damages.

Section 8: Miscellaneous Provisions

A party shall not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by that party. No delay or omission by a party in exercising any right or remedy shall operate as a waiver of that right or remedy or any of its other rights or remedies on future occasions.

Except as otherwise stated, this Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. All other disclosures, policies and agreements concerning your accounts that were provided or referred to you when you opened your accounts or at any time thereafter ("Other Agreements") are still valid except as otherwise stated in this Agreement. In the event of a conflict between the Agreement and any Other Agreement, this Agreement shall prevail.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing and executed by the parties. OceanFirst Bank reserves the right to add to, delete, or amend this Agreement or any portion of it at any time. The Bank may assign this Agreement and/or program to its parent corporation or to any existing or future direct or indirect subsidiaries or affiliates of the Bank or its parent corporation. Customer may not assign this Agreement in whole or in part without prior written consent of OceanFirst Bank. Any attempted assignment in violation of this Section shall be void and of no effect. This Agreement shall be governed by and construed and enforced in accordance with the laws of State of New Jersey without giving effect to the conflict-of-laws principles thereof. The parties agree that jurisdiction and venue in any legal proceedings arising out of or relating to this Agreement will exclusively be in courts of Ocean County, New Jersey. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision shall be fully severable. All notices to a non-profit or customer shall be sent to the last mailing address known to us. All notices to OceanFirst Bank shall be sent to the address on the first page of this Agreement. All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement, whether

expressly so stated or not, shall survive and remain in full force and effect.