



2275 Research Boulevard, Suite 600
Rockville, MD 20850
833-901-0058
capitalbankmd.com

01/17/2025

Dear [First Name],

We have updated our agreements and disclosures, effective February 24, 2025. Please read this letter and the enclosed materials carefully and retain them for future reference. We are available to answer any questions you may have and can be reached through your local branch or at 833-901-0058. We appreciate your business and look forward to continuing to serve your financial service needs.

Final West Town Bank Statement: Due to the upcoming system change, a final West Town Bank statement will be mailed on February 21, 2025, for all checking, savings, and money market accounts. This final statement will cover activity through February 21, 2025, and will include any interest paid (if applicable) through February 23, 2025. Once the transition to Capital Bank occurs, all statement cycles will shift to an end-of-month schedule, so this change in timing will be an important adjustment for our clients. Once your data is converted, you will no longer be able to access your previous account statements and check images online, and fees may apply to retrieve such materials, if still available, after February 21, 2025. We strongly recommend that you save or download any statements and check images you want or need for your records before February 21st at 5pm ET. Currently, Capital Bank does not charge fees for paper statements, but we, nevertheless, encourage you, whether you received paper or electronic statements from West Town Bank & Trust, to sign up to receive electronic statements (eStatements) for your new Capital Bank accounts on or after February 24, 2025. If you have any questions, contact your local branch or call us at 833-901-0058.

Consumer Deposit Accounts – Disclosures and Terms:

Following the February 21, 2025, conversion, certain West Town Bank & Trust account types will transition to Capital Bank accounts. The enclosed document titled “Disclosures and Terms of Consumer Accounts” provides a summary of the current terms that apply to your new account(s). Some of these terms may have changed from those that applied to your West Town Bank & Trust account(s). The name of the type of account you currently have at West Town Bank & Trust can be found on your monthly account statement directly above the account number.

Below is a summary identifying the West Town Bank & Trust account(s) that you may currently have and the Capital Bank account to which your current account(s) will be converting, as well as whether there may be any adverse changes:

- Basic Checking, Basic Checking Promo and Veterans Checking Accounts will convert to Capital Bank Personal Checking. **Although Capital Bank Personal Checking requires a minimum open deposit amount of \$100, Capital Bank is waiving this requirement for your converted account(s). There should be no other adverse impacts on your converted account(s) as a result of this conversion.**
- Prime Life Checking will convert to Capital Bank Personal Interest Checking. **Although Capital Bank Personal Interest Checking requires a minimum open deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on February 24, 2025, the minimum balance for earning interest will increase to \$1,000. Capital Bank, however, is granting customers whose accounts are converted to not charge the monthly service fee for existing Prime Life Checking Accounts that are converting to Capital Bank. Please refer to the enclosed Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Classic Checking Accounts will convert to Capital Bank Personal Interest Checking. **Although Capital Bank Personal Interest Checking requires a minimum open deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on February 24, 2025, the minimum balance to earn interest and avoid the \$10 monthly service fee will decrease to \$1,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Promo Checking Accounts will convert to Capital Bank Personal Interest Checking. **Although Capital Bank Personal Interest Checking requires a minimum open deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on February 24, 2025, the minimum balance to earn interest and avoid the \$10 monthly service fee will increase to \$1,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Health Savings Accounts (HSA) will convert to Capital Bank HSA Checking. **Capital Bank HSA Checking requires a minimum daily balance of \$100 to earn interest. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Passbook Savings, Junior Passbook, and Student Passbook `will convert to Capital Bank CBNK Passbook Savings. **There will be no changes with respect to the minimum balance you are required to maintain in your CBNK Passbook Savings account to avoid the**

quarterly fee of \$1.00 when we convert your Passbook Savings account, but if you had a Junior Passbook or Student Passbook account, Capital Bank requires an average quarterly minimum balance of \$100 to avoid the applicable \$1.00 quarterly service fee. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.

- Statement Savings and Junior Savings will convert to Capital Bank Personal Savings. **There will be no changes with respect to the minimum balance you are required to maintain in your Personal Savings account to avoid the monthly service fee of \$5.00 if we converted your Statement Savings account, but if you had a Junior Savings account, Capital Bank requires an average monthly minimum balance of \$100 to avoid the applicable \$5.00 monthly service fee. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Elite Money Market with a balance less than \$250,000.00 on February 21, 2025 will convert to Capital Bank's Personal Money Market. Although Capital Bank Personal Money Market requires a minimum opening deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, **on February 24, 2025, the minimum balance to earn interest and to avoid a \$15 monthly service fee will decrease to \$1,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Elite Money Market with a balance of \$250,000.00 or more on February 21, 2025 will convert to Capital Bank's High Yield Personal Money Market. Although Capital Bank High Yield Personal Money Market requires a minimum open deposit amount of \$10,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, **on February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly service fee will remain \$10,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Personal Money Market with a balance less than \$250,000.00 on February 21, 2025 will convert to Capital Bank's Personal Money Market. Although Capital Bank Personal Money Market requires a minimum open deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, **on February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly service fee will increase to \$1,000. Capital Bank, however, is granting customers whose accounts are**

converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.

- Personal Money Market with a balance of \$250,000.00 or more on February 21,2025 will convert to Capital Bank's High Yield Personal Money Market. Although Capital Bank High Yield Personal Money Market requires a minimum open deposit amount of \$10,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on **February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly service fee will increase to \$10,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Promo Money Market with a balance less than \$250,000.00 on February 21,2025 will convert to Capital Bank's Personal Money Market. Although Capital Bank Personal Money Market requires a minimum open deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on **February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly service fee will remain \$1,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Promo Money Market with a balance of \$250,000.00 or more on February 21,2025 will convert to Capital Bank's High Yield Personal Money Market. Although Capital Bank High Yield Personal Money Market requires a minimum open deposit amount of \$10,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on **February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly service fee will increase to \$10,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.**
- Premium Money Market with a balance less than \$250,000.00 on February 21,2025 will convert to Capital Bank's Personal Money Market. Although Capital Bank Personal Interest Checking requires a minimum open deposit amount of \$1,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on **February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly**

service fee will decrease to \$1,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.

- Premium Money Market with a balance of \$250,000.00 or more on February 21, 2025 will convert to Capital Bank's High Yield Personal Money. Although Capital Bank Personal Money Market requires a minimum open deposit amount of \$10,000, Capital Bank is waiving this requirement for your converted account(s). As a result of the conversion, on February 24, 2025, the minimum balance to earn interest and avoid the \$15 monthly service fee will remain \$10,000. Capital Bank, however, is granting customers whose accounts are converted a 60-day grace period to increase their minimum balances to meet the service fee waiver threshold. Please refer to the enclosed applicable Capital Bank Rate Sheet and West Town Bank & Trust Rate Sheet to determine the effect on your particular account(s). The rate(s) applicable to your account(s) may decrease as a result of this account change.

In addition to any changes highlighted in the **Disclosures and Terms of Consumer Accounts** attachment, the following provides an overview of some of the provisions where our agreements and disclosures have changed:

1. "Your Deposit Account" – the Consumer All in One Agreement and Disclosure.

The enclosed document titled "Your Deposit Account" is Capital Bank N.A.'s Consumer All in One Agreement and Disclosure ("CAOA") and, effective 5pm ET on February 21, 2025, replaces all terms and conditions of any West Town Bank & Trust account agreement and disclosures that apply to your current West Town Bank & Trust consumer account(s). The following provides important highlights from the enclosed CAOAs:

THE CONSUMER ALL IN ONE AGREEMENT AND DISCLOSURE CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCOUNT. PLEASE READ IT CAREFULLY. BY MAINTAINING AN ACCOUNT WITH US, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTAND AND AGREE TO BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS WHICH ARE APPLICABLE TO YOUR ACCOUNTS AND TO ANY AMENDMENTS WE MAY MAKE FROM TIME TO TIME. NOTE THAT THE CONSUMER ALL IN ONE AGREEMENT INCLUDES IMPORTANT DISCLOSURES, INCLUDING DISCLOSURES PROVIDED PURSUANT TO THE TRUTH IN SAVINGS ACT AND THE EXPEDITED FUNDS AVAILABILITY ACT.

The "Overdrafts" provision beginning at page 4 of the CAOAs explains how overdrafts on your account can occur and can be avoided, as well as your responsibility for overdrafts and the related fees.

We have included a description of our process for clearing checks and other transactions against your account in the “Payment order of items” provision at page 4 of the CAO. A.

Given Capital Bank’s status as a federally chartered bank, it is primarily regulated by the United States Office of the Comptroller of the Currency. Page 3 of the CAO, therefore, reflects pertinent changes to the law applicable to the CAO.

The “Claim of Loss” provision beginning at the bottom of page 6 and the “Liability” provision on page 3 of the CAO have been revised to address your obligations and our liability if you claim a credit or refund because of a forgery, alteration, or unauthorized withdrawal, as well as your indemnification obligations

Our “Funds Availability Policy” at page 4 of the CAO incorporates our disclosure starting at page 9 entitled “Your Ability to Withdraw Funds,” which provides, in part:

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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.

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 would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

The “Electronic Fund Transfers – Your Rights and Responsibilities” portion of the CAO (at page 7) addresses your rights and obligations with respect to Electronic Fund Transfers (EFT) services. To notify us in case of errors or questions about your electronic transfers, or to contact us in the event of unauthorized electronic fund transfers, you will now reach us by calling us at

301-468-8848 or writing to us at: Capital Bank, N.A., 2275 Research Blvd, Suite 600, Rockville, MD 20850.

2. Disclosure and Terms of Consumer Accounts, Consumer Rate Sheet and Fee Schedule.

Consumer Fee Schedule:

Refer to the enclosed Consumer Fee Schedule that summarizes fees and charges applicable to consumer deposit products. The New Account service fees will begin 05/01/2025. You can also find this Fee Schedule on the Integration Resource Page by visiting westtownbank.com/capital-bank.

Consumer Rate Sheet:

Refer to the enclosed Consumer Rate Sheet that summarizes interest rates applicable to consumer deposit products.

OTHER IMPORTANT INFORMATION

Discontinued West Town Bank & Trust Services

- Capital Bank does not offer an automated telephone banking system, and this service will be discontinued as part of the conversion on February 21, 2025. You can still access your account through online banking, mobile banking or by visiting a branch.

Online Banking and Personal Mobile Banking Policies, Terms, Conditions and Agreements

- The Capital Bank, NA Online Banking Disclosure & Agreement, as well as Capital Bank's Personal Mobile Banking Terms and Conditions will be presented for your acceptance upon your next login (as applicable) and replaces the West Town Bank & Trust Online Banking Disclosure & Agreement.
- For more information or to review the Online Banking Policy and Agreements, including the Retail Mobile Banking Terms and Conditions, you can visit the Integration Resource Page at westtownbank.com/capital-bank.

Frequently Asked Questions (FAQs):

To access a detailed list of frequently asked questions and answers, please visit the Integration Resource Page at westtownbank.com/capital-bank.

By continuing to maintain your deposit accounts, and the use of the services referenced in this letter if applicable, you will be deemed to have agreed to and accepted (and will therefore be bound by) the revised agreements, disclosures and terms and conditions referenced above, including any supporting documents and the revised terms will effectively replace all previously applicable predecessor agreements, disclosures, and terms and conditions as of February 24, 2025. If you have any questions regarding the updated terms, please contact us at 833-901-0058.

You can contact your local branch or call us at 833-901-0058 with any questions you may have. Thank you for being a valued customer and we look forward to continuing to serve your financial service needs.

Sincerely,
Your Team at Capital Bank

Member
FDIC