



Bank of
Blue Valley
a division of HTLF Bank

Agreements, Disclosures and Account Terms

Business Deposit Account Consolidation Guide

This book contains information regarding your Bank of Blue Valley, a division of HTLF Bank, **business** deposit accounts. Please spend some time reviewing the agreements, disclosures and account terms that will govern your accounts. Contact your banker or **TM Support** at **877.812.1566** with questions or concerns.

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Account Conversion Chart

Below is a simple chart to help you understand how your current business account(s) will be modified. **Changes will be effective beginning April 17, 2023.** Complete information regarding the new account terms and fees may be found in the following pages.

CURRENT PRODUCT	NEW HTLF BANK PRODUCT
Checking Accounts	
Business Analysis Checking Commercial Checking	Commercial Analysis Checking
Small Business Checking Community Checking Business Basic Checking Business Essentials Checking Business Complete Checking	Business Checking
Business Interest Checking	Commercial Interest Checking
IOLTA Business Checking Acct	IOLTA Checking
IBRETA Business Checking Acct	IBRETA Checking
Small Business Interest Cking	Business Interest Checking
Public Funds Checking	Public Funds Analysis Checking
Public Funds Bus Int Checking Public Funds Interest Checking	Public Funds Int Checking
Public Funds Sm Bus Int Chking	Public Funds Bus Int Checking
Money Market	
Investor Business Money Market High Yield Business Money Mkt Treasury Index Commercial MMKT Business Treasury Index MMA Business Solutions Money Mkt	Business Premium Money Market
PF Business Money Market	Public Funds Money Market
PFTreasury Index Money Market Pub FundsTreasury Index MMA	PF Premium Money Market
Savings Accounts	
HighYield Savings Bus Solutions HighYield Sav	Business High Yield Savings
Public Funds Statement Savings	Public Funds Savings
HighYield Savings	Public Funds High Yield Savings

Unchanged Account Name

If your product is shown below, the product name is unchanged; however, please review the applicable product disclosures and fee schedules for terms and conditions.

If your product is not located below or on the preceding chart of converted products, the product type and structure remain unchanged; however, the updated Business and Treasury Management Fee Schedules will apply to any specific services you use after **April 17, 2023**.

Checking Accounts

Business Checking

Advanced Small Business Checking

Commercial Interest Checking

Public Funds Analysis Checking

Money Market Accounts

Business Money Market

Business Premium Money Market

Public Funds Premium Money Market

Savings Accounts

Business Savings

Commercial Analysis Checking (200) Public Funds Analysis Checking (300)

Balance Information	Minimum Deposit to Open Account		\$100
	Minimum Balance to Avoid the Monthly Maintenance Fee		N/A
Account Fees	Monthly Maintenance Fee		\$20.00
	Deposit/Credit Fee		\$.60
	Check/Debit Fee		\$.20
	ACH Credit/Debit Fee		\$.20
	Deposited Items	On-Us Deposited Items	\$.15
		Local/Other Deposit Items	\$.15
		Canadian Deposited Items	\$6.00
	Cash Processing		\$.15/\$100
	Monthly Paper Statement Fee Per Account Per Statement Type (Activity and Analysis). No fee will be charged if this account is enrolled in eStatements within the first 30 days of account opening or account conversion. If eStatements are discontinued, a Paper Statement Fee will apply.		\$5.00
	Check Images Returned with Statement. This feature may be removed upon request.		\$5.00
Deposit Protection Assessment. This fee is charged monthly based on the average collected balance.		\$.09/\$1,000	
Borrowed Funds Fee. This fee is charged each month the account has a negative collected balance at any time during the cycle month and is calculated using the National Prime Rate plus 2% (with a floor of 7.50%).			
Earnings Credit	<p>This is an analyzed account. We will apply an earnings credit rate to your positive average daily collected balance less any applicable reserve requirement shown below. This earnings credit will be used to offset analyzed service charges. If the earnings credit applied to your account is insufficient to cover your analyzed service charges, your account will be assessed a charge for the net amount due on the 15th of the month following the month in which the services were used. Excess earnings credit does not roll over to the following service charge period. If you have multiple analyzed accounts, you may direct us to offset fees from multiple accounts to a single lead account. Non analyzed service charges are assessed at the time of service to the account that incurred the charge. Non analyzed service charges include overdraft, uncollected and non-sufficient funds fees. All service charges are disclosed in the Bank's current fee schedule. The Bank reserves the right to modify service charges and earnings credit rates at any time.</p>		
	Reserve Requirement	0.00%	
Overdraft Privilege Limit	<p>\$750 Refer to the Business Deposit Account Agreement for Terms and Conditions.</p>		

Bold indicates change

Business Checking ⁽²¹²⁾ Public Funds Business Checking ⁽³¹²⁾

Balance Information	Minimum Deposit to Open Account		\$100.00
	Minimum Balance to Avoid the Maintenance Fee		Average Daily Balance ¹ of \$1,500
Account Fees	Maintenance	Monthly Maintenance Fee	\$10.00
		Paper Statement Fee ² , per account	\$5.00
		Check Images Returned with Statement. Available upon request.	\$5.00
	Items Processed³	0 – 250	\$0
		251 – 400	\$0.50 per item or \$0 with \$25,000 Average Daily Balance ¹
		Over 400	\$0.50 per item
		Canadian Deposited Items	\$6.00
	Cash Processing	\$0.00 - \$10,000.00	\$0
\$10,000.01 +		\$0.15 per additional \$100	
Overdraft Privilege Limit	\$750.00 Refer to the Business Deposit Account Agreement for Terms and Conditions.		

¹The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

²No fee will be charged if this account is enrolled with eStatements within the first 30 days of account opening, or account conversion. If eStatements are discontinued, then a Paper Statement Fee would apply.

³All debits, credits, and deposited items are counted. Debits include checks, drafts, and all forms of electronic or preauthorized debits.

Refer to our **Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule** for other account and service fees.

Bold indicates change

Advanced Small Bus Checking ⁽²¹⁴⁾ Public Funds Advanced Small Bus Checking ⁽³¹⁴⁾

Balance Information	Minimum Deposit to Open Account		\$100.00
	Minimum Balance to Avoid the Maintenance Fee		\$2,500 daily or \$5,000 Average Daily Balance ¹
Account Fees	Maintenance	Monthly Maintenance Fee	\$5.00
		Paper Statement Fee ² , per account	\$5.00
		Check Images Returned with Statement. Available upon request.	\$5.00
	Items Processed³	0 – 250	\$0
		251 – 400	\$0.50 per item or \$0 with \$25,000 Average Daily Balance¹
		Over 400	\$0.50 per item
		Canadian Deposited Items	\$6.00
	Cash Processing	\$0.00 - \$10,000.00	\$0
\$10,000.01 +		\$0.15 per additional \$100	
Account Requirements	Business must enroll in Small Business Bundle to be eligible for account. Small Business Bundle monthly charge is \$45. This fee can be waived with average relationship balances of \$100,000 ⁵		
Overdraft Privilege Limit	\$750.00 Refer to the Business Deposit Account Agreement for Terms and Conditions.		
Small Business Bundle Features and Additional Services⁴			
InBusiness Online Banking Access		Included	
InBusiness Additional Accounts		5 Included. Subsequent accounts priced according to Treasury Management Fee Schedule	
InBusiness Additional Users		Unlimited	
ACH Origination Base-InBusiness (on up to two accounts)		Included	
ACH Origination Per Item		First 200 included. Subsequent items priced according to Treasury Management Fee Schedule	
InBusiness Wire Transfer Base		Included	
InBusiness Domestic Wire Out		First two included. Subsequent wires priced according to Treasury Management Fee Schedule	
InBusiness Account Transfers		Included	
Mobile Remote Deposit		Included	
Balance Reporting, Alerts and Notifications		Included	
InBusiness Bill Pay Monthly		Included	
InBusiness Bill Pay per Item		10 included. Subsequent payments priced according to Treasury Management Fee Schedule	

¹The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

²No fee will be charged if this account is enrolled with eStatements within the first 30 days of account opening, or account conversion. If eStatements are discontinued, then a Paper Statement Fee would apply.

³All debits, credits, and deposited items are counted. Debits include checks, drafts, and all forms of electronic or preauthorized debits.

⁴Refer to **Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule** for other account and service fees.

⁵Requires primary account ownership of non-interest-bearing deposit balances.

Bold indicates change

Commercial Interest Checking (230) Public Funds Int Checking (330)

Rate Information	Tiers	Interest Rate	Annual Percentage Yield (APY)
	\$0 - \$24,999.99	.05%	.05%
	\$25,000 - \$99,999.99	.05%	.05%
	\$100,000 - \$499,999.99	.05%	.05%
	\$500,000 - \$999,999.99+	.05%	.05%
	\$1,000,000 - \$4,999,999.99	.05%	.05%
	\$5,000,000 +	.05%	.05%
<p>Rate Accurate as of (date): 2/23/23</p> <p>The Interest rate and APY may change at any time at the bank's discretion.</p>			
Compounding & Crediting of Interest	Interest will be compounded and credited to the account monthly.		
Balance Information	We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.		
	Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).		
	Minimum Deposit to Open Account		\$100
	Minimum Balance to Avoid Monthly Maintenance Fee		N/A
Minimum Daily Balance to Obtain APY Disclosed		\$.01	
Account Fees	Monthly Maintenance Fee		\$25.00
	Deposit/Credit Fee		\$.60
	Check/Debit Fee		\$.20
	ACH Credit/Debit Fee		\$.20
	Deposited Items	On-U.S. Deposited Items	\$.15
		Local/Other Deposited Items	\$.15
		Canadian Deposited Items	\$6.00
	Cash Processing		\$.15/\$100
	Monthly Paper Statement Fee Per Account. No fee will be charged if this account is enrolled in eStatements within the first 30 days of account opening or account conversion. If eStatements are discontinued, a Paper Statement Fee will apply.		\$5.00
	Check Images Returned with Statement. This feature may be removed upon request.		\$5.00
Deposit Protection Assessment. This fee is charged monthly based on the average collected balance.		\$.09/\$1,000	
Borrowed Funds Fee. This fee is charged each month the account has a negative collected balance at any time during the cycle month and is calculated using the National Prime Rate plus 2% (with a floor of 7.50%).			
Overdraft Privilege Limit	\$750 Refer to the Business Deposit Account Agreement for Terms and Conditions.		

Bold indicates change

IOLTA Checking (237)

	Interest Rate	Annual Percentage Yield (APY)
Rate Information	.25%	.25%
	<p>Rate Accurate as of (date): 2/23/23</p> <p>The Interest rate and APY may change at any time at the bank's discretion.</p>	
	<p>Compounding & Crediting of Interest</p> <p>Interest will be compounded and credited to the account monthly.</p>	
Balance Information	<p>We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.</p>	
	<p>Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).</p>	
	Minimum Deposit to Open Account	\$100
	Minimum Balance to Avoid Monthly Maintenance Fee	N/A
Minimum Daily Balance to Obtain APY Disclosed	\$.01	
Account Fees	No Monthly Maintenance Fee	

Refer to our **Business and Commercial Miscellaneous Fee Schedule** and **Treasury Management Fee Schedule** for other account and service fees.

Bold indicates change

IBRETA Checking (238)

	Interest Rate	Annual Percentage Yield (APY)
Rate Information	.25%	.25%
	<p><i>Rate Accurate as of (date): 2/23/23</i></p> <p>The interest rate and APY may change at any time at the bank's discretion.</p>	
	<p>Compounding & Crediting of Interest</p> <p>Interest will be compounded and credited to the account monthly.</p>	
Balance Information	<p>We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.</p> <p>Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).</p>	
	<p>Minimum Deposit to Open Account</p>	\$100
	<p>Minimum Balance to Avoid Monthly Maintenance Fee</p>	N/A
	<p>Minimum Daily Balance to Obtain APY Disclosed</p>	\$0.01
Account Fees	No Monthly Maintenance Fee	

Refer to our Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule for other account and service fees.

Business Interest Checking (240) Public Funds Bus Int Checking (340)

Rate Information		Tiers	Interest Rate	Annual Percentage Yield (APY)
		\$0 - \$4,999.99	.05%	.05%
		\$5,000 - \$24,999.99	.05%	.05%
		\$25,000 - \$99,999.99	.05%	.05%
		\$100,000 +	.05%	.05%
<p>Rate Accurate as of (date): 2/23/23</p> <p>The interest rate and APY may change at any time at the bank's discretion.</p>				
Compounding & Crediting of Interest		Interest will be compounded and credited to the account monthly.		
Balance Information		We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.		
		Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).		
		Minimum Deposit to Open Account	\$100	
		Minimum Balance to Avoid the Monthly Maintenance Fee	\$7,500 daily balance or Average Daily Balance¹ of \$10,000	
		Minimum Daily Balance to Obtain APY Disclosed	\$0.01	
Account Fees	Maintenance	Monthly Maintenance Fee	\$15.00	
		Paper Statement Fee ² , per account	\$5.00	
		Check Images Returned with Statement. Available upon request.	\$5.00	
	Items Processed ³	0 – 250	\$0	
		251 – 400	\$0.50 per item or \$0 with \$25,000 Average Daily Balance¹	
		Over 400	\$0.50 per item	
		Canadian Deposited Items	\$6.00	
	Cash Processing	\$0.00 - \$10,000.00	\$0	
		\$10,000.01 +	\$0.15 per additional \$100	
Overdraft Privilege Limit		\$750.00 Refer to the Business Deposit Account Agreement for Terms and Conditions.		

¹The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

²No fee will be charged if this account is enrolled with eStatements within the first 30 days of account opening, or account conversion. If eStatements are discontinued, then a Paper Statement Fee would apply.

³All debits, credits, and deposited items are counted. Debits include checks, drafts, and all forms of electronic or preauthorized debits.

Refer to our **Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule** for other account and service fees.

Bold indicates change

Business Money Market ⁽²⁷⁷⁾ Public Funds Money Market ⁽³⁷⁷⁾

Rate Information	Tiers	Interest Rate	Annual Percentage Yield (APY)
	\$0 - \$4,999.99	.05%	.05%
	\$5,000 - \$24,999.99	.05%	.05%
	\$25,000 - \$99,999.99	.05%	.05%
	\$100,000 +	.05%	.05%
Rate Accurate as of (date): 2/23/23			
The interest rate and APY may change at any time at the bank's discretion.			
Compounding & Crediting of Interest	Interest will be compounded and credited to the account monthly.		
Balance Information	We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.		
	Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).		
	Minimum Deposit to Open Account	\$1,000	
	Minimum Balance to Avoid Monthly Maintenance Fee	\$1,000 daily balance	
Minimum Daily Balance to Obtain APY disclosed	\$0.01		
Account Fees	Monthly Maintenance Fee	\$10.00	
	Monthly Paper Statement Fee Per Account. No fee will be charged if this account is enrolled in eStatements within the first 30 days of account opening or account conversion. If eStatements are discontinued, a Paper Statement Fee will apply.	\$5.00	
	Check Images Returned with Statement. Available upon request.	\$5.00	
	Deposited Items Fee	First 25 deposited items are free, then \$0.50 per item ¹	
	Withdrawal Fee²	First 10 withdrawals are free, then \$.50 per item	

¹This fee applies regardless of the balances maintained in the account.

²Withdrawals include checks, drafts, and all forms of electronic or preauthorized debits.

Refer to our Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule for other account and service fees.

Bold indicates change

Business Premium Money Market (287)
Public Funds Premium Money Market (387)

Rate Information	Tiers	Interest Rate	Annual Percentage Yield (APY)
	Up to \$24,999.99	.05%	.05%
	\$25,000 - \$99,999.99	.05%	.05%
	\$100,000 - \$499,999.99	.05%	.05%
	\$500,000 - \$999,999.99	.05%	.05%
	\$1,000,000 - \$4,999,999.99	.05%	.05%
	\$5,000,000 +	.05%	.05%
Rate Accurate as of (date): 2/23/23			
The interest rate and APY may change at any time at the bank's discretion.			
Compounding & Crediting of Interest	Interest will be compounded and credited to the account monthly.		
Balance Information	We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.		
	Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).		
	Minimum Deposit to Open Account	\$25,000	
	Minimum Balance to Avoid Monthly Maintenance Fee	\$25,000 daily balance	
Account Fees	Minimum Daily Balance to Obtain APY disclosed	\$0.01	
	Monthly Maintenance Fee	\$15.00	
	Monthly Paper Statement Fee Per Account. No fee will be charged if this account is enrolled in eStatements within the first 30 days of account opening or account conversion. If eStatements are discontinued, a Paper Statement Fee will apply.	\$5.00	
	Check Images Returned with Statement. Available upon request.	\$5.00	
	Deposited Items Fee	First 25 deposited items are free, then \$0.50 per item ¹	
Withdrawal Fee²	First 10 withdrawals are free, then \$.50 per item		

¹This fee applies regardless of the balances maintained in the account.

²Withdrawals include checks, drafts, and all forms of electronic or preauthorized debits.

Refer to our Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule for other account and service fees.

Bold indicates change

Business Savings ⁽⁶⁰⁰⁾ Public Funds Savings ⁽⁷⁰⁰⁾

	Tiers	Interest Rate	Annual Percentage Yield (APY)
Rate Information	All Balances	.05%	.05%
	Rate Accurate as of (date): 2/23/23		
	The interest rate and APY may change at any time at the bank's discretion.		
Compounding & Crediting of Interest	Interest will be compounded and credited to the account monthly.		
Balance Information	We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.		
	Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).		
	Minimum Deposit to Open Account	\$100	
	Minimum Balance to Avoid Monthly Maintenance Fee	\$100 daily balance	
	Minimum Daily Balance to Obtain APY disclosed	\$0.01	
Transaction Limitations	Six transfers and/or withdrawals per monthly statement cycle or similar 4-week period. Transfers and/or withdrawals made by mail, messenger, ATM, or in person are unlimited. See fee schedule for Excessive Withdrawal fee details.		
Account Fees	Monthly Maintenance Fee	\$5.00	
	Monthly Paper Statement Fee Per Account. No fee will be charged if this account is enrolled in eStatements within the first 30 days of account opening or account conversion. If eStatements are discontinued, a Paper Statement Fee will apply.	\$5.00	
	Deposited Items Fee	First 25 deposited items are free, then \$0.50 per item ¹	

¹This fee applies regardless of the balances maintained in the account.

Refer to our Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule for other account and service fees.

Bold indicates change

Business High Yield Savings ⁽⁶⁸⁷⁾ Public Funds High Yield Savings ⁽⁷⁸⁷⁾

Rate Information	Tiers	Interest Rate	Annual Percentage Yield (APY)
	Up to \$24,999.99	.05%	.05%
	\$25,000 - \$99,999.99	.10%	.10%
	\$100,000 - \$499,999.99	.10%	.10%
	\$500,000 - \$999,999.99	.20%	.20%
	\$1,000,000 - \$4,999,999.99	.25%	.25%
	\$5,000,000 +	.25%	.25%
Rate Accurate as of (date): 2/23/23			
The interest rate and APY may change at any time at the bank's discretion.			
Compounding & Crediting of Interest	Interest will be compounded and credited to the account monthly.		
Balance Information	We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.		
	Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).		
	Minimum Deposit to Open Account		\$25,000
	Minimum Balance to Avoid Monthly Maintenance Fee		\$25,000 minimum daily balance
	Minimum Daily Balance to Obtain APY disclosed		\$0.01
Transaction Limitations	Six transfers and/or withdrawals per monthly statement cycle or similar 4-week period. Transfers and/or withdrawals made by mail, messenger, ATM, or in person are unlimited. See fee schedule for Excessive Withdrawal fee details.		
Account Fees	Monthly Maintenance Fee		\$10.00
	Monthly Paper Statement Fee Per Account. No fee will be charged if this account is enrolled in eStatements within the first 30 days of account opening or account conversion. If eStatements are discontinued, a Paper Statement Fee will apply.		\$5.00
	Deposited Items Fee		First 25 deposited items are free, then \$0.50 per item¹

¹This fee applies regardless of the balances maintained in the account.

Refer to our **Business and Commercial Miscellaneous Fee Schedule and Treasury Management Fee Schedule** for other account and service fees.

Bold indicates change

Business and Commercial Account Fee Schedule

Account Closing (Within 90 days of opening)	\$30.00	Safe Deposit Box - Drilling/Pulling (minimum)	\$165.00
Account Research/Balancing - per 30 min.	\$15.00	Safe Deposit Inventory (hour)	\$55.00
Account Research/Item Copy	\$6.00	Safe Deposit Box - Late Payment Fee	\$15.00
Account Transfers - Manual	\$10.00	Safe Deposit Box - Replacement Key	\$30.00
ACH Reclamations (per item)	\$20.00	Statement- Additional/Duplicate	\$5.00
ATM Non-Proprietary Usage (Exempt if in Network)	\$3.50	Statement-Returned Per Cycle	\$10.00
Canadian Deposited Items	\$6.00	Statement Snapshot	\$5.00
Cashier's Check Purchase	\$12.00	Statement Special Cut	\$10.00
Chargeback Fee	\$15.00	Statements Special Delivery	\$10.00
Chargeback Fee - Canadian	\$15.00	Stop Payment	\$35.00
Collection Items - Incoming/Outgoing	\$30.00	Subpoena Responses (per hour)	\$75.00
Copy Machine Use - per page	\$2.00	Walk In/Call In Wires	
Counter Checks - each	\$1.00	Wire In-Domestic	\$12.00
Debit Card Replacement	\$15.00	Wire In-International USD	\$15.00
Debit Card Rush Order	\$80.00	Wire In-International FX	\$15.00
Escheatment/Abandoned Account*	\$75.00	Wire Out Domestic-Repetitive	\$25.00
Excessive Withdrawal Fee Per Item	\$15.00	Wire Out Domestic-Non-Repetitive	\$30.00
Fax - Incoming/Outgoing - per page	\$2.00	Wire Out Intl-Repetitive USD	\$40.00
Foreign Check Collection Fee	\$55.00	Wire Out Intl-Non-Repetitive USD	\$50.00
Foreign Currency - per order	\$25.00	Wire Out Intl-Repetitive FX	\$35.00
Foreign Currency Exchange-Customers Only (Plus Postage)	\$25.00	Wire Out Intl-Non-Repetitive FX	\$45.00
Foreign Draft	\$55.00	Wire Drawdown	\$25.00
Garnishment/Levy Fee	\$165.00		
Inactive/Dormant Account (after 6 months) *	\$10.00		
International Service Assessment Fee with currency conversion (All Cards)	3.00%		
International Service Assessment Fee without currency conversion	3.00%		
Medallion/Signature Guarantee	\$50.00		
*Overdraft Fees	\$35.00		
• Overdraft Fee - Non-sufficient Funds			
• Returned Item Fee - Non-sufficient Funds per item per presentment			
Fees apply to transactions created by check, in-person withdrawal, recurring debit card transactions, or other electronic means.			
Overdraft Transfer (via another deposit account)	\$10.00		
Returned Item Instructions	\$10.00		

Treasury Management Fee Schedule

Account Reconciliation Services		Wire Services		Fraud Tools	
Pos Pay-Reporting Per Account	\$15.00	Wire In-Domestic	\$12.00	Security Token Set Up	\$8.00
Pos Pay-Reporting Per Item	\$0.06	Wire In-International USD	\$15.00	Security Token Monthly	\$3.00
Statement-CD Checks	\$25.00	Wire In-International FX	\$15.00	Positive Pay Setup	\$100.00
Statement-CD Checks/Deposit	\$30.00	Wire Out Domestic-Repetitive	\$25.00	Positive Pay Per Account (Check)	\$20.00
Image Archive Remote Access	\$100.00	Wire Out Domestic-Non Repetitive	\$30.00	Positive Pay Per Item (Check)	\$0.06
ACH Services		Wire Out Int-Repetitive USD	\$40.00	Payee Matching Per Item	\$0.04
ACH File Processing Setup-FTP	\$200.00	Wire Out Intl-Non Repetitive USD	\$50.00	Positive Pay Exceptions (Check)	\$1.00
ACH Origination Base-FTP	\$40.00	Wire Out Intl-Repetitive FX	\$35.00	Positive Pay Returns (Check)	\$10.00
ACH Origination Base-InBus	\$25.00	Wire Out Intl-Non Repetitive FX	\$45.00	Positive Pay Per Account (ACH)	\$20.00
ACH Origination Per Item	\$0.15	Wire Draw Down	\$25.00	Positive Pay Per Item (ACH)	\$0.06
ACH Origination Per Item - SD	\$1.00	InBusiness Commercial Online Banking		Positive Pay Exceptions (ACH)	\$1.00
ACH EDI Addenda Service	\$12.00	InBusiness Set Up	\$100.00	Positive Pay Returns (ACH)	\$10.00
ACH Returns (Originated Item)	\$10.00	InBusiness Set Up-Online	\$25.00	ACH Filter/Block Per Account	\$20.00
ACH Return Notification	\$1.00	InBusiness Online	\$20.00	(Legacy Product Offering)	
ACH Addenda Item	\$0.080	InBusiness Enterprise	\$40.00	Other	
ACH Emergency File Processing	Varies	InBusiness Commercial	\$75.00	InBusiness Stop Payment Base	No Charge
Remote Deposit Services		InBusiness Additional Account Fee	\$5.00	InBusiness Stop Payment Fee	\$20.00
eDeposit	\$40.00	InBusiness Additional Service Options		Other Services	
eDeposit Deposited Items	\$0.08	Payables		Courier: See us for availability and pricing	
eDeposit Setup	\$100.00	InBusiness Tax Payments	\$2.00		
eDeposit Tech Support (hr.)	\$165.00	InBusiness Bill Pay Monthly	\$10.00		
eDeposit Deposit Correction	\$5.00	InBusiness Bill Pay Over 10	\$0.60		
X9.37 File	\$500.00	InBusiness Wire Transfer Base	\$25.00		
Sweep/Investment Services¹		InBus Domestic Wire Out	\$15.00		
Sweep-Investment	\$100.00	InBus Intl-USD Wire Out	\$35.00		
ICS Monthly Maintenance	\$100.00	InBus Intl-FX Wire Out	\$25.00		
Sweep-Loan/Investment	\$225.00				
Sweep - Loan	\$150.00				
Target Balance Account	\$25.00				
Zero Balance Account	\$25.00				

¹ Repo, Dynamic and Loan Sweeps are not FDIC Insured, Not Bank Guaranteed, May Lose Value, Not A Deposit and are Not Insured by any Federal Government Entity

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

This Business Deposit Account Agreement and Disclosure governs all commercial deposit accounts (each individually, or collectively, referred to as your "Account") you have opened and maintain with the Division of HTLF Bank identified on the "Contact Us" page below ("Bank," "we," "us" and "our"). As used herein, "Customer," "you" and "your" refers to those who own the Account and anyone authorized to access or use the Account. This Business Deposit Account Agreement and Disclosure, together with any disclosures we provide to you regarding your Account or related agreements, including our Regulation CC Funds Availability Disclosure and any rate sheets, signature card, fee schedules and other account opening documents (each a "Schedule") collectively make up the "Agreement" that governs your Account and our relationship with you. If you open multiple Accounts, you may receive a separate Schedule of information for each Account, but the Agreement will cover all your Accounts with Bank. By opening, using or continuing to hold your Account, you acknowledge receipt of the Agreement, and you accept and agree to the terms and conditions set forth in the Agreement, as amended from time to time. See the "Contact Us" page below of this Agreement for the Bank Division's address, phone number and other contact information.

HTLF Bank Divisions operate throughout the western and midwestern sections of the United States. Each Division of HTLF Bank has a unique name that reflects our deep ties to the communities we serve. **Divisions of HTLF Bank are not separately FDIC insured.** The combined amounts you have on deposit with a Division of HTLF Bank are considered insured by the same depository institution, namely HTLF Bank. Basic FDIC insurance coverage for deposit accounts (checking, savings, money market, and certificates of deposit) is \$250,000. You may qualify for more than \$250,000 in coverage at HTLF Bank if you own deposit accounts in different ownership categories. For further information on FDIC Insurance see Section 2 (f) & (g) below.

1. Definitions; Interpretation. Unless otherwise defined herein, the following terms have the meanings stated below when used in this Agreement:

Affiliate means any entity that, whether directly or indirectly, controls, is controlled by, or is under common control, with either party to this Agreement, respectively.

Business Day means Monday through Friday, excluding federal holidays or other days on which we are authorized or required to close.

Check means any check, draft, electronic image, or other negotiable instrument, including substitute checks, deposited to or debited from your Account.

Debts means all debts and liabilities owed by Customer to Bank, whether existing now or in the future, whether direct or contingent, including, without limitation, amounts for fees or other obligations arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees related to this Agreement or any Account you maintain with us or any of our Affiliates.

Electronic Funds Transfer means any and all transactions on your Account for the electronic payment or receipt of funds, including wire transfers, ACH entries, SWIFT or the use of any other Payments Network by you or by a third party to make payments to, or receive payment from, your Account.

Hold(s) means that we put a hold on (or "freeze") some or all of the funds in your Account, meaning that we may refuse to: (i) allow withdrawals from the Account; (ii) pay Items drawn against your Account or process other Debit transactions to your Account; and (iii) accept deposits to your Account or process other Credit transactions to your Account. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold.

Item means any transaction posted to your Account, including Checks, in-person withdrawals or transfers, ATM transactions, credit or debit card transactions, preauthorized electronic funds transactions, ACH entries or any other credits or debits to your Account.

Losses means any losses, costs, liabilities, claims, damages or expenses (including reasonable attorneys' fees and court costs).

Operating Rules means rules, regulations and operating rules and operating guidelines established by any Payment Network, including the regulations and operating circulars of the Board of Governors of the Federal Reserve.

Payment Network means any money transfer or electronic payments system or network, check clearing organization, payment clearing house, real-time payments system, or card association, including NACHA, the Electronic Payments Association, the Board of Governors of the Federal

Reserve, Visa, Inc. and Mastercard Incorporated, used by us or any correspondent or intermediary bank or other third party in connection with your transactions and services provided to you using an Account.

Security Procedures shall have the meaning as set forth in the Uniform Commercial Code.

Statement means any account statement we provide relating to your Account which shows transactions that occurred in the time period covered by the Statement.

The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to "include," "includes," or "including shall be deemed to be followed by the words "without limitation."

2. Account Opening and Ownership, Access to Your Account.

- a. Account Ownership, Business Account. We may rely solely on the Account Agreement submitted by you to determine the form of ownership of your Account. If you are unable, refuse or otherwise fail to provide the information outlined below, we may refuse to open an Account, block or close your Account. Each Authorized Representative (defined below) on the Account is, acting alone, authorized to perform all the transactions available to your Account, including: (i) making deposits or withdrawals by whatever means available (including Electronic Funds Transfers) from your Account; (ii) obtaining and releasing information regarding your Account; and (iii) signing or authenticating any document in connection with your Account. You are opening your Account as a "business account," meaning that it is not a "consumer account" (i.e., accounts that are used for personal, family or household purposes) and that it is being opened in the name of a "business," including a corporation, partnership or other business or governmental entity. You agree that you will not use your Account for personal, family or household purposes.
- b. Authorized Representatives. An "Authorized Representative" is any person authorized to act on your behalf regarding the Account. At our request you must provide us with documentary evidence satisfactory to us regarding the authority of any Authorized

Representative, such as a resolution or certificate of authority that we may require. An Authorized Representative includes: (i) any person listed on the Account Agreement or designated in any resolution, certificate of authority or other documentation Bank may require, and any other person or agent acting with actual or apparent authority to transact business on your Account or otherwise to act on your behalf; (ii) any person to whom you make your unissued Checks or other paper Items or Account number(s) available for purposes of transacting business on your Account; (iii) any person to whom you make available any Security Procedures, access device or access information. We are not responsible for monitoring or restricting the actions of your Authorized Representative. You will be liable for all actions, errors, omissions, wrongdoing of an Authorized Representative concerning your Account, regardless of whether these actions exceeded the authority given to the Authorized Representative. We may rely on the instructions purportedly received by any Authorized Representative and you agree not to hold us responsible for any Losses you incur as a result of us following the instructions purportedly given to us by your Authorized Representative. We may continue to recognize your designation of an Authorized Representative or other authorization related to your Account until we have received written notice from you modifying or revoking this authorization and we have had reasonable time to act. If we receive conflicting instructions from your Authorized Representatives regarding the Account, we may place a Hold on the Account until such conflict is resolved to our satisfaction.

- c. Credit Verification. You authorize us to request and obtain one or more credit reports about Customer, any natural person that is an owner or Authorized Representative of Customer or signer on any Account, from one or more credit reporting agencies for the purposes of opening your Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency, including but not limited to, if your Account was closed for cause.

- d. Identification Notice. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify and record information that identifies each person who opens an account. When you open an Account with Bank, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other documents that will allow us to verify business and any other information we deem necessary to open your Account. For each person that is an owner or signer on an Account, we will ask that person's name, address, date of birth, social security number and other information that will allow us to verify identity, such as the person's license or other identifying documents. You agree that Bank may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of Bank.
- e. Beneficial Ownership Information. In addition to the information set forth above, under federal laws and regulations, Bank is required to collect information reasonably designed to identify and verify the beneficial owners of the legal entity, including beneficial ownership, that is the Bank's customer. Bank may, from time to time, require that you provide additional documentation to Bank to verify your identity, the authority of individuals acting on your behalf, the nature and purpose of that relationship and other matters relating to Customer's Account. A "beneficial owner" is a natural person who owns at least 25% of a legal entity or has a controlling interest in the business' assets.
- f. FDIC Insurance. Your deposits are insured up to the applicable limits under the Federal Deposit Insurance Corporation ("FDIC") insurance coverage rules based on the category of account ownership. More information and tools to determine federal deposit insurance coverage can be obtained from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). Your deposits will be insured based upon your Account relationship with Bank. The bankers at the Bank can also provide you with information about the FDIC insurance coverage on your Accounts.
- g. Special Provisions for Pass Through Accounts. If you have opened an Account on behalf of the legal or beneficial owner(s) of the funds in the Account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those legal or beneficial owner(s) may be eligible for "pass-through" insurance from the FDIC. This means the Account could qualify for more than the standard maximum amount of FDIC deposit insurance coverage. To ensure that the legal or beneficial owner(s) of the funds qualify for the appropriate amount of FDIC deposit insurance coverage as depositors, you must be able to provide a record of the interests of the actual owner(s) in accordance with the FDIC's requirements in the event Bank fails, including the records you keep on the legal or beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You agree that you will provide this information in a timely manner in order for the actual owner(s) of the Account to receive pass-through insurance coverage. You understand and agree that your failure to provide the necessary information to the FDIC may result in legal claims against you by the actual owners of the funds in the Account. If you do not provide the required information, the Account may only be insured up to \$250,000 in the aggregate with other accounts you have in the Bank and you will be responsible for any claims above this amount from the legal or beneficial owners of the funds. Notwithstanding other provisions in this Agreement, this Section survives after a receiver is appointed for Bank, and the FDIC is considered a third-party beneficiary of this Section. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such Accounts at any time. You agree that we have the right to audit your records and that you have the ability to timely produce the records and information as required by the FDIC upon request. In the event of the Bank's failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of Bank's failure. As soon as a receiver is appointed, a Hold will be placed on your Account and that Hold will not be released until the FDIC determines you have complied with its alternative recordkeeping requirements. Your failure to meet this

obligation will be considered a breach of this Agreement.

h. **Treasury Management Services Agreement.** Bank's Master Treasury Management Services Agreement and the terms and conditions for Services (collectively, the "MTMSA") govern the treasury management Services (as defined in the MTMSA) Bank provides to its customers. If Bank has executed a MTMSA with you or otherwise provides you with the Services, the MTMSA governs the Services and this Agreement continues to govern your Accounts. Should there be any conflict between the provisions of this Agreement and the provisions of the MTMSA, the provisions of the MTMSA will prevail as necessary to resolve the conflict. If you use one of these Services, you will be deemed to have accepted and agreed to be bound by the MTMSA and the terms and conditions for the Services it uses in the form provided to you, and this Agreement continues to govern your Accounts.

3. Tax Identification Number. Federal law requires us to obtain a Tax Identification Number ("TIN") for most Accounts opened with us. To avoid backup withholding tax, you must provide us with an Internal Revenue Service ("IRS") employee identification number ("EIN"), Form W-9 or Form W-8BEN. Until we have received the completed and signed Form(s) W-9 or W-8BEN and supporting information or documentation, we may either: (i) not pay interest on your Account; or (ii) pay interest and comply with the IRS backup withholding requirements. If you own your Account as a sole proprietor, upon your death we must be provided with your estate's or your beneficiary's TIN, as applicable. If this is not provided, we may either: (iii) stop paying interest on your Account after the date of your death; or (iv) withhold a portion of the interest that has been earned on your Account since the date of your death.

4. Contacting You; Notices to Bank. Notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery, or U.S. Mail. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform if Customer has enrolled in Bank's online banking services, each of which Customer agrees will be considered "*in writing*." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for

notices to Bank will be to the address for the Bank as set forth in this Agreement above or as Bank otherwise specifies to Customer in writing. Notices shall be deemed effective: (a) when received, if sent by overnight courier or hand delivery; (b) within five (5) days if sent by U.S. Mail; or (c) when sent or posted by Bank, if provided via email or posting to the Bank's online platform. Customer agrees that Bank shall have a reasonable time to act on any notice that requires Bank to make changes in how you can access or use the Account and any Services, including a change in Authorized Representatives.

5. Fees and Charges; Earnings Credits. Subject to any separate written agreement between you and us that has been signed by one of Bank's authorized officers, you agree to pay us the fees and charges (collectively, "Charges") that are applicable to your Account or for other services performed by us and provided to you as established by us from time to time. Unless other arrangements are made for the payment of Charges, or the Bank has agreed to allow you to pay Charges through account analysis or compensating balances, you authorize us to debit your Account or any other Accounts you hold with us (or any Affiliate) for the payment of any Charges related to your Account and any other Debts you owe us under the Agreement, whether or not the Charge, results in an overdraft of your Account. For Electronic Funds Transfers, we may deduct our Charges from the proceeds of such Transfers. Unpaid amounts due to us may be subject to a finance charge. We may, in our sole discretion, make changes, additions or deletions to any applicable Schedules and the Charges (including our earnings credit rate) from time to time. We will notify you of any such changes if required by applicable law. If earnings credit accrues on your Account, you will receive information regarding the earnings credit rate, and the Bank will periodically apply your accrued earnings credit to eligible Charges (unless the Bank otherwise indicates in writing). If your earnings credit exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle.

6. Available Balance, Posting Order. Your "available balance" is the amount of funds in your Account that are available to you to withdraw, transfer, to pay Checks and other Items, and for all other uses permitted under the Agreement. To determine your available balance, we will consider

all transactions that have posted to your Account, including any deposits, withdrawals, any Holds that may be in place on your Account, and pending transactions that we have authorized but not yet posted to your Account. The order of when transactions are posted to your Account impacts your available balance and may impact whether you incur overdrafts and the amount of overdraft fees you incur. Transactions may not be posted to your Account in the order in which they actually occurred, the order we received them or the order in which transactions appear in your Account history (including on your Statements). We have the right to post transactions to your Account in any order we determine. We may change the way we process and post transactions at any time regardless of any request or instruction you give us, and we may do so in our sole discretion and without notifying you unless required by applicable law.

7. Deposits to Your Account. The following terms apply to deposits and other credits to your Account:

- a. **Making Deposits.** You may make deposits in person at one of our branches, by mail, electronically, or by any other means we make available to you. In addition to any other warranties you provide to us under applicable law or under the Agreement regarding Items you deposit or cash, for each Item that you deposit or cash you warrant that: (i) all signatures on the Item are authentic and authorized; (ii) you have the right to enforce the Item; (iii) the Item has not been changed or altered; (iv) the Item is valid; and (v) there is no other claim or problem related to the Item. You authorize us to accept all Electronic Funds Transfers, Checks and other Items for deposit to your Account from anyone and at any time if they are made payable to you or to your order. We are not responsible for a deposit until we have actually received and accepted it. We may refuse to accept all or any part of any deposit in our sole discretion at any time, even after we initially accept it, or we may impose conditions on any deposit. Any deposit receipts we issue are subject to our verification of the Items deposited.
- b. **Remotely Created Checks.** A “remotely created check” is a check that is created by the payee and not signed by the account owner. You agree that you will not create any remotely created checks unless we separately agree in writing to allow such activity. If you attempt to

deposit a remotely created check in your Account, we reserve the right to accept it for deposit, refuse to accept it, or accept it as a conditional deposit until the amount is collected by the Bank, in which case our Regulation CC Funds Availability Disclosure will not apply. When you deposit a remotely created check in your Account, you warrant and agree that: (i) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (ii) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; (iii) if the check is returned, you owe us the amount of the check, regardless of when the check is returned; and (iv) you will pay all costs incurred by the Bank in depositing the check in your Account. We may take funds from your Account to pay the amount you owe us, which will reduce your Available Balance and may result in Overdrafts. In the event a warranty claim is made pursuant to Regulation CC in relation to a remotely created check you present to us, we have the right to charge any of your Accounts.

- c. **Notice of Deposits.** We do not have to notify you of any order to deposit funds to your Account (including those made by ACH or other Electronic Funds Transfer) other than the notice you receive in your Statement.
- d. **Collection Items.** We may handle checks and other paper Items as a “collection Item” instead of as a deposit. This means that instead of accepting the Item for deposit into your Account, we will send the Item to the issuer’s bank for payment and credit your Account when we receive payment for the Item. We may charge a fee for this service; see the applicable Schedule for your Account for details. If the collection Item is returned unpaid, we will return it to you.
- e. **Check Cashing.** We may require you to deposit a check or other noncash Item payable to you into your Account instead of cashing it. If we cash a check or other noncash Item for you, we may put a Hold on your Account for a corresponding amount until we collect it or until we are required to release the Hold under applicable law.
- f. **Crediting of Deposits; Returns.** All non-cash Items deposited to your Account are credited

to your Account subject to our receipt of final payment by the payor bank. When you make a non-cash deposit and we credit your Account for that deposit, this credit is provisional (temporary). We may reverse or otherwise adjust any deposit or other credit we believe has been erroneously made to your Account at any time and without prior notice to you. We have the right to charge back or otherwise debit your Account or other accounts you hold with us for any deposited Item that is returned unpaid for any reason, even if you have made withdrawals against it, if we do not receive final payment of any Item, problem related to the Item (for example, that the Item was altered, forged or unauthorized). If your available balance is not sufficient to cover the amount of the returned Item plus any applicable Charges, it may create an overdraft. You authorize us to do one or all of the following with respect to a returned Item without prior notice and at any time: (i) charge your Account or any other accounts you have with us for the amount of the returned Item, our returned Item fee, any interest paid on that Item and any other fee we pay or incur; (ii) put a Hold on your Account or any other accounts you have with us for the amount of the Item until we have resolved the claim or problem; (iii) resubmit the Item for payment by any means or attempt to collect the Item by other means; and (iv) pay any claim related to the Item. In connection with the return of an Item, we will have no duty to question the truth of facts that are being asserted, to assess the timeliness of any claim or to assert any defense. If an Item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the Item or upon any other generally accepted notification of return of the Item, in charging you for the amount of the returned Item.

- g. Restriction on In-Branch Deposits. Large cash deposits present a safety issue for Bank employees and customers, therefore, except as provided for in the terms of any treasury management Service, Bank reserves the right to refuse cash deposits to your Account that are presented at a branch location that exceed an amount established by Bank from time to time.
- h. Deposit Reconciliation. The amount of your deposit is based on the amount shown on the deposit slip or otherwise provided by you when

the deposit is made. After your deposit is made we may verify the accuracy of the deposit amount, although we reserve the right not to do so in every case. If we determine that a deposit amount is incorrect, we may adjust (credit or debit) your account for any discrepancy, although we reserve the right not to do so if the discrepancy is less than our standard adjustment amount. We may not adjust your Account unless you notify us of the discrepancy within one year of the date of your Account Statement that shows the deposit. If you do not notify us of the error or discrepancy during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount declared on the deposit receipt, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit receipt, the difference will become our property. We may change our standard adjustment amount at any time without notice to you.

8. Withdrawals From Your Account. The following terms apply to withdrawals from and other debits to your Account:

- a. Making Withdrawals. You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. We may subtract from your Account the amount of any debit Item that you or any Authorized Representative creates or approves. When you ask for a withdrawal in person, we may require you to show identification or other evidence satisfactory to us proving that you are an Authorized Representative. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, in applicable Schedules or by applicable law. We do not have to allow you to make a withdrawal from your Account if your available balance is not sufficient to cover the full amount of the withdrawal. We also may refuse to allow a withdrawal if there is a Hold on the Account, including a dispute or other legal process, the Account has been pledged as collateral for a debt, any required documentation has not been presented or you fail to repay any Debt to us.
- b. Notice of Withdrawals. Unless otherwise provided, we do not have to notify you of any withdrawal or transfer from your Account,

including any ACH debit, other than the notice you receive in your Statement.

- c. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from one of your checks to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your Statement. Checks used in these types of transactions will not be included with your Statement or otherwise returned to you.
- d. **Checks Re-Presented Electronically.** If a deposited Item is returned unpaid, we may choose to re-present the Item either in its original form or by converting it to an electronic payment and redepositing it as an ACH entry, in each case without notice to you. Checks re-presented electronically will not be included with your Statement or otherwise returned to you.
- e. **Pre-Authorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks drawn on your account under the Federal Reserve Board's Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a Check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you.
- f. **Non-Customer Check Cashing Fee and Identification.** If a person who is not a customer of ours presents a Check drawn against your Account for payment over the counter, we may require identification that meets our standards (which may include a thumbprint or fingerprint from the person) and we may charge the person a service charge for cashing the Check. We may refuse to cash

the Check and we will have no liability to you for wrongful dishonor in refusing to cash the Check if: (i) the person attempting to cash the Check refuses to comply with our identification standards or refuses to pay a service charge or (ii) we have reason to believe or we suspect that the person attempting to cash the Check is not entitled to the funds or there is some other problem with the Check.

- g. **Large Cash Withdrawals.** We may place reasonable restrictions on the time and method of any large cash withdrawal, including by cashing a Check. This may include requiring advance notice before we allow such a withdrawal. We may also impose other conditions for making large cash withdrawals, and we may refuse the cash withdrawal if you do not agree with these conditions.
 - h. **Notice Requirements.** Bank retains the right to require you to give at least seven (7) days' written notice prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right.
- 9. Electronic Funds Transfers.** The following terms apply to Electronic Funds Transfers you originate out of your Account, and that we receive into your Account, unless you have entered into a separate agreement for Electronic Funds Transfers with Bank, in which case that separate agreement will govern such Services, the origination of Payment Orders (defined below), and control to the extent of any inconsistency with the terms below. Any instructions from you to us to make such payments or Electronic Funds Transfers (including amendments and cancellations) shall be deemed "Payment Orders" as defined in the Uniform Commercial Code ("UCC").
- a. **Submitting and Accepting Payment Orders; Rejection.** We may accept a Payment Order in our sole discretion and pursuant to the terms of this Agreement. We reserve the right to refuse to accept any Payment Order for any reason, including your failure to maintain a sufficient balance in an Account or failure to use the Security Procedures when originating the Payment Order. If we reject any Payment Order, we will attempt to notify you through a status report on one of our electronic information reporting systems or by other

reasonable means within a reasonable period of time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if an Electronic Funds Transfer is returned to us, but we will have no liability to you based on any failure or delay in providing such notice. We are not obligated to re-send an Electronic Funds Transfer that is returned to us if we complied with the original Payment Order.

- b. Security Procedures. You agree to submit Payment Orders in compliance with the Security Procedures established by Bank and made available to you. You acknowledge that we offer certain Security Procedures for the origination of Payment Orders and sending Electronic Funds Transfers and that you were offered, have reviewed and chosen from among these Security Procedures, and that the Security Procedures selected by you are commercially reasonable for the type, amount and frequency of Payment Orders originated by you. Your origination of a Payment Order and use of an Electronic Funds Transfer service constitutes your agreement that such Security Procedures used by you are a commercially reasonable method of preventing unauthorized Payment Orders. We may process any Payment Order (including any cancellation or modification of a Payment Order) that we believe is transmitted or authorized by you or one of your Authorized Representatives if such Payment Order was received in compliance with Security Procedures assigned to you, whether or not authorized, if accepted by the Bank in good faith. Payment Orders received using the applicable Security Procedures assigned to you will be deemed effective as if made by you, and you will be obligated to pay us the amount of such Electronic Funds Transfers made based upon such Payment Orders, even if they are not transmitted or authorized by you. If you choose to communicate a Payment Order to the Bank in a manner that varies from the Security Procedures, and if the Bank accepts the Payment Order in good faith, then you agree to be bound by such Payment Order, whether or not authorized, and you will be deemed to have refused the Security Procedures that the Bank offers and recommends as commercially reasonable, and you will be obligated to pay the Bank the amount of such Payment Order. You agree to be bound by any Payment Order whether or
- not the Bank verifies it in compliance with the Security Procedures, if you issued the Payment Order or otherwise benefited from the Electronic Funds Transfer. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any Payment Order.
- c. Processing Payment Orders. If a Payment Order identifies a beneficiary by both name and an identifying number, and the name and number identify different persons or account holders, the Payment Order may be processed by any financial institution solely on the basis of the identifying number. If a Payment Order identifies an intermediary bank or beneficiary bank by both name and an identifying number and the name and number identify different persons, the Payment Order may be processed by any financial institution solely on the basis of the identifying number. In the absence of specific written instruction, Bank will choose the Payment Network processor and intermediary banks as necessary to carry out your Payment Order and shall have no liability for selecting such Payment Network or intermediary bank in good faith.
- d. Cancellation or Amendment. Payment Orders you submit for outgoing Electronic Funds Transfers may not be cancelled, amended or modified after it has been submitted to Bank. If Bank receives an amendment or cancellation request before the Bank has executed the Payment Order, we may, but are not required, to make a reasonable effort to act on your request. If the Bank acts on a cancellation or amendment instruction, you will indemnify the Bank from any and all Losses incurred by us relating to the cancellation or amendment. The Bank will have no liability to you or any third party if the requested cancellation or amendment is not accomplished, and you will be obligated to pay the Payment Order as transmitted.
- e. Credits Received from Electronic Funds Transfers. Credit given by us to you with respect to an ACH credit entry, wire transfer or other Electronic Funds Transfer received to your Account is provisional until we receive final settlement for such transaction through a Federal Reserve Bank. If we do not receive final settlement, we are entitled to a refund of the amount credited to your Account in connection with such Electronic Funds

Transfer, or you will otherwise reimburse us if the funds in your Account are not sufficient and the party (the originator of the entry) making payment to you via such entry will not be deemed to have paid you the amount of such Electronic Funds Transfer. We do not have to notify you of any receipt of Electronic Funds Transfers other than the notice you receive in your Statement, and we will not give notice to you of receipt of an ACH entry, wire transfer or other Electronic Funds Transfer received in your Account.

- f. Payment. You agree to pay us the amount of any Electronic Funds Transfer that we execute based on any Payment Order accepted in good faith. You also agree to pay us the amount of any Charges applicable to Electronic Funds Transfer, including those assessed by a Payment Network or other third party.
- g. Transfers in Foreign Currency; International Wire Transfers. Any Payment Order in a currency other than U.S. Dollars shall first require that you validly purchase such foreign currency from the Bank or the Bank shall purchase such amount from the Bank's Affiliate or correspondent bank. Unless otherwise agreed between the Bank and you, the value of any such Electronic Funds Transfer shall be reported to you in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such Payment Order or because of a rejection of delivery for any reason shall be charged to your Account. You agree that if the Bank utilizes the services of other banks for the purpose of giving effect to any Payment Order in foreign currency, then the Bank does so for you at your risk.

The Bank's Charges only cover our costs for international wire transfers; additional costs or fees over which we have no control may be incurred during processing and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary. You are obligated to comply with all laws relating to the transfer of funds to or from foreign countries, individuals, or agencies. Noncompliance may

result in the delay of wire transfers, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the wire transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

- h. International Wire Transfers. For Payment Orders to execute an international Electronic Funds Transfer: (a) the Bank may issue separate Security Procedures and directions relating to the origination of international wire transactions by Customer which shall replace or be in addition to those for domestic wire transfers; (b) international Electronic Funds Transfers are completed at Customer's sole risk and responsibility, including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time the Electronic Funds Transfer is made; (c) in the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee; (d) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that there will not be a charge made by some other bank or banker effecting any Electronic Funds Transfer initiated by the Bank; and (e) Customer understands that each intended beneficiary or an Electronic Funds Transfer initiated by the Bank at Customer's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Antiboycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the "OFAC List"). If the name of the intended beneficiary of a Payment Order is contained on the OFAC list, the Bank will, under no circumstances, transmit the requested Payment Order. Customer agrees that the Bank is under no obligation to transmit a Payment Order when the name of the intended beneficiary is on the OFAC List, and furthermore, Customer agrees that the Bank will not be held liable for any damages, direct or indirect, occasioned by the Bank's refusal to transmit a Payment Order to

an intended beneficiary whose name appears on the OFAC List or hold such amount of funds as required by applicable laws.

- i. Liability. In addition to our limits on liability elsewhere in this Agreement, if the Bank fails to exercise ordinary care which results in a failure, delay or improper execution of a Payment Order, the Bank's liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution; which amount shall be calculated using a rate equal to the average Federal Funds rate for that period; provided, however we shall have no liability if such failure, delay or improper execution is the result of any Payment Network.
- j. Reliance on Information In Payment Order. You are solely responsible for the content of each Payment Order and the accuracy and completeness of the information contained therein. The Bank will rely on the information contained in the Payment Order in carrying out your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by the Bank. The Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing.
- k. Returned Wire Transfers (Incoming and Outgoing). In the case where wire transfer instructions or detail (i.e., the information in the Payment Order received) does not match account information for any incoming Transfer, the funds will be returned to the originator, and you may be subject to Fees for such return. In the case where your outgoing wire detail (i.e., the information in the Payment Order that you originate to pay a third party) does not match account information for any outgoing Electronic Funds Transfer, the receiving bank may return the funds and you may be charged Fees by Bank and/or a fee by the receiving Bank.

10. Checks and Items. The terms and conditions of this section may apply to Checks and other Items that are drawn against your Account, Items that you cash or deposit or both.

- a. Endorsements. An endorsement may be necessary for the deposit transfer or negotiation of a non-cash Item you cash or

deposit in your Account. All checks and other non-cash Items deposited to your Account should be endorsed payable to the order of us for deposit only. All endorsements must appear on the back of the check or other Item within the first 1-1/2 inches from the left side of the Item when looking at it from the front. We may refuse to deposit, pay or cash any Item or accept any Item for deposit if we are unable to verify to our satisfaction that all of the necessary endorsements are present on the Item. We may, but are not required to, accept Items without such endorsement, with non-conforming endorsements or that otherwise do not meet our endorsement requirements. We will not be liable to you for accepting such Items and you will be responsible for any Losses incurred by us due to the return of the Item or any delay in processing the Item. You authorize us to supply your endorsement to any Items you present to cash that we accept for collection or deposit to your Account. You also authorize us to collect any Item that is payable to you but missing an endorsement and agree that we do not have to supply your endorsement before collecting the Item.

- b. Review of Items and Signatures. You acknowledge that we have adopted high-speed automated collection and payment procedures, like most other banks, so that we can process the greatest volume of Items at the lowest possible cost to our customers, and our procedures provide for inspection of Items, including signatures, only in certain limited circumstances. We are not required to maintain signature cards for any Account, and regardless of whether we maintain signature cards, we shall not be obligated to inspect any Item for the presence or authenticity of any signature. In light of this, you agree that we have exercised ordinary care in using such procedures and in paying an Item if we examine only those Items that we have identified for review based on our internal criteria, as it may be updated from time to time. If we inspect an Item drawn against your Account, we may use your signature provided on the Account Agreement or other documentation on file in doing so. You authorize us to store and use the information on your Account Agreement in any reasonable form we deem necessary, including any digitized signature capture process. If we return an Item because we believe it did not match a signature on file, we will not be liable

to you even if the Item was actually authorized. We will have no liability to you if we fail to detect a forgery of your signature or an alternation of one of your Items if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it. We will have no responsibility for reviewing the number or combination of signatures on or with an Item drawn against your Account, even if you specify that multiple signatures are required for Items drawn against your Account or you specify any other signature requirements, you acknowledge and agree that such requirements are only for your internal control purposes.

- c. Non-Handwritten Signatures. A “non-handwritten signature” is any mechanically reproduced signature, including without limitation facsimile signatures or other forms of mechanically reproduced signature (such as desktop publishing, digitized, or computer software generated signatures). If you use non-handwritten signatures, they will not be considered a forgery or an unauthorized signature and will be effective as your signature or endorsement whether or not you have been negligent. You agree you will have the sole responsibility for maintaining security of any non-handwritten signature and any device by which the non-handwritten signature is affixed. You will bear the entire risk for the unauthorized use of such non-handwritten signatures or device whether or not you are negligent. You further agree to indemnify and hold us harmless from and against any and all Losses we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.
- d. Check Legends and Notations, Amount of Check. We are not responsible to take action on, or for failure to notify you of, any “restrictions” on an Item (including without limitation legends, notations and other restrictive or conditional language such as “Void after 90 Days,” “Paid in Full,” “Void Over \$100” or similar statements). We may pay any Item drawn against your Account regardless of any such restrictions printed on it. If the numeric amount on an Item drawn against

your Account does not match an amount written out in words, the written amount shall prevail when paying that Item.

- e. Dates on Items. We reserve the right to pay or return Items drawn against your Account without notice to you and without any liability to you, regardless of whether an Item is “stale” (meaning that the Item bears a date more than six (6) months in the past) or the Item is not dated. If you date a Check in the future (referred to as a “postdated” check) and the Check is presented for payment before the date of the check, we may pay it or return it unpaid in our sole discretion. You further agree that we are not responsible for any Losses you sustain if we pay the check.
- f. Substitute Checks and Electronic Files Pertaining to Original Checks. 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 you receive back from us may be substitute checks. Bank reserves the right to refuse to accept a substitute check created by a person other than a bank that has not yet been transferred by another bank unless otherwise agreed to by us in writing. Bank may limit or impose conditions on your right to deposit a substitute check at any time. In no event are you authorized to identify us as a reconverting or truncating bank. You will not cash or deposit any substitute check (a paper reproduction of an original check that meets the requirements of federal law and is suitable for automated processing by banks) or image documents intended as substitute checks that have not been previously endorsed by a bank. If you cash or deposit a substitute check or a purported substitute check into your Account instead of an original check, you are liable for any Losses, we may pay or incur due to: (i) that substitute check not meeting applicable substitute check standards or (ii) duplicate payments associated with the Item.
- g. Image Copies. A financial institution on which a returned Item is drawn, also referred to as a

“returning bank,” may send us an electronic notice of return, an indemnified copy of the original Item, an image replacement document or an image (all of these referred to as an “image copy”). We may in our sole discretion receive the return of any Item you deposit or cash by image copy from the returning bank. You will be bound by an image copy just as if the original Item had been returned. If the Item you deposit or cash is a check or other paper Item, we may not be able to provide you the original should you request it. We may in our sole discretion return any Item presented to us for payment from your Account by providing the Item to the presenting bank using an image copy of the Item or other form of electronic return.

- h. Foreign Items/Foreign Currency. A “Foreign Item” is an Item that is drawn on a financial institution not chartered in the U.S. or that is payable in a foreign currency. We may, but are not required to, accept Foreign Items for deposit or collection. The Bank’s Regulation CC Funds Availability Disclosure may not apply to any Foreign Item we accept for deposit or collection. If we accept a Foreign Item for deposit or collection, the actual amount you receive will be determined using our exchange rate in effect at the time we receive payment for the Item, and will be adjusted to reflect final exchange rate. You accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the Item, and you will be responsible for any Losses incurred by us as a result of our processing the Item. If a Foreign Item we accept for deposit or collection is returned later for any reason, we will charge your Account at the applicable exchange rate in effect at the time of the return, which may be more or less than the exchange rate originally used for the deposit.
- i. Lost or Destroyed Items. We will not be liable for the loss or destruction of an Item or notice of nonpayment that is in transit or not in our possession. If an Item you cash or deposit is lost or destroyed, you agree to cooperate with us in recreating it. If you fail to cooperate with us, we may at any time without notice to you reverse or otherwise adjust any credit made to your Account for the lost or destroyed Item. If any Item you cash or deposit cannot be collected because it is lost or destroyed through no fault of ours: (i) we will have no

responsibility to you for the actions or inactions of any collecting or returning back and (ii) we may deduct the amount of that Item from your Account and we may reverse any interest we paid in connection with the deposit.

- 11. **Stop Payment Orders.** You may request us to place a stop payment order (“Stop Payment”) on Checks and other Items drawn or charged against your Account either in writing, in person, or by telephone. We may charge you a fee each time you request a Stop Payment. The content of a Stop Payment must include: (i) your name; (ii) the date of the Item; (iii) the Account number on which the Item is drawn; (iv) the exact amount of the Item; (v) the Item number (or range of numbers if applicable); (vi) the name of the payee; and (vii) any other information we request. We may, but are not required to, process a Stop Payment using only a portion of this required content. We will not be liable for failing to honor a Stop Payment if any of the information you provide that we rely upon in processing a Stop Payment is incorrect or incomplete. A confirmation letter detailing your Stop Payment will be sent to you. You must notify us immediately of any inaccuracies in the confirmation letter. A Stop Payment will only be processed if we receive it in a time and manner giving us reasonable opportunity to act upon it before we pay, accept or otherwise become accountable for the Item(s) covered by the Stop Payment. Each Stop Payment is subject to our verification that the Item described therein has not been already paid. Unless otherwise provided, each valid Stop Payment processed by us will expire six (6) months after the date you request the Stop Payment. We may, but are not required to, pay any Item covered by a Stop Payment after it expires, with no duty to notify you except for identifying the Item as paid on your Statement. A Stop Payment may be renewed for an additional six (6) month period following the date it would otherwise expire if renewed while the Stop Payment is still effective, and we may charge a fee. Each renewal is treated as an additional Stop Payment. You agree we shall have no obligation to advise you of an expiring Stop Payment. You may not stop payment on an official bank check, certified check, cashier’s check or teller’s check issued by us or request us to Stop Payment on any Item if we have already paid, accepted or otherwise become accountable for the Item. You agree to indemnify the Bank for any Losses we incur due to your Stop Payment. You assign to us all rights against the payee or other holder of the

check and agree to cooperate with us in any legal actions that we may take against such parties.

If you have told us in advance to make regular payments from your Account, you can stop any of these payments by calling Customer Service at the phone number for Bank above or write to the Bank in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. Once you have placed a Stop Payment on a pre-authorized transfer, Bank will not make any more preauthorized transfers to the person you were going to pay.

12. Insufficient Funds and Overdrafts. If there are insufficient available funds in your Account to cover any withdrawal or debit Items presented against your Account, such Items will be handled in accordance with our overdraft procedures. When an Item will overdraw your Account and cause an overdraft, we can either pay the overdraft or return the Item in our sole discretion. We are not required to make this determination more than once each day that we process Items for payment against your Account. If we choose to pay one or more overdrafts, we are not obligated to pay any future overdrafts. You agree to promptly pay the amount of any overdraft or any other negative Account balance along with any applicable Charges, including by depositing funds into your Account sufficient to cover any overdraft plus applicable Charges, if required. If an Item is presented more than once it will be treated as a separate and new presentment, and you will incur additional Charges if such Item would overdraw your Account at the time of the presentment. If you do not meet these obligations, we may charge you additional fees, close your Account, report you to a credit reporting agency or all of these. You authorize us to use the funds from any subsequent deposit to your Account to pay any overdraft and resulting fees.

Overdraft Privilege is an option for certain Accounts that are in good standing. With Overdraft Privilege, the Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks, debit Card transactions and automatic bill payments. If we choose to pay an Item that overdraws your Account with Overdraft Privilege, we will charge you a fee for the Overdraft. You also have the option to cancel Overdraft Privilege and direct the Bank to return Items that would cause an Overdraft. You will still be responsible for any applicable returned Item fees.

13. Security Interest and Setoff. You grant us a lien on and security interest in all Accounts owned by you and held with us, and any Affiliate, to secure payment of any Debts you owe to us, including any Charges we may have against you. If you fail to pay any Debt you owe to us when that Debt is due, we may enforce our lien and security interest without demand and without notifying you in advance unless applicable law requires otherwise. You agree that this includes the right to set off against all future deposits to your Account, including direct deposits of government benefits. Our enforcement of our right to deduct funds from your Account through setoff or our lien and security interest in your Account will reduce your Available Balance and may result in overdrafts, interest penalties, early withdrawal or other Charges to you. You agree that we are not liable for any Item that is dishonored because we set off a Debt against your Account and there were insufficient funds left to pay the Item. Our rights under this section do not apply if our records show to our satisfaction that you hold the Account in a representative, agency or fiduciary capacity, except to the extent the Debts being set off relate to such Account. The rights granted in this section are in addition to any other rights of the Bank, including the rights the Bank has under other security documents with you.

14. Checking Subaccounts. If your Account is a checking account we may establish on your behalf a transaction sub-account and a savings sub-account. If established, we will allocate funds between the two sub-accounts as we consider appropriate. When we receive debit Items payable from your Account, they will be charged against the transaction sub-account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. We will transfer funds from the savings sub-account back to the transaction sub-account as necessary to pay debit Items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your Account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing. All Account information will continue to be provided to you as if you had one Account, and this structure will not affect your Available Balance, Charges, FDIC insurance, interest earnings, your Statement or any other feature of your Account

Checks and other documents you use must be on forms obtained through or approved by us. You must comply with our specifications for such Items. We will not be liable for the untimely return of any Item you have issued or any presentment-related problem resulting from the failure of an Item to confirm in any respect to our specifications. We will not be responsible for losses that result from improper printing on documents we don't approve. We may refuse to accept for deposit or pay checks in a form that we cannot process using our customary equipment.

15. Interest. If your Account earns interest, we will pay interest at the annual rate of interest specified on the applicable Schedule we provide to you. The Schedule sets forth the frequency of interest payments, the frequency of interest compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. If your Account has a variable interest rate, we have the right to change the rates and Fees in accordance with the terms of the Schedule, without limits and without notice. The applicable Schedule will indicate the early withdrawal penalty for certificate of deposit Accounts, if any. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, checks). For deposits made by cash or Electronic Funds Transfers, interest begins to accrue on the Business Day of your deposit.

16. Restricting Your Account; Legal Process. We may restrict your Account upon receipt of any legal process without advance notice (unless required by applicable law) to you and without any liability to you for doing so. "Legal process" means any document that appears to have the force of law that requires us to restrict, place a Hold on, or pay out funds from, your Account. Legal process includes any subpoena, garnishment, levy, government request for information, forfeiture, seizure, bankruptcy, administrative or other order from a court or government agency relating to your Account. We may accept and act on any legal process we believe is valid, including providing information about your Account, restrict your Account, including by putting a Hold on your Account, until we determine who has the legal right to the funds in the Account (which may include requiring a court order telling us where to pay the funds), or pay funds from your Account pursuant to such legal process. Any legal process is subject to our security interest and right of setoff, and any fees or expenses we incur in responding to any

legal process may be charged against your Account as Charges.

17. Account Information. Unless otherwise provided in the Schedule for your Account, we will send or make available Statements to you on a monthly basis. You must notify us in writing within thirty (30) days if you do not receive a scheduled Statement. We will also from time to time provide to you other information related to your Account, which may include disclosures, messages and other information or data relating to the Agreement or your Account (together these are referred to as "Communications" or a "Communication"). Depending on the type of Account, we will send you Statements to your mailing address or provide you access to electronic Statements. You are responsible for notifying us of your correct mailing address or e-mail address and updating us of any changes to either address by providing us with written notice. We will provide Communications to you by sending them separately to your mailing address, including them with a Statement or, if authorized, via electronic communication. Notwithstanding any terms regarding notices under this Agreement, we will be considered to have delivered Statements and Communications we mail to you as of the second Business Day following the day a Statement or Communication was mailed to your mailing address or as of the first day a Statement or Communication was made available to you for viewing via electronic communication.

Unless otherwise prohibited by applicable law, if Account Information sent to you is returned as undeliverable, we may discontinue mailing Account Information to you until you provide a valid address to us, though they will be considered available to you as set forth in this Section above. We may destroy any Statements or Communications that are sent to you and returned as undeliverable.

18. Lost or Stolen Items. If any of your unissued checks have been lost or stolen, or someone is issuing unauthorized paper Items against your Account, or unauthorized Items occur against your Account, you must immediately notify us of this in writing. If we become aware of or we suspect any such problem, we may take one or more of the following actions: (i) close your Account and open a new account or (ii) dishonor any check you indicate or we believe may have been lost or stolen or pay such a check provided that you have instructed us to pay it (and given us the number of that check). Unless otherwise provided by

applicable law, you will be liable for any Losses that result from your failure to use ordinary care in safeguarding your unissued checks.

- 19. Freezing Your Account, Blocking or Delaying Transactions.** You agree that we may reject, freeze, reverse or delay any transaction to or from your Account or place a Hold on some or all of the funds in your Account in order to protect you or us or to comply with applicable law, including when (i) we believe your Account may be subject to irregular, fraudulent, illegal or unauthorized activity, (ii) we receive conflicting information or instructions regarding Account ownership, control or activity, or (iii) we otherwise believe that such action is necessary to avoid Losses or reduce risk to us or you. We will not be liable for any actions we take hereunder or for any costs or Charges incurred by any delay, and we may take such action without prior notice except where prohibited by applicable law. This section does not imply that the Bank has an obligation to monitor Accounts or transactions
- 20. Unauthorized Transactions and Errors.** You acknowledge that you are responsible for promptly and carefully reviewing all Statements or Communications we provide to you, (together referred to as "Account Information") and for reporting any transactions that were not authorized by you, or other error or problem with your Account for example: the payment of an unauthorized (including counterfeit) check, Item or other activity charged to your Account; unauthorized access; an unauthorized or incorrect debit or other charge to your Account; an altered Check charged to your Account; a Check with a missing or unauthorized signature; erroneous fee charges, credits, debits or other entries, including ACH entries; missing or incorrect deposits and other credits; and other problems with or activity in your Account, or errors in your Statement (each, an "Account Issue"). You agree to institute, maintain and enforce commercially reasonable procedures to prevent fraud, and misuse and unauthorized use of the Account. You agree to promptly and carefully examine and reconcile all Account Information available to you and to notify us of any Account Issue as soon as possible and to cooperate with us at your expense in any investigation of an Account Issue, including providing an appropriate affidavit or filing a police report as we may reasonably request. We may delay taking action on the Account Problem until we complete our investigation. If you fail to cooperate with us, we will be relieved of any liability for the Account Issue. Your failure to exercise reasonable care in

examining your Account Information or provide reasonably prompt notice to us may affect any rights you may have against us with respect to the Account Issue.

You must notify us of, and assert any claim you may have with respect to, any Account Issue within a reasonable time under the circumstances (not to exceed 30 days) after the date we sent or otherwise made available to you the Account Information indicating the Account Issue. If you fail to notify us promptly within this timeframe: (i) you will be deemed to have failed to exercise reasonable care and promptness in examining your Account Information; (ii) any Item charged to your Account will be deemed fully enforceable against you; (iii) we will not be obligated to re-credit or refund the amount of the Account Problem; (iv) you will hold the Bank harmless for the amount of such losses that could have been reasonably prevented; (v) we will not be liable for any subsequent Items we pay in good faith which contain an unauthorized signature or alteration by the same person unless you notify us within ten (10) calendar days after the first such Account Issue is made known to you with the Account Information; and (vi) Account Information will be considered to correctly reflect your transactions, such as deposits, withdrawals, refunds, imposition of fees, interest or dividends, and other debits and credits to your Account, unless you notify us in writing. You can notify us of any Account Issues by calling or writing to Bank at the phone number and address provided on the "Contact Us" page of this Agreement. We may, but are not required to, provisionally (temporarily) credit your Account during our investigation regarding an Account Issue for all or a portion of the amount claimed. We may reverse this credit if: (i) you fail to submit or sign documents required by us; (ii) you fail to cooperate fully with our investigation of the claim or our efforts to recover funds related to the claim; or (iii) we determine that the transaction that gave rise to the claim was proper. If you or we (or both of us together) make an error on your Account, we may fix that error without first notifying you, including without limitation when the amount of one of your Items is paid for the incorrect amount, a deposit to your Account is added incorrectly or we apply a deposit to the wrong account.

21. Protection Against Fraud and Unauthorized Transactions.

- a. Internal Controls, Notice of Lost Checks or Devices. It is your responsibility to protect:

(i) your Account Information, Account number(s) and other information related to your Account; (ii) any access device we provide for your Account (such as a debit card) or equipment that may allow access to your Account; and (iii) your checks and other paper Items. You agree to institute and maintain reasonable and effective procedures to prevent fraud, misuse and unauthorized use of your Accounts and to ensure the security of your checks and check stock, account numbers, security procedures, access devices, access to the Accounts and your internal procedures including those anti-fraud measures Bank provides or make available on our Website or through customer communications (“Anti-Fraud Measures”). You represent and warrant that you have in place and will enforce effective internal controls including Anti-Fraud Measures to ensure that the Accounts are used by your personnel only if authorized by you. You must notify us as soon as possible of any known or suspected loss, theft, or unauthorized use of your checks or any card, code, or access device. Until Bank has received and has had a reasonable opportunity to act on such notice, Bank may maintain debits and honor transactions effected in your Account (except as otherwise provided by applicable law) through the use of any such checks, card, code or device. Bank may close the Account, permit withdrawals by you or issue new evidence of an Account on such conditions as Bank may require.

- b. Risk of Loss and Controlling Risk. You acknowledge that there is a growing risk of losses resulting from unauthorized Items. In addition to the Anti-Fraud Measures you can implement on your own, we offer a variety of Services designed to assist you in reducing or stopping the incidence of check, ACH and other fraud and unauthorized activity in your Accounts. To the extent you choose not to use one of these Services or fail to implement or take Anti-Fraud Measures reasonable for your Accounts, and the use of that Service or Anti-Fraud Measure could reasonably have prevented the incidence of fraud, unauthorized activity or loss suffered by you, you will be deemed to have assumed the risk of such fraud, unauthorized activity or loss so suffered and Customer will hold the Bank harmless for such fraud, unauthorized activity or loss.

22. Our Liability. For the purposes of this section, “we,” “our” and “us” includes us and our Affiliates, officers, directors, employees and agents. We are not liable for any actions we take based on your instructions. However, we may not follow your instructions and have no liability if we reasonably believe those instructions create liability for the Bank or do not comply with common banking practices or applicable law. We are not liable for a clerical error or oversight, or an honest mistake of judgment. If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer’s signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item.

You agree that we will only be liable to you to the extent we acted with gross negligence or willful misconduct and those actions resulted in a direct financial loss to you. In no event will we be liable for (i) errors or omissions that do not result in a financial loss to you, (ii) any Losses that result from our use of customary banking practices or for any Losses provided that we have acted in good faith and with ordinary care, (iii) any action we are authorized or permitted to take by the Agreement (including without limitation making deductions to your Account or putting a Hold on your Account), even if this results in your account having insufficient funds or causes an overdraft or otherwise causes you to incur fees, expenses or damages, (iv) your misconduct, errors or negligence or an act or failure to act of any person not directly within our control, (v) anything we do in following your instructions or for not following such instructions if we reasonably believe that this would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices, and (vi) any Losses arising out of the systems and software utilized by you to initiate or process banking transactions. IN CONNECTION WITH YOUR ACCOUNT AND THE AGREEMENT, YOU AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.

Neither you or we will be deemed to be in default of any of the obligations required to be performed under the Agreement or be liable to the other for any failure, error, malfunction or delay in carrying

out any of our obligations under the Agreement because of acts beyond your or our reasonable control (including without limitation any act of God, natural disasters, accident, equipment failure, system failure, labor dispute, pandemic, the potential violation of any guideline, law, rule, regulation, order or decree of any government authority or an emergency that prevents us from operating normally, or the failure of any third party to provide any service used in connection with providing services to you under the Agreement).

Without regard to care or lack of care by you or us, you agree that you cannot commence any claim, legal action or proceeding against us regarding your Account unless you do so within one year from the date that the event giving rise to the claim first occurred. This Section will survive closing of your Account and termination of the Agreement.

23. Indemnification. For the purposes of this section, “Bank,” “we,” “our” and “us” includes us and our Affiliates, officers, directors, employees and agents. You agree to indemnify us and hold us harmless from any and all Losses resulting directly or indirectly from, arising out of or in any way connected with: (i) your use of the Account and any transaction on the Account, (ii) the Agreement and your performance under the Agreement or your breach of any terms of the Agreement, including failure to comply with applicable law, and (iii) services we provide to you under the Agreement or pursuant to your instructions (or those of your Authorized Representatives), including origination of any Electronic Funds Transfer; provided, that you shall have no obligation to indemnify us for any Losses resulting from our gross negligence, willful misconduct or bad faith. This section will survive the closing of your Account and the termination of the Agreement.

24. Amendments to the Agreement. From time to time, Bank may amend, add to or change (each, an “*Amendment*”) the terms of the Agreement. If required by applicable law, Bank will give you notice of an Amendment by any reasonable means permitted by applicable law or the terms of this Agreement, including a message within your account statement, electronic notice or posting on our website. Amendments will be effective on the date indicated in the notice; provided, that if an effective date is not indicated, the effective date will be thirty (30) calendar days from the date the notice was sent or posted. If you do not wish to be bound by the Rules as revised by an Amendment,

you may close the Account before the effective date of the Amendment. Your continued use of Account after the effective date of any Amendment will constitute your acceptance of the Agreement including the Amendment. A change in our interest rates, earnings credit rate or security or operating procedures does not constitute an Amendment of the Agreement and Bank may effect such changes at any time without prior notice to you.

25. Changes of Account Type. We may convert your Account to another type of deposit account offered by us (e.g., change the account type from a savings account to a demand account, or change the product within the same account type) at any time subject to any notice required by applicable law. If you have a high volume of activity, inappropriate activity or a negative balance or if we stop offering the type of Account you have, we may convert your Account to another type of account designed to accommodate your needs. We will provide information about any new account we open for you when we convert your Account.

26. Termination; Closing Your Account.

a. Our Right to Close. We may terminate this Agreement and close your Account or temporarily stop a service related to your Account for any reason and without notifying you in advance, unless otherwise required by applicable law. We will endeavor to provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than for cause or to prevent a loss. We may require you to close your Account and to open a new account if: (i) there is a change in Authorized Representatives; (ii) there has been a forgery or fraud reported or committed involving your Account; (iii) any Account checks are lost or stolen; (iv) you have too many transfers from your Account; or (v) any other provision of our Agreement with you is violated.

b. Your Right to Close. You may close your Account for any reason at any time by: (i) giving us written notice or (ii) submitting a request in person at any of our branches. Transferring all the money in your Account or reducing the balance in your Account to \$0.00 will not necessarily close your Account and may result in additional fees or other Items charged to your Account.

- c. Our Obligations After Closing. After your Account is closed: (i) we will not pay further interest on the Account (if your Account pays interest); (ii) we will have no obligation to accept deposits or pay any outstanding Checks or other debit Items (and you agree to hold us harmless for refusing to honor any check or other debit Item drawn on a closed Account), even if we receive or accept deposits intended for your Account after it is closed; and (iii) we may return any deposits we receive via ACH transaction to the sender; provided, that we may, but are not required to, reopen your closed Account if we receive a deposit to the Account.
- d. Your Obligations After Closing. You agree that you will not attempt to make any further deposits or authorize any further debits to your Account once it is closed. After your Account is closed, you will remain liable for: (i) any fees or other obligations incurred prior to the date your Account is closed; (ii) any fees assessed by us in the process of closing your Account; or (iii) your responsibility to maintain sufficient funds in your Account to cover any outstanding checks or other debit Items. If an Item is submitted to us for payment after your Account is closed and we pay the Item, you will be liable to us for the amount of the Item.
- e. Recurring Transactions. If you have made arrangements with a third party for recurring transactions to your Account (whether in the form of credits or debits), you must notify this third party to stop these transactions once your Account is closed. We may receive funds or other credit transactions intended for your Account after it is closed, but this does not mean your Account is "open." We will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that party in a timely fashion of your Account closure.
- f. Returning Your Account Balance. The balance remaining in your Account after it is closed will be returned to you, subject to the following conditions: (i) we may Hold any remaining Account balance until you claim it and we determine you are entitled to receive it, except as provided by State Law governing unclaimed property and (ii) any fees, claims, setoffs or other amounts will be subtracted from your Account balance before we return it to you. To

return your Account balance, we may mail you a Cashier's Check for the applicable remaining Account balance to your last known mailing address.

27. Inactive/Abandoned Accounts. An Account is "inactive" if there have been no deposits or withdrawals or other communications from you about your Account. If your Account becomes inactive, we may charge an inactivity Fee until your Account becomes active again or is closed, unless prohibited by applicable law. See the Schedule for your Account for details. The Bank reserves the right to close an Account if it is inactive for a period of time and there is a zero balance, including new Accounts that are not funded. If your Account remains inactive for a period of three (3) years, it will be considered dormant and we may charge a dormancy Fee as set forth in the applicable Schedule for your Account. Unless prohibited by applicable law, we reserve the right to cease paying interest (if applicable) and to stop sending Statements on Accounts that are dormant. Dormant accounts are subject to escheatment to the applicable state authority (in the state of Customer's last address of record with Bank) as unclaimed property in accordance with state law, and we may charge an escheatment Fee if this occurs. See the Schedule for your Account for details.

28. Death or Incompetence. You agree to notify us immediately if any Authorized Person dies or is declared incompetent by a court. We may continue to honor checks and other Items and instructions on the Account from such person until we have knowledge of the death or incompetent status, receive any documentation we request to verify the death or incompetence, and have a reasonable opportunity to act on that information. In the case of an Account owned by a sole proprietorship, we may place a Hold on the Account and refuse to permit withdrawals or accept deposits until we receive any documentation we reasonably request and determine who is entitled to the funds.

29. Arbitration Agreement.

- a. Disputes Subject to Arbitration. You and we agree that upon the election of either of us, any dispute relating in any way to your Account or transactions on the Account, or otherwise arising under this Agreement (a "Dispute") will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with

the terms of this Section (the "Arbitration Agreement"). A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, your Account, any transactions therein, and your deposit relationship with us. A "Dispute" also includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A "Dispute" does not include our collection of a credit obligation.

- b. How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, you and we agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- c. Jury Trial and Class Action Waiver. **YOU UNDERSTAND THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT.** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration,

or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

- d. Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA's website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.
- e. No Waiver of Provisional Remedies, Self-Help. This Arbitration Agreement does not limit your or our rights with respect to, and we can each exercise any lawful rights or use other available remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph

does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

- f. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.
- g. Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of the Account and the termination, amendment, or expiration of the Agreement or any relationship between the parties.

30. **Governing Law, Jury Trial Waiver, Judicial Reference.**

- a. Governing Law. The Agreement shall be governed by and construed in accordance with

federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof. This is generally the state of the banking office where we opened your Account, but we may transfer your Account to another banking office in the same state or in a different state.

- b. Claims and Disputes Not Submitted to Arbitration. With respect to all Disputes and other claims hereunder that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 29), **YOU AND WE EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW** and you consent to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. You acknowledge that we would not have opened or maintained any Account for you if this waiver of jury trial were not part of the Agreement. In those instances where California law governs a Dispute or other claim that is not submitted to arbitration pursuant to the Arbitration Agreement, or the jury trial waiver contained herein shall be held or deemed unenforceable in California, the Dispute or claim shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. Pursuant to such judicial reference, each party hereto agrees to the appointment of a single referee and shall use reasonable, good faith efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time. Any party may file an original counterpart or copy of this Section with any court as written evidence of the consent of the parties to the waiver of the

right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver.

31. Assignability. You agree that you may not to sell, assign, or pledge your Account, give a lien or security interest in your Account or otherwise transfer your Account or a portion of your Account to a third party, except with our prior written consent. If you transfer your rights in an Account as set forth above without our written consent, that transfer will not be valid or binding on Bank. Any pledge or grant of security interest in your Account we approve remains subject to any right we have under this Agreement and applicable law. If you request to assign or otherwise transfer ownership of your Account, we may require the Account be closed and a new account opened in the name of the transferee, assignee or pledgee. We may prevent you from withdrawing or transferring funds from your Account if you transfer ownership of your Account.

The Bank may sell or assign its rights and obligations under this Agreement, including your Account, without your consent, including, but not limited to, (a) pursuant to, or in connection with any merger, consolidation or acquisition involving the Bank or its parent company, or the sale or transfer of all or substantially all of the Bank's assets or stock, or (b) in connection with the sale or other disposition of the Bank's assets or liabilities to which this Agreement or your Account relates. The Bank will use reasonable efforts to notify you of any such sale or assignment as required by applicable law.

32. Disclosing Information. We acknowledge that non-public information we obtain from you in connection with providing an Account or service to you may be confidential. Bank has implemented policies, procedures, and controls to safeguard your information in accordance with applicable law and regulatory guidelines.

33. General Terms.

a. Entire Agreement. The Agreement, including any Schedule and any other document we specifically incorporate herein in writing, constitutes the entire agreement between you and us regarding your Account and supersedes any prior oral or written representations, conditions, warranties,

understandings, proposals or agreements regarding your Account.

b. Monitoring. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. In addition, we may monitor, record and retain telephone conversations, electronic messages and other data transmissions between you and us at any time and without notice, unless applicable law requires otherwise. We will have no liability for doing or failing to do so.

c. Illegal Activities. You agree to use your Account only for lawful business purposes and in compliance with applicable law, including without limitation economic sanctions laws and regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Both parties agree to be bound by the Operating Rules, where applicable. You agree not to use your Account for any illegal activity, including unlawful internet gambling or the purchase of goods or services in violation of the law. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account, put a Hold on your Account and any other accounts you have with us or both without notifying you in advance, unless otherwise required by applicable law.

d. Third Party Beneficiary. Unless otherwise expressly set forth herein, no person will be deemed to be a third party beneficiary under the Agreement.

e. Survival. The applicable terms of the Agreement continue in effect after we or you close your Account or after this Agreement is terminated.

f. Severability. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it will be stricken from the Agreement and all

other provisions of the Agreement in all other respects will remain valid and enforceable.

- g. Waiver. If we fail to exercise any of our rights under the Agreement, that failure will not waive that right or any other right, and we may still enforce all of our rights in the future.
- h. Conflicts. If the Agreement conflicts with any statements made by one of our employees or agents, the terms of the Agreement will control. To the extent that terms of this Agreement directly conflict with the terms of any other written agreement between you and us relating to any Accounts or Services provided by us, the specific terms of such other agreement shall control.
- i. Captions and Headings. Captions, headings and subheadings used in the Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of the Agreement.
- j. English Language. English is the controlling language of the Agreement. We may translate the Agreement or any documents or materials related to it into another language for the purposes of convenience. However, if there is a discrepancy between English language materials and materials in another language, the English language version is controlling unless applicable law provides otherwise.
- k. Fiduciary Relationship. Our relationship to you concerning your Account is that of debtor and creditor. No fiduciary, quasi-fiduciary or special relationship exists between you and us.

34. Electronic Execution and Agreement You and we agree that the Agreement, and any related agreements or implementation forms between you and us are hereby entered into on an interstate basis and agree that the Agreement and all related agreements and implementation forms governing any Account held by you or Services used by you are subject to the Electronic Signatures in Global and National Commerce Act and may be executed electronically, including by adoption of an electronic signature (e.g., the clicking of an "I ACCEPT" button when presented with same), and delivered by facsimile, e-mail, or other electronic method, and that the copies or counterpart signature pages (as applicable) so sent shall be treated and have the same force and effect as

delivery of a physical original with a manual signature. You agree and acknowledge that we may, at our option, send to you any record, notice, disclosure, Account Statements and other information via electronic means (including through a Service), including information that we are required by applicable law to provide to you in writing. Electronic communication methods include methods we employ that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile device text message, and posting through a Service). You consent to receive Account Statements and other notices from us electronically. You agree and acknowledge that you have sufficient hardware and software to execute, send, and receive any and all agreements, notices, disclosures, records, Statements, or other material related to its relationship with us. We shall be entitled to rely on your electronic signature as your authorization of, and agreement to, the underlying action or request. We are not obligated to, but may, however, require that you deliver a paper original of your execution of the Agreement with a manual original signature.

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

CONTACT US

HTLF Bank Division	Phone	Address	Website
Arizona Bank & Trust, a division of HTLF Bank	877.280.1857	2036 East Camelback Road Phoenix, AZ 85016	ArizBank.com
Bank of Blue Valley, a division of HTLF Bank	877.280.1862	11935 Riley Street Overland Park, KS 66213	BankBV.com
Citywide Banks, a Division of HTLF Bank	877.280.1859	1800 Larimer Steet, Suite 100 Denver, CO 80202	CitywideBanks.com
Illinois Bank & Trust, a division of HTLF Bank	877.280.1853	4571 Guilford Road Rockford, IL 61107	IllinoisBank.com
Minnesota Bank & Trust, a division of HTLF Bank	877.280.1860	7701 France Avenue South, Suite 110 Edina, MN 55435	MNBankandTrust.com
Premier Valley Bank, a division of HTLF Bank	877.280.1863	255 East River Park Circle, Suite 180 Fresno, CA 93720	PremierValleyBank.com
Wisconsin Bank & Trust, a division of HTLF Bank	877.280.1855	119 Junction Road Madison, WI 53717	WisconsinBankandTrust.com

Regulation CC Funds Availability Disclosure

This Regulation CC Disclosure is applicable to HTLF Bank who will be referred to as we, us or Bank.

YOUR ABILITY TO WITHDRAW FUNDS AT THE BANK. 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. Funds from 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/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We do not have deposit cutoff times established for our branches; rather we will accept deposits until closing.

If you make a deposit on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the bank is closed or on a day, we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after the day we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Holds on Other Funds. If we cash a check for you that is drawn on another financial institution, 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 financial institution, 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.

Longer Delays May Apply. The Bank reserves the right to delay your ability to withdraw funds deposited by check into your account for an additional number of days under certain circumstances. If we choose to take this action, we will notify you of the delay and we will tell you when funds will be available. Generally, funds will be available no later than the seventh business day after the day of deposit. We may impose these longer delays for any of the following reasons:

- You deposit checks totaling more than \$5,525 on any one day.

- You redeposit a check that was previously returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as a failure of computer or communications equipment.

Special Rules for New Accounts. If you are a new customer, the following special rules apply during the first 30 calendar days your account is open:

Funds from electronic direct deposits to your account will be available the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, 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 (e.g. the checks must be payable to you). The excess over \$5,525 will be available on the seventh business day after the day of deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on the Bank will be available on the second business day after the day of your deposit.

Funds from all other check deposits will be available not later than the seventh business day after the day of deposit.

Deposits at Automatic Teller Machines. Deposit services may not be available at all terminals.

- For deposits (cash and checks) made at ATMs owned or operated by the Bank, the first \$225 of your deposit will be available immediately. The portion of your deposit over \$225 will be available on the first business day after the day of your deposit, unless it is subject to one of the exceptions mentioned above. ATMs owned or operated by the Bank will be labeled as such.
- For deposits (cash and checks) made at a non-proprietary ATM (i.e. an ATM not owned or operated by the Bank) the funds will be available the next business day, unless it is subject to one of the exceptions mentioned above. This rule does not apply to ATMs owned or operated by the Bank.

Substitute Check Policy Disclosure

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 checks 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 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 you 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 the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your 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 the Bank at the contact information listed below:

HTLF Bank Division	Phone	Address
Arizona Bank & Trust	877.280.1857	2036 East Camelback Road Phoenix, AZ 85016
Bank of Blue Valley	877.280.1862	11935 Riley Street Overland Park, KS 66213
Citywide Banks	877.280.1859	1800 Larimer Street Suite 100 Denver, CO 80202
Illinois Bank & Trust	877.280.1853	4571 Guilford Road Rockford, IL 61107
Minnesota Bank & Trust	877.280.1860	7701 France Avenue South Suite 110 Edina, MN 55435
Premier Valley Bank	877.280.1863	255 East River Park Circle Suite 180 Fresno, CA 93720
Wisconsin Bank & Trust	877.280.1855	119 Junction Road Madison, WI 53717

You must contact the Bank 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 claim must include:

- A description of why you 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.

HTLF Bank is MEMBER FDIC