



# **Flagstar Private Bank Business Bank Account Agreement and Disclosures**

Effective Date: February 2, 2024

**FLAGSTAR BANK, N.A. – PRIVATE BANK**

**Business Bank Account Agreement and Disclosures Booklet**

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## PART I: INTRODUCTION

This Business Bank Account Agreement and Disclosures booklet contains the terms and conditions governing business deposit accounts maintained by Clients of the Private Bank at Flagstar Bank, N.A. (“**Bank**”, “**we**”, “**us**”, or “**our**”). Client’s Account is governed by the following documents (each as currently in effect) which are hereby incorporated by reference and treated as a single agreement (collectively, this “**Agreement**”):

1. the Schedule of Fees and Service Charges for Business Accounts, as well as any other fee schedule (“**Fee Schedule**”);
2. the applicable interest rate sheet, if any;
3. any applicable privacy notice(s) (“**Privacy Notice(s)**”) and any additional account or product agreements and disclosures (together with the Privacy Notices, “**Additional Disclosures**”);  
and
4. this Business Bank Account Agreement and Disclosures Booklet.

Except as otherwise expressly provided in this Agreement, to the extent of any conflict within this Agreement, the foregoing documents will govern in the order listed above. To the extent of any conflict between this Agreement and the Business Product Terms and Conditions (“**Product Terms**”), the order of precedence is as set forth in the Product Terms.

“**Client**”, “**you**”, or “**your**” refers to Bank’s customer (whether a person, partnership, corporation, limited liability company, association, joint venture, estate, trust, cooperative, foundation, society, political party, union, firm, enterprise, association, organization, entity, including by operation of law, or any other person) identified on Bank’s records as an owner of the Account.

Client’s use of an Account confirms Client’s receipt of, and agreement to be bound by, this Agreement. Client should retain a copy of this Agreement and any other documentation related to this Agreement for Client’s records.

## PART II: ESTABLISHING AN ACCOUNT

### 1. Establishing an Account

- (a) **General**. An Account is established on Bank’s books and records when: (i) Bank has accepted Client’s Account application; (ii) Client has received a copy of this Agreement; and (iii) Bank has received any other supplemental documents that Bank may require to establish an Account. Notwithstanding the foregoing, if Bank establishes the Account and accepts any deposit or processes any other transaction, then the Account is considered to be established and subject to this Agreement.
- (b) **Account Use**. Client agrees to use the Account for business purposes only and not for personal, family, or household use. Client must properly complete and submit any Account application and supporting documentation in accordance with Bank’s instructions and requirements. Bank reserves the right to reject Client’s Account application for any reason.

Client's use of the Account must at all times comply with this Agreement and Applicable Law.

- (c) FDIC Insurance. The Account is eligible for insurance by the Federal Deposit Insurance Corporation ("**FDIC**") up to the maximum amount permitted by FDIC regulations. For FDIC insurance information for Fund Accounts, please see Part XII.
- (d) Minimum Balances. Accounts are subject to the minimum opening balance requirements and the minimum balance requirements set forth in the Fee Schedule. Failure to maintain the applicable minimum balance may result in a fee, as set forth in the Fee Schedule.

## 2. Account Types and Sub-accounts

- (a) Account Types. The Account may be subject to specific terms set forth in this Agreement based on the type of Account Client opens. Eligibility requirements or other limitations may apply to certain Account types. The following Account types are offered by Bank in accordance with this Agreement:
  - i. Interest-bearing checking Accounts.
  - ii. Non-interest-bearing checking Accounts.
  - iii. Money market Accounts.
  - iv. NOW Accounts.
  - v. CDs.
  - vi. Certain Escrow Accounts.
  - vii. Fund Accounts.
- (b) Sub-accounts. Bank may maintain within an Account one or more sub-ledgers solely for Bank's administrative convenience or to facilitate Client's record-keeping activities. The existence of any such sub-accounts does not affect the Account terms, including the Available Balance, interest earned, if any, or FDIC insurance eligibility, and Bank's rights with respect to setoff, attachment, and security interest apply to the entire Account, including any sub-accounts. Except as required by Applicable Law or otherwise agreed to by Bank, Bank does not provide separate Statements for sub-accounts.

## 3. Account Ownership, Authorized Signers, and Authorized Representatives

- (a) Entity Account Ownership. If Bank's records list Client as the owner of the Account, then Client, and not any individual director, shareholder, member, or partner of Client, is the owner of the Account. If a Client's employee is identified in Bank's records as an owner or a co-owner of an Account but does not sign any Account-related documentation (including the Account application), Bank still may, in Bank's sole discretion, determine to treat such employee as an owner or a co-owner of that Account. Bank is not liable to

anyone as a result. Unless otherwise required by Applicable Law, Bank recognizes no ownership interest of any third party to an Account.

(b) Authorized Signers; Authorized Representatives.

- i. Prior to the opening of the Account, Client will have provided Bank with any requested entity resolutions, certificates, and other documentation demonstrating to Bank's satisfaction that Client duly has authorized one or more individuals to: (A) enter into this Agreement and any other agreements or documents relating to Accounts; and (B) open, manage, or close Accounts (an "**Authorized Signer**"). Client agrees to designate, in the manner required by Bank, the number, seniority, contact information, and type of Authorized Signers as required by Bank from time to time in Bank's sole discretion. Bank may rely on the accuracy and completeness of all resolutions, actions by written consent, signature cards, certificates, and other documents Client delivers to Bank in connection with the Account. Bank undertakes no obligation to verify whether Client has duly authorized its Authorized Signers in accordance with Applicable Law or Client's entity governance policies and procedures.
- ii. Authorized Signer may designate one or more individuals authorized to initiate, receive, verify, cancel, or amend Payment Orders, or otherwise initiate transactions on the Account (an "**Authorized Representative**"). Client agrees to designate, in the manner required by Bank, the number, seniority, contact information, and type of Authorized Representatives as required by Bank from time to time in Bank's sole discretion. Bank undertakes no obligation to verify whether Client has duly authorized its Authorized Representatives in accordance with Applicable Law or Client's entity governance policies and procedures.
- iii. Unless otherwise required by this Agreement or Applicable Law, Bank undertakes no obligation to verify that any information, including contact information, provided by Client purportedly related to an Authorized Signer or Authorized Representative is complete, correct, and current. Until such time as Bank processes any updates to Client's Authorized Representatives, Bank is entitled to rely on designations of Authorized Representatives made by the Client, and Bank will not be liable for any Losses arising from Client's failure to comply with this Section II.3(b). Client may change the Authorized Signers or the Authorized Representatives from time to time by giving Bank prior written notice thereof and providing any documentation required by Bank. Any such notice purporting to be certified by an Authorized Signer of Client and whose signature is so verified is deemed to have been certified by such Authorized Signer and to have been executed on behalf of, and is binding upon, Client. No such notice will become operative before Bank acknowledges it in writing.



## PART III: USING THE ACCOUNT

### 1. Depositing Funds to the Account

- (a) Accepting Deposits. Bank is authorized to accept for the Account all Checks and other Items payable to Client. Bank may rely on the Account number on any deposit slip, payment instruction, or similar record Bank receives, even if that account number is associated with a name that is different from the name Client has provided. For purposes of counting Items for Transaction Fees set forth in the Fee Schedule, each deposit transaction at a Financial Center or a Bank ATM is counted as an Item separately from, and in addition to, each Item presented for deposit (i.e., each Check associated with a deposit transaction is counted in addition to the transaction as a separate item). Bank is not responsible for detecting any inconsistency between the Account number Client provides and the name included on any such record.
- (b) Verifying Deposits. All Checks and other deposits Client makes are subject to verification by Bank. This verification will occur after Bank receives the deposit from Client. Any receipt Bank provides to Client at the time Client makes a deposit is not a verification of the amount of the deposit or the Checks included in the deposit. If the amounts stated on the deposit slip do not conform to the amounts of each of the Checks and currency accompanying that deposit slip, then Bank may, in its sole discretion and solely as a courtesy to Client, correct the deposit slip and send Client a notice of such correction within a reasonable time. Bank is not responsible for any Checks listed on the deposit slip that are missing when Bank verifies the amount of the deposit. Client acknowledges that reasonable commercial standards do not require Bank to inspect every Check Bank receives for deposit. If Bank returns a Check because Bank believes, in its sole discretion, that the signature endorsement of any individual authorized to sign on behalf of Client, as payee of the Check, does not match the specimen signature that Bank has on file, then Bank is not liable to Client even if the individual authorized to sign on behalf of Client Signer actually authorized the deposit. If the numeric and written amounts of a deposit on a Check are inconsistent, Bank may, in its sole discretion and solely as a courtesy to Client, choose either amount or, alternatively, reject the Check and send to Client notice of such correction or rejection.
- (c) Endorsements. An endorsement is a signature, stamp or other mark made on a Check to transfer the Check to another person. If a Check Client deposited does not bear the endorsement of any individual authorized to sign on behalf of Client, then Bank may endorse it on Client's behalf or treat the Check as if Bank had endorsed it. Also, any deposited Check that appears to contain Client's stamped, facsimile, or computer-generated endorsement will be treated as if Client had actually endorsed it. If Client uses a facsimile or computer-generated signature, or provides a signature card authorizing any such signature, then Client is solely responsible for any Check bearing a similar signature, regardless of Client's negligence or whether the signature was the same one Client previously used. Bank is not bound by any conditional or restrictive endorsements on a Check Client cashes or deposits, or by any endorsement "without recourse." Client agrees that if Client wants to deposit or cash a Check which is not made payable to Client, but which has been endorsed by the payee of the Check, Bank may request that Client

indemnify Bank prior to Bank accepting the Check or Bank may refuse to accept that Check if Bank is unable to verify in its sole discretion that the payee's endorsement and all other endorsements on the Check are genuine. To help ensure that Checks Client cashes or deposits are processed in a timely manner, Client's endorsement (and any other endorsement provided by a co-payee) must be in the 1½ inch area that starts on the right side of the Check as viewed from the back. Payee or Client information must not be on any other part of the back of the Check. If Client fails to properly endorse a Check and it causes Bank to incur Losses, Client must pay the amount of such Losses to Bank.

- (d) Multiple Endorsements. Bank is not bound by any multiple signature requirement, regardless of whether Client's signature card specifies that multiple signatures are required or Client has otherwise instructed Bank to require multiple signatures prior to accepting a Check for deposit. Bank may, in its sole discretion, process a Check on the basis of a single, valid endorsement. Any multiple signature requirement is for Client's internal control purposes only.
- (e) Collection of Checks. All Checks deposited in an Account, sent for collection, or cashed on Client's behalf are received by Bank solely as Client's agent. Bank is not responsible for any Losses due to a lack of presentment or because of the late presentment of any Check. Bank may select the method, and may use any other bank, intermediary, or agent in the process of Check collection and obtaining final payment of Checks. Bank may select any collection agents and correspondent banks ("**Correspondents**") but is not liable for the insolvency, neglect, misconduct, mistake, default, or any other acts or omissions of any such Correspondent or for any loss or destruction of any Check or other instrument in transit or in the possession of others. Bank has no duty to prevent a Check from being presented more than once, and Bank may charge multiple fees for the same Check that is presented more than once. Bank or any Correspondent may waive presentment, notice, and protest on all Checks for which credit or value is given in whole or in part, or which are received for deposit or collection. Client authorizes Bank to renew or to extend the time during which Bank or any Correspondent may collect any sums due on any Check, and Client agrees that any such renewals, extension of time, or other modification of such collection will be deemed to have been granted with a full and express reservation by Bank of any right that Bank may have against Client. Bank is not responsible for any act or failure to act that is reasonable under the circumstances or that occurs in accordance with this Agreement. Bank may charge Client a fee for the collection of Checks in accordance with the Fee Schedule. Although Bank attempts to identify and prevent fraudulent transactions, Bank has no duty to Client to determine whether any Check Client deposits or cashes is forged, counterfeit, altered, improperly endorsed, or otherwise improper.
- (f) Holds. Bank may place a hold on or charge the Account for a deposit if a claim is made or Bank otherwise has reason to believe the deposited Item was altered, forged, unauthorized, missing a signature or has a forged endorsement, or should not have been paid for any other reason. When the claim is resolved, Bank will either release the hold or deduct the amount of the Item from the Account. Bank is not responsible if it takes, or fails to take, any action to recover payment of a returned deposited Item.

- (g) Depositing a Remote Check. A remote Check is created by the payee and not signed by Client. It states that Client authorized the Check. If Client deposits a Remotely Created Check, Client guarantees it was authorized for payment in the amount it shows.
- (h) Encoding. If Bank accepts Checks from Client for deposit into, or to be cashed against, an Account that Client or Client's agent has encoded with MICR or other encoding, Bank may rely upon the accuracy and completeness of such encoding in processing the Item for collection or payment. Client is solely responsible for any encoding in processing the Checks for collection or payment. Client is solely responsible for any encoding errors or defects including, without limitation, amount errors, and will indemnify and hold Bank harmless from and against any and all Losses resulting, directly or indirectly, from such encoding.
- (i) No Protest. If any Check that Client deposits into or cashes against the Account is returned unpaid by the bank that it is drawn upon, Client agrees that Client will not require Bank to obtain any protest thereof.
- (j) Bank's Right to Refuse Deposits. Bank may refuse a deposit or part of a deposit in Bank's sole discretion at any time, including after Bank has initially accepted it. Bank may reverse any amount added to Client's balance for a deposited Check and send the Check on a collection basis even after Bank has taken physical possession of the Check. Bank is not liable to Client for refusing a deposit, even if such refusal causes Bank to decline any transactions Client has already made. If Bank refuses a deposit, Bank may take a Check on a "collection basis," which means that Bank will not add funds to the Available Balance until Bank has been paid for the Check.
- (k) Incomplete, Future-dated, Conditional, or Stale Checks. Client agrees not to present to Bank Checks that are incomplete, future-dated, or stale or that condition the payor's obligation to pay (e.g., "Void after 180 days" or "Valid for \$1,000 or less"). Bank has no duty to discover, recognize or honor such conditions and may pay Checks that bear such conditions. If Bank pays a conditional Check, the conditions do not apply to Bank. Bank may choose, in its sole discretion, to pay or not to pay a stale Check, which is a Check dated more than six (6) months before it is presented to Bank. If Bank decides, in its sole discretion, to pay a stale Check, then Client is responsible for costs and expenses incurred by Bank in paying, or attempting to pay, the stale Check.
- (l) Night Depository and Large Cash Deposits. Bank employees may open and count any deposit that a banker at a Financial Center did not count in front of Client, including night depository deposits and large cash deposits. Client agrees not to dispute Bank's determination of the amount Client deposited. If Client uses Bank's night depository, Client is responsible for any disappearance, theft, or loss of any envelope, bag or money that occurs before Bank issues a written receipt for the deposit. If any Item is delivered to Bank by a third party, Bank will not be deemed to receive such deposit until Bank has accepted the Item for deposit.
- (m) ACH Credits. If the Account receives funds through ACH, then any credit to the Account for such funds is provisional until Bank receives final settlement through a Federal Reserve

Bank or has otherwise received payment as provided under UCC Section 4A-403(a). If Bank does not receive final settlement of an ACH credit, then, unless otherwise required by Applicable Law, Bank is entitled to recover from the Account or Client the amount of the provisional credit and the person or entity making that ACH payment will not be considered to have paid that amount to Client.

- (n) Transaction Notifications. If Bank receives a deposit to an Account via ACH transfer, wire, or other means, then the only notice of the deposit that Client will receive from Bank will appear on Client's next Statement unless Client has enrolled in additional reporting or online or digital banking services. Client may call Bank to confirm that Bank has received a deposit.

## 2. Withdrawals

- (a) Withdrawals from Account. Withdrawals from Accounts can be made: (i) by Check for eligible Accounts; (ii) at an ATM; (iii) by use of a Card; provided, that a Card has been issued for the Account; (iv) as an ACH debit; (v) as a bill payment or transfer initiated through Internet Banking; provided, that Client has enrolled in Internet Banking; (vi) by transfer to another of Client's Accounts via telephone, fax, or email; provided, that the Account is eligible for such transfers and Bank consents to such transfer; (vii) by wire; or (viii) as a withdrawal in the form of cash or an Official Check processed by a teller. A withdrawal is deemed to be made on the date that the withdrawal is recorded on Bank's books, which is not necessarily the date Client has initiated the withdrawal.

For money market Accounts, interest-bearing checking Accounts, and NOW Accounts, Bank reserves the right to require seven (7) calendar days' written notice of a withdrawal. For money market Accounts, interest-bearing checking Accounts, and NOW Accounts, Client may, during each Statement Cycle Period, make up to only six (6) preauthorized and automatic withdrawals, Check payments, Debit Card payments to third parties, and withdrawals by telephone, fax, email, Internet Banking, and Mobile Banking. If this limit is exceeded during a Statement Cycle Period, Bank may charge Client a fee and may close the money market Account or convert it to an Account not subject to such a withdrawal limitation.

Please see the Fee Schedule for additional information regarding withdrawal limitations and fees.

- (b) Paying Withdrawals. If a withdrawal is by Check, then the Account will be debited on the Business Day the Check is presented to Bank or at such earlier time that Bank receives notification by electronic or other means that the Check has been deposited or received for collection by another financial institution.
- (c) Large Withdrawals. Bank may place reasonable restrictions on when and how Client may make any large cash withdrawal, including by requiring Client to sign a document releasing Bank from any liability regarding Client's personal safety as a result of such a withdrawal. Bank may refuse the withdrawal request if Client does not agree with these conditions.

(d) ACH and Other Electronic Debits. Some businesses may advise Bank that they have obtained Client's authorization to debit Client's Account electronically through ACH or another system for amounts, including conversion of Checks written on Client's Account into an ACH debit or other form of electronic debit. Client agrees that Bank may charge the Account for such electronic debits.

(e) Withdrawal Refusal. Bank may refuse to pay Checks drawn upon an Account or refuse any other withdrawal request from any Account for any reason, subject to Applicable Law, including, without limitation, if:

- i. The withdrawal would consist of funds that are not yet available for withdrawal under Bank's Funds Availability Policy.
- ii. Bank has been ordered by a court or other legal process such as a levy, execution or restraining notice not to permit the withdrawal.
- iii. Bank is aware of any dispute relating to the Account, unless a court has ordered Bank to permit the withdrawal.
- iv. Bank has suspicion of fraud or irregularity.
- v. Someone who Bank believes is authorized to act on Client's behalf directs Bank not to make payment.
- vi. The signature on the Check or other withdrawal request does not match the specimen signature on the records of Bank.
- vii. The Check or withdrawal request is incomplete, including omission of any required signature, endorsement, or other element required by Bank policy.
- viii. A technical or operational problem prevents the processing of the withdrawal.
- ix. The Account is a money market Account, interest-bearing checking Account, or NOW Account and Bank has exercised its right to require up to seven (7) calendar days' notice of an intended withdrawal from that Account as stated in this Agreement.
- x. Any document (such as Checks or withdrawal request forms supplied by Bank) or identification that Bank or Applicable Law requires in connection with the withdrawal has not been presented to Bank.

(f) Writing Checks.

- i. *Check-writing*. If Check writing is not an available feature on the Account, Bank will not issue Checks to Client, Client is not permitted to write Checks drawn on the Account, and Bank will not honor or accept a Check if Client attempts to do so.

- ii. *Lost or Stolen Checks.* If any of the Checks Client uses to withdraw funds from the Account are lost or stolen, Client agrees to notify Bank immediately. If Bank loses a Check, Client agrees to use reasonable efforts to help Bank locate or replace it.
- iii. *Purchasing Checks from Unauthorized Vendors.* If Client purchases Checks to use to withdraw funds from the Account from a company other than a vendor authorized by Bank, then unless Bank has approved those Checks in advance, Bank may assess an additional charge for processing those Checks and/or refuse to pay those Checks because Bank's, or its agent's, equipment may not be able to read or process them properly. Client will be solely responsible for any Losses resulting from using Checks, other than those purchased from authorized vendors, to withdraw funds from the Account or from Bank's refusal to pay such Checks.
- iv. *Check Notations.* Notations are any legends, instructions, restrictions or language such as, but not limited to, "not valid after 60 days" or "not valid over \$1,000". If Client adds any such notations to any Checks that are used to withdraw from an Account or has any notations printed on such Checks, Client agrees that such notations are not conditions on the payment or negotiability of such Check. Bank will disregard all notations, and Bank will not be responsible for any Losses that may result from doing so, or from Client placing these notations or any other statements on any Checks that are used to withdraw from the Account.
- v. *Postdated Checks.* Postdating a Check does not guarantee that payment of the Check will be delayed until after the date of the Check. Bank reserves the right to pay any Check at the time when it is presented for payment, regardless of the date appearing on the Check. Client will have no claim against Bank if Bank pays a Check prior to the date of the Check. If a postdated Check is returned because there were insufficient or uncollected funds in the Account, as set forth in the Fee Schedule, Client will be charged a fee for a Check drawn on insufficient or uncollected funds.
- vi. *Checks with Stale Dates.* Bank may, in its sole discretion, pay a stale dated Check, which is a Check that has been presented for payment more than six (6) months after the date of the Check. To make sure that a stale dated Check will not be paid by Bank, Client must place a stop payment request on it.
- vii. *Check Stop Payment Request.* Client may request that payment be stopped on any Check that Client has written, and Bank will have a reasonable period of time to act on any such stop payment request. Client may make a stop payment request in person at a Financial Center, through Bank's website if Client has enrolled in Internet Banking or by calling the phone number set forth in Section VIII.4(a)(ii). Bank is not required to accept verbal stop payment requests. If Bank elects to act upon a verbal stop payment request, Client agrees to promptly confirm the request in writing and deliver it to Bank. If Client fails to do so within fourteen (14) calendar days, Bank may release the stop payment. Bank records will be conclusive evidence of the existence, the details of, and Bank's decision regarding, any verbal stop payment request or its revocation.

Client must provide the Account number, the Check number, Check date, the name of the payee, and the amount of the Check, or any other information required by Bank before Bank will act on a stop payment request. If any of this information is missing or stated incorrectly, Bank will not be liable for its failure to honor the stop payment request or for stopping payment on the wrong Check. Bank may send Client a written confirmation of a stop payment request, and Bank may rely on the information in such confirmation unless Client immediately notifies Bank of any errors. Bank will generally complete Client's stop payment request as soon as Bank receives Client's instructions.

Client acknowledges that Bank's acceptance of Client's stop payment request does not mean that the Check has not been paid. For example, the Check could have been paid prior to the stop payment request or while Bank processed the stop payment request. As set forth in the Fee Schedule, Bank may assess a fee for the stop payment request. Client acknowledges that Bank cannot control the method by which the payee of a Check that Client has written (or the payee's bank or agent) presents such Check for payment. Client agrees that Bank will not be liable for failing to stop the payment of such Check if it has been presented without the required details for identification.

- viii. *Official Checks.* Bank may allow Client to place a stop payment request on an Official Check. If the Official Check issue date is less than ninety (90) calendar days from stop payment request by Client, Client and payee each must provide Bank a sworn statement, in a form Bank deems acceptable in its sole discretion, that such Official Check is lost, stolen, or destroyed, and Bank will place a hold in the amount of the Official Check on Client's Account or Client must obtain an indemnity bond twice the amount of the Official Check. If the Official Check issue date is ninety (90) calendar days or greater, Client must provide Bank a sworn statement in a form Bank deems acceptable in its sole discretion that such Official Check is lost, stolen, or destroyed, and no hold or indemnity bond is required. Even if Bank agrees to attempt to stop payment on such an Official Check, if the Official Check is presented for payment, Bank may pay it, and Client will be liable to Bank for that Item, unless otherwise required by Applicable Law. After Client places a stop payment request, Bank is not required to refund the Official Check amount or issue a replacement Check until at least ninety (90) calendar days after the original Check's issue date. Bank is not required to refund the Official Check amount or issue a replacement Check if the Check is presented for payment within ninety (90) calendar days after the issue date.
- ix. *Substitute Checks.* Client agrees not to deposit Substitute Checks to the Account without Bank's prior written consent. Unless Bank agrees otherwise in writing, Bank's acceptance of a Substitute Check does not obligate Bank to accept any Substitute Check at a later time, and Bank may cease doing so without prior notice. If Bank approves the deposit of a Substitute Check, Client agrees to indemnify, defend and hold Bank harmless from all Losses that Bank incurs as a result of such Substitute Checks, including without limitation, any indemnity or warranty claim that is made against Bank because: (i) the Substitute Check fails to meet the

requirements for legal equivalence; (ii) a claimant makes a duplicate payment based on the original Check, the Substitute Check, or a paper or electronic copy of either; or (iii) a loss is incurred due to the receipt of the Substitute Check rather than the original Check. Upon Bank's request, Client will promptly provide Bank with the original Check or a copy that accurately reflects all of the information on the front and back of the original Check when it was truncated.

### 3. **Transaction Posting and Processing; Provisional Credit**

- (a) Posting Order. Posting order is the order in which Bank applies deposits and withdrawals to the Account. Bank posts transactions to and from the Account during a nightly processing transition from one Business Day to the next Business Day. Bank generally processes or "posts" Items in the following order:
- i. First, Bank adds deposits and credits received before the applicable Cut-Off Time set forth in the Funds Availability Policy.
  - ii. Second, Bank subtracts debits by category in the following order: wires, Card transactions, teller transactions, transfers, Internet Banking, Mobile Banking bill payments, ACH, Checks (other than Checks converted to ACH debits by the payee), and recurring transfers. Within each category, Bank processes the transactions in the order of lowest to highest amount in order to minimize the number of payments for which there may be insufficient or uncollected funds.
- (b) "Pending" Transaction. Bank may post debits and credits to the Account intraday. Intraday transactions may be unable to be displayed before they are posted to the Account. Items that were previously pending will post according to posting order upon nightly processing as referenced in Section III.3(a). Fees are applied against the Account based on the order Items are posted.
- (c) Provisional Credit; Bank's Right to Charge Back. Subject to Section XI.6, Client agrees that, if Bank makes funds available to Client before Bank's receipt of final payment of a Payment Order or Item, then all such funds made available prior to receipt of final payment: (i) constitute provisional credit or advances by Bank and not acceptance of a Payment Order or Item; and (ii) will be repayable by Client to Bank upon demand by Bank. Client recognizes Bank may charge back, set off, and otherwise collect against Client or any of Client's Accounts for all such amounts credited thereto, including if: (1) the paying bank returns any Payment Order or Item to Bank unpaid; (2) the paying bank or the issuer of a Check demands that Bank repay it because the Check was altered, forged, or unauthorized, is missing a signature or endorsement, or has a forged endorsement; (3) the sending bank or the originator demands that Bank return the Payment Order or Item because it was unauthorized, sent to the wrong account number or beneficiary, procured by fraud, or otherwise sent by mistake; and (4) any charges are owed as a result of the cancellation or amendment of a Payment Order or Item, or the failure of a Funds Transfer System to settle.

If Bank has reason to believe that any of the events set forth in clauses (1) through (4) above has occurred or may occur, or that the Payment Order, or Check or other Item should



not have been paid or may not be paid for any other reason, then Bank may place a hold on the funds or move them to a non-Client account until Bank determines who is entitled to such funds. If a deposited or cashed Payment Order or Item is returned, Bank may, in its sole discretion, charge Client a fee in accordance with the Fee Schedule.

#### 4. **Overdrafts**

(a) Overdraft and Insufficient Funds.

- i. *Paying Items Presented Against Insufficient Funds.* Bank in its sole discretion may choose to pay or return any Payment Order or Item presented if Client's Available Balance is less than the amount of that Item plus all other Items received but not yet paid. An Account may be overdrawn if Bank pays a Payment Order or Item and Client's Available Balance is not sufficient to cover the Payment Order or Item (an "**Overdraft**"). Bank reviews Client balances each Business Day to determine if Items presented for payment the previous Business Day that would cause an Overdraft should be paid or returned. Bank does not authorize Card transactions for which the Account does not have sufficient Available Balance to pay. Any past payment of Overdraft is no guarantee of future payments.
- ii. *Repaying an Overdraft.* Any Overdraft along with applicable fees must be repaid immediately. If Client fails to promptly repay an Overdraft, Bank may report Client to credit reporting agencies, close the Account, or both. This could affect Client's ability to open accounts with Bank or other banks in the future. If the amount of Overdraft is not repaid immediately, Bank may charge Client additional fees or interest (see Section III.4(c)) during nightly processing which may increase the negative balance in the Account. Client authorizes Bank to use any deposits made to the Account to pay the Overdraft and any fees associated with the Overdraft that Client may owe. Client agrees to pay all costs and expenses Bank incurs in collecting any Overdraft.

(b) Overdraft Fees and Returned Payment Order or Item Fees. As set forth in the Fee Schedule, Bank may charge an "Overdraft Fee" and/or a "Returned Item Fee" if Bank pays or returns any Payment Order or Item if the intraday Available Balance in the Account is not sufficient at any time to pay such Payment Order or Item. Each presentment and submission is treated as separate, and any new Payment Order or Item is subject to an Overdraft Fee or Returned Payment Order or Item Fee, as applicable. Therefore, you may be charged more than one Overdraft Fee if a Payment Order or Item is re-presented or resubmitted after it has previously been paid and/or more than one Returned Payment Order or Item Fee if a Payment Order or Item is re-presented or resubmitted after it has previously been returned unpaid. If Bank decides to pay the transaction, Client may be charged an Overdraft Fee if the transaction is a Check, wire, ACH debit, or other transfer. Client can avoid fees for Overdrafts and/or returned Payment Orders or Items by ensuring that the Account has a sufficient Available Balance at the time of the transaction in question to cover all of Client's transactions.

(c) Overdraft Finance Charge. In addition to the Overdraft Fee and/or Returned Item Fee for Accounts whose intraday balance is not sufficient at any time to pay any Payment Order

or Item, Bank may charge Client an Overdraft finance charge in the event that an Overdraft remains after the close of any Business Day (“**OD Finance Charge**”). Except as prohibited by Applicable Law, in any instance in which Bank, in its sole discretion, agrees to advance unavailable or uncollected funds to pay a Check or Payment Order, Client agrees to pay any interest that Bank may charge overnight on the amount of the Overdraft until sufficient funds in the Account become available to cover the payment of the Check or Payment Order. Bank may also charge additional service charges or fees as set forth in the Fee Schedule. Interest will be charged on the amount of the total negative balance in the Account at a variable rate per annum equal to a certain percentage per annum above the Reference Rate as specified in the Fee Schedule. Client may call the Private Client Group at the Financial Center that maintains Client’s Account for the current interest rate that applies to the total negative balance. Bank may establish a new Reference Rate and/or increase the percentage added to the Reference Rate, from time to time, without notice to Client. The interest rate charged on the total negative balance will never exceed the maximum rate permitted by Applicable Law. Any interest will be aggregated at the end of the Statement Cycle Period and charged to the Account. Interest fees, identified on the Statement as “OD Finance Charge”, apply even if you do not have sufficient Available Balance to pay for the fees, which may result in an Overdraft or an increase of the negative balance in the Account.

All deposits and credits, when available, are used first to pay accrued interest, then Overdraft fees, and, finally, Overdrafts before they are added to Client’s Account as a positive balance. Bank reserves the right, at any time, to modify these terms, terminate these policies, and/or demand payment of the Overdraft, Overdraft fees, and other amounts due to Bank from Client.

## 5. Additional Provisions for Certain Escrow Accounts

- (a) Escrow Accounts Generally. This Section III.5 governs all Escrow Accounts except for those that are (i) accessed through Bank’s Monogram Escrow Express, which is subject to the Product Terms; or (ii) accounts for which Bank acts as escrow agent, and which are subject to other service documentation by and between Bank and Client. Client acknowledges and agrees that Bank is not acting as an escrow or exchange agent or in any other fiduciary capacity with respect to any Escrow Account. Client, as Escrow Agent, is Bank’s customer, not the Escrowee. Only Client, as Escrow Agent, may obtain information about or conduct business related to an Escrow Account. Escrowees should be advised to contact Client with any questions related to the Escrow Account.
- (b) Enrollment and Escrow Account Opening; Escrow Account Statements. The Master Account that Client designates in the applicable Escrow Account application must be an Escrow Account established in Client’s name and Taxpayer Identification Number (“**TIN**”) for the purpose of executing authorized transactions and linking related Sub-accounts. The Escrow Agent will provide Bank with the TIN of the Escrow Agent at the time the Escrow Account is established and for each Escrowee at the time any Sub-account is opened. Each Sub-account will be a separate Account, established by Client on behalf of the Escrowee.

Client will promptly deliver to Bank all documentation required by Bank, in form and substance satisfactory to Bank in its sole discretion, evidencing Client’s authority to open

and operate a Master Account and any related Sub-account. Failure to provide all required documentation within any timeframe specified by Bank may result in Bank placing a monetary hold on, or closing, suspending, or otherwise restricting an Escrow Account.

Client must notify Bank in writing of any errors with the Master Account or Sub-account information provided during enrollment within fourteen (14) days of the date that Bank mails or makes available to Client confirmation of the opening of the Master Account or any Sub-account. Bank will not be liable for any Losses resulting from erroneous Master Account or Sub-account information, unless Client exercises ordinary care in attempting to prevent and detect such erroneous information and gives Bank prompt notice of any errors within the timeframe indicated above. Bank may require Client to provide evidence of such error as part of its notification prior to the making of any changes by Bank.

Client understands that, otherwise in accordance with this Agreement, Client is entitled to receive Statements in connection with the Escrow Account. Client may receive Statements in connection with the Escrow Account via electronic means.

- (c) Deposits. The Escrow Agent may make a deposit any Business Day to any Escrow Account. The Escrow Agent agrees only to deposit funds that have been given to the Escrow Agent by or on behalf of the Escrowee to hold in escrow for the benefit of that Escrowee, and to use Escrowee funds only as authorized by the Escrowee. If the Escrow Agent is a Qualified Intermediary, the Escrow Agent represents and warrants to Bank that the deposited funds have been received by the Qualified Intermediary pursuant to a transaction involving the tax deferred exchanges of certain property pursuant to 26 C.F.R. § 1.1031 or corresponding state tax law. Bank is authorized to accept for deposit to an Escrow Account all remittances of funds or other property from third parties which are payable to an Escrowee or endorsed by that Escrowee. The Escrow Agent agrees that Bank will not be responsible for any delay in giving a Sub-account credit for any deposit the Escrow Agent makes, for the acts of any agent of the Escrow Agent or person(s) who the Escrow Agent has authorized to act on the Escrow Agent's behalf with respect to the Master Sub-account and the Sub-accounts at Bank, or for any other act that Bank thinks is appropriate; provided, that Bank has acted in good faith.
- (d) Interest. No interest will be paid on any Master Account if there are Sub-account(s). The Escrow Agent may request that the Sub-account or Standalone Escrow Account not earn interest, and Bank will use commercially reasonable efforts to honor such requests.
- (e) Taxpayer Identification Numbers and Reporting of Interest Earned. All TINs will be provided by furnishing Bank with an IRS form W-9 signed by the Escrow Agent, with respect to the Escrow Agent's TIN, and by each Escrowee, with respect to that Escrowee's TIN or the appropriate form W-8 if the Escrow Agent and/or Escrowee is not a U.S. person as defined by IRS regulations. Interest earned in each Sub-account will be reported to the IRS using the name and the above TIN number (if the Escrowee is a U.S. Person) in accordance with IRS regulations, and a copy of such report will be sent to the Escrowee or Escrow Agent as requested by the Escrow Agent. If the Escrow Agent is a Qualified Intermediary, then, as requested by the Qualified Intermediary, each Sub-account will earn interest at both the Escrowee interest rate and the Qualified Intermediary interest rate. The Qualified Intermediary agrees that Interest earned at the Escrowee interest rate will be reported to the IRS by Bank as being earned by the Escrowee and that interest earned at

the Qualified Intermediary interest rate will be reported to the IRS as being earned by the Qualified Intermediary. Bank will not be liable for incorrect or otherwise erroneous TINs certified by Client on behalf of Escrowees. The Escrow Agent assumes all liability and other obligations imposed, now or hereafter, by the Internal Revenue Code, other applicable tax law, the IRS and/or other applicable taxing authorities with respect to any interest earned on each Sub-account and how that interest is reported to the IRS and indemnifies and holds Bank harmless from any liability for, or obligation as a result of, any taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Bank in connection with the reporting to the IRS of interest earned on each Sub-account, the amount of such interest being reported or the payee of such interest, including, but not limited to, costs and expenses (such as reasonable legal fees and expenses), interest and penalties.

- (f) Attorney Trust Accounts: If the Escrow Agent is an attorney or law firm with an Escrow Account at Bank, and any check drawn on the Escrow Account is not paid by Bank because of insufficient available funds, Applicable Law, or any other reason, then Bank will, without notice to the Escrow Agent, report such dishonor to the organization or committee having the responsibility for disciplining lawyers in accordance with their rules and provide the organization and/or committee additional information concerning the Escrow Account. The Escrow Agent consents to the above, releases Bank from any liability and agrees to indemnify Bank against all claims that a client of the Escrow Agent or anyone else may have as a result of such notification and the providing of such information to the organization and/or committee. The monthly maintenance fee, where applicable is deducted only from interest on the Account and not from the principal of any Attorney Trust Account.
- (g) Escrow Acknowledgments, Representations, and Warranties. Client agrees that in using the Escrow Account, Client: (i) will comply, and cause all Escrowees to comply, with any service documentation and with all procedures and requirements of Bank; (ii) will be solely and absolutely liable for all transactions, including interest allocations; (iii) assumes all risk associated with the unauthorized use of an Escrowee's access credentials; (iv) assumes all responsibility and liability for ensuring that each Escrowee's funds in the Escrow Account are only transferred to an Account or Sub-account in the name of that Escrowee or disbursed for the benefit of or on behalf of that Escrowee; (v) will, as the accountholder for the Master Account, be responsible for verifying that any Escrow Account satisfies any legal or regulatory requirements for Client's business; and (vi) acknowledges and agrees that Bank has no obligation to verify the authenticity of the Escrowee signature.

Client represents and warrants to Bank that: (i) Client has obtained all applicable licenses and registrations required to operate the Escrow Accounts; (ii) Client has the authority to deposit and withdraw funds on behalf of each Escrowee to and from the Escrow Account and assumes all responsibility and liability for ensuring that each Escrowee's funds in the Escrow Account are only transferred to an Account or Sub-account in the name of that Escrowee or disbursed for the benefit of or on behalf of that Escrowee, which includes obtaining all necessary approvals and authorizations from Escrowees to: (A) open and operate a Sub-account with the name, address, and TIN of such Escrowee; (B) make each deposit and withdrawal to the Sub-account; and (C) provide tax certifications on behalf of such Escrowee; (iii) Client has obtained all necessary approvals and authorizations to

endorse and deposit Checks into the Sub-account; and (iv) Client understands that the Escrow Account and Accounts otherwise remain subject to the terms and conditions governing such accounts as set forth in this Agreement.

- (h) Indemnification of Bank. In addition to any indemnification of Bank contained elsewhere in this Agreement, the Escrow Agent agrees to indemnify, defend and hold harmless Bank and its agents from, and against, any and all claims, actions, lawsuits and other proceedings, and liabilities, losses, costs, damages, penalties and expenses of any kind and nature which are incurred or sustained by Bank as a result of: (i) the Escrow Agent depositing funds into the Escrow Account; (ii) allocating Escrowee funds between the Sub-accounts and Master Sub-account or withdrawing those Escrowee funds from the Master Account; (iii) Bank paying and reporting interest earned on the Sub-account or Standalone Escrow Account in the manner requested by the Escrow Agent, and reporting that interest to the IRS as interest earned in the calendar year in which the interest was credited to that Account; (iv) any Escrowee's property exchange failing to qualify for favorable tax treatment under U.S. federal law as a transaction involving the tax deferred exchanges of certain property pursuant to 26 C.F.R. § 1.1031 or corresponding state tax law; (v) the Escrow Agent failing to obtain a W-8, W-9 or substitute W-9 signed by the Escrowee, an incorrect or improperly signed W-8, W-9 or substitute W-9 or Bank paying and reporting interest earned on the Standalone Escrow Account or Sub-accounts; or (vi) the Escrow Agent, any Escrowee, or other person with an interest in the Escrow Account failing to comply with this Agreement.

#### **PART IV: ATM CARD & DEBIT CARDS**

##### **1. Issuance of a Card and PIN**

Bank may offer a number of Account services at a variety of locations that involve the use of a Card. Bank may issue to Client for each Account a Card or multiple Cards, each with a PIN.

##### **2. Account Access**

Client may use a Card to access those Accounts that Client has linked to Client's Card for the purpose of transacting with the Card ("**Card-Linked**"). If Client has multiple Card-Linked Accounts for a single Card, one Account must be designated as the Primary Account. If a Primary Account is closed or delinked, Bank will generally designate as the new Primary Account a secondary Card-Linked Account of the same Account type. Client may use a Card for the following transactions with respect to the Card-Linked Accounts:

- (a) Withdraw cash from a checking Account or money market Account.
- (b) Draw cash from a line of credit.
- (c) Make inquiries as to the Current Balance in a checking Account or money market Account.
- (d) Make deposits to a checking Account or money market Account.
- (e) Transfer funds between checking Accounts and money market Accounts.
- (f) Pay for purchases at places that have agreed to accept the Card (for Debit Card only).

- (g) Pay bills directly by telephone or online from Client's checking Account or money market Account in the amounts and on the Business Days Client requests (for Debit Card only).

Some of these services may not be available at all terminals and may be subject to Cut-off Times.

### 3. Card Usage

- (a) Business Purpose. Client agrees to use the Card for business purposes only and not for personal, family, or household purposes. If Client uses its Card to access an Account, all of the disclosures that apply to that Account apply to Client's use of the Card.
- (b) Non-Bank ATM. Client may use a non-Bank ATM only if it is in a participating network. Client's Primary Account will be accessible on that network, and other Card-Linked Accounts may be accessible. Outside the U.S., it is often the case that checking Accounts are the only Primary Accounts that are accessible.

Bank or the ATM owner/network may charge a fee for the use of non-Bank ATMs. Fees may be charged for any activity, including withdrawals, balance inquiries, and transfers. Bank generally waives fees for a balance inquiry or transfer if it is made in connection with a withdrawal at the same non-Bank ATM at the same time with the same Card. On some Accounts, Bank may, in its sole discretion, refund ATM fees charged by the ATM owner/network. If Client chooses to convert an international transaction to U.S. Dollars at either an ATM or on a purchase, Foreign Currency commissions and fees included in the exchange rate charged by third parties are not controlled by Bank and are excluded from any reimbursements Bank may provide.

- (c) Point of Sale Transactions Using Your Debit Card. Client may use a Debit Card (but not an ATM Card) (a) at participating merchants to: (i) purchase goods and services; (ii) withdraw cash while making a purchase using Client's PIN if the merchant offers cash-back functionality; or (iii) send or receive payments from another person or receive payments from a business by providing Client's Debit Card number to third-party payment services; and (b) at participating financial institutions to withdraw funds at a teller. Purchases made with Client's Debit Card will be deducted from the Available Balance in Client's Primary Account. If Client has arranged with a merchant to make recurring payments, it is Client's sole responsibility to notify the merchant if the Debit Card number or expiration date has changed or the Account has been closed. Bank may, but is in no case required to, provide the merchant with updated Debit Card number or expiration date. Funds withdrawn from a teller are deducted from Client's Primary Account, and fees may apply to such withdrawals.

### 4. Security Procedures

- (a) CLIENT'S CARD CANNOT BE USED UNTIL CLIENT RECEIVES A PIN AND ACTIVATES THE CARD. The PIN authenticates Client at the ATM and acts as Client's signature at a POS Payment Terminal when used for a debit transaction. Client's use of a PIN is the security procedure used by Bank to verify that the Card transaction has been properly authorized. Client agrees:

- i. that the use of a PIN is a commercially reasonable security procedure for the Card when used by Client at an ATM or POS Payment Terminal for a debit transaction;
  - ii. to keep its Card in a safe and secure place and not to give its Card or PIN to anyone not authorized by Client to use it or allow Client's Card or PIN to get into the possession of anyone not authorized to use it;
  - iii. to require anyone it authorizes to use the Card to follow these same procedures with respect to the Card and PIN; and
  - iv. that Client is solely responsible for any amount withdrawn or transferred from Client's Card-Linked Accounts by anyone using, or purporting to use, Client's Card or PIN.
- (b) Client agrees and acknowledges that the Debit Card can be used without a PIN at a POS Payment Terminal through the selection of credit transaction and the signing of an authorization slip. Client understands that, when a Debit Card is used at a POS Payment Terminal in this manner, Bank has no way of verifying whether the signer of the authorization slip has been authorized by Client to use the Debit Card. Client agrees that it is Client's sole responsibility to ensure that the Debit Card is used only by someone authorized by Client, that Client is liable for all Debit Card transactions at a POS Payment Terminal through the selection of credit transaction and signing of an authorization slip. Client will not claim that any such use was unauthorized even if the signer of the authorization slip is not someone who is otherwise authorized to sign on the Debit Card or on the Account at Bank that has been accessed by the Debit Card or is not otherwise authorized by Client. If assuming this risk and liability is not acceptable, then Client agrees to request that Bank issue Client a Debit Card with only ATM withdrawal capabilities.

#### **5. Lost or Stolen Card, Card Number, or PIN**

Client must notify Bank AT ONCE if Client believes Client's Card, Card number, or PIN has been lost or stolen. Client could lose the entire balance of any Card-linked Account, plus an amount equal to Client's available Card-Linked Credit Lines if Client does not immediately report such loss or theft or if Bank does not have sufficient time to prevent unauthorized use of Client's Card once Client reports the Card, Card number, or PIN as being lost or stolen. If a Statement shows transactions that Client did not make, notify Bank at once in order to prevent future unauthorized transactions and in no event later than fourteen (14) calendar days after the Statement was mailed or made available to Client.

#### **6. Contact in Event of Unauthorized Transfer**

If Client believes its Card, Card number, or PIN is lost or stolen, or that someone has transferred or may transfer money from an Account without Client's permission, call toll free: 1-866-744-5463, select option 6, to speak with a Flagstar Bank, N.A. Client Services Associate available 24/7, or write to:

Flagstar Bank, N.A.  
1400 Broadway  
New York, New York 10018

Attention: Bank Operations

**7. Liability for Unauthorized Account Transfers and Advisability of Prompt Reporting**

(a) Because this is a business Account, Bank is not required to give provisional credit, finalize Client claims within certain time restrictions, or comply with any other federal consumer protection requirements in connection with an allegedly unauthorized transfer to or from the Account. Bank requires Client to notify Bank no later than fourteen (14) calendar days after Bank sends Client the first Statement on which the alleged error appeared. Bank may require Client to provide a written statement that the transaction at issue was unauthorized.

(b) Client hereby agrees:

- i. to assist Bank in the investigation of claims for unauthorized transactions and related prosecution by completing any appropriate statements and reports reasonably requested by Bank;
- ii. to notify Bank promptly in writing if any user of a Card is no longer employed by Client or authorized to conduct business on Client's behalf; and
- iii. that by allowing anyone to use Client's Card, or by failing to exercise reasonable care (such as storing Client's PIN with Client's Card or selecting Client's birthday as Client's PIN), Client is responsible for all authorized and unauthorized transactions.

(c) Zero Liability Protection. Client is not liable for any unauthorized Card transactions if:

- i. Client has used reasonable care in protecting the Card from loss or theft; and
- ii. Client promptly reported loss or theft to Bank.

This liability protection does not apply where Client delays reporting unauthorized transactions after more than fourteen (14) calendar days.

**8. Liability for Unauthorized Use of Card-Linked Line of Credit.**

Notwithstanding anything in this Agreement to the contrary, if Client notices the loss or theft of a Card with a Card-Linked line of credit or a possible unauthorized use of such Card, Client should write to Bank immediately at:

Flagstar Bank, N.A.  
1400 Broadway  
New York, New York 10018  
Attention: Bank Operations

or call Bank at 1-866-744-5463, select option 6, to speak with a Flagstar Bank, N.A. Client Services Associate available 24/7.

This obligation means that Client should regularly check Statements to review charges that post to Client's line of credit to confirm that unauthorized charges have not posted to Client's Card-Linked



line of credit. As permitted by law, if ten (10) or more Cards with Card-Linked lines of credit are outstanding on Client's Account, Client is liable for all charges on the Cards, including any charges that result from unauthorized use. If nine (9) or fewer Cards with Card-Linked lines of credit are issued on the Account, the following provisions apply: Client will not be liable for any unauthorized use that occurs after Client notifies Bank. Client may, however, be liable for unauthorized use that occurs before notice to Bank, but Client's liability will not exceed \$50.

## **9. Fees**

The fees for Cards are stated in the Fee Schedule. In addition, the provider of the ATM or POS Payment Terminal might charge Client a fee.

## **10. Documentation of ATM & POS Transactions**

Client may obtain a receipt at the time Client makes any transaction at a Bank ATM, an ATM in the Network, or a POS Payment Terminal. If there is a conflict between the receipt and Bank's records, Bank's records will be deemed to be correct.

## **11. Delayed or Incomplete Card Transactions**

If a Card transaction Client attempts to make is not made or completed or was delayed, then Bank is not liable to Client except for direct losses to Client that were directly and solely the result of Bank's gross negligence. In no event will Bank be liable for Losses related to any of the following:

- (a) If the transaction would exceed the available credit on Client Credit Line, the available funds in a Client Account or the limits stated in this Agreement.
- (b) If the ATM where Client was making an ATM withdrawal does not have enough cash.
- (c) If the ATM, Network, or POS Payment Terminal is not working properly.
- (d) If circumstances beyond Bank's control (such as fire or flood) prevent the transaction.
- (e) If Bank provides Client with notice that the transaction was not completed.
- (f) There may be other instances where Bank will not be liable that are stated in the Additional Disclosures.

## **12. Card and ATM Safety Tips**

- (a) Card Safety Tips. Client should follow these tips to keep Client's Card safe and secure:
  - i. Always protect the Card and keep it in a safe place, in the same manner as cash.
  - ii. Ensure that the Card's PIN does not contain numbers or words that can be found in Client's wallet, purse or otherwise on Client's person, (e.g., birth date, name, or address). Note that most ATMs outside of the U.S. require a four (4)-digit numeric PIN.
  - iii. Memorize the PIN, and never write it down or share it with anyone.

- iv. Update the PIN biannually. If Client has forgotten the PIN or wishes to create a new one, contact Bank directly.
- v. Shop only with merchants Client knows and trusts.
- vi. Review all Statements to ensure that the Statement contains only authorized transactions. If there are unauthorized transactions or anything that is otherwise suspicious, contact Bank immediately.
- vii. Ensure that internet transactions are secure. Look for a secure transaction symbol.
- viii. After making a purchase, either log off of the website or shut down the browser to prevent third parties from accessing Client's information.
- ix. Do not share the Card number in response to inbound email or phone calls.
- x. If the Card is lost or stolen, contact Bank at once.
- xi. Destroy an old card immediately after receiving a replacement Card.
- xii. Before using a merchant terminal, inspect it to ensure it has not been tampered with and does not contain an unauthorized attachment that could allow a third party to capture Client's payment information.

(b) ATM Safety Tips. Clients using an ATM should follow these safety tips:

- i. Remember that activity at an ATM facility may be recorded by surveillance cameras.
- ii. Close the entry door completely upon entering and exiting an ATM facility, if applicable.
- iii. You should not permit any unknown persons to enter an ATM facility with you after regular banking hours.
- iv. Avoid showing your cash. You should place withdrawn cash securely upon your person before exiting an ATM facility, and wait to count it until you are in the safety of a locked enclosure, such as your car or home.
- v. Do not let anyone see your PIN.
- vi. Keep your engine running, your doors locked and your passenger windows up if you drive up to an ATM at night.
- vii. Consider having someone accompany you after dark.
- viii. Do not stop to count money or expose it for others to see.

- ix. Do not leave your Card at the ATM, and do not leave any documents at a night deposit facility.
- x. Allow for a comfortable distance between you and any person using the ATM.
- xi. Watch for any suspicious activity or persons around the ATM. If you notice anything out of the ordinary, come back later or use another ATM. If you are in the middle of a transaction and see suspicious activity, cancel the transaction and come back at another time or use another ATM.
- xii. Report all crimes immediately to the ATM operator and local law enforcement.
- xiii. Contact the New York State Department of Financial Services with questions or concerns related to an ATM facility located in the state of New York, and use the nearest available public telephone to call the police if emergency assistance is needed.

### 13. Cancellation

Bank may cancel or revoke Client's Card and/or PIN without providing prior notice. Client agrees to immediately return the Card to Bank or destroy the Card if that Card is cancelled.

## PART V: FUNDS TRANSFER AGREEMENT

This Part V (this "**Funds Transfer Agreement**") sets forth the terms and conditions upon which Bank will provide Client the ability to instruct, verbally, electronically, or otherwise in writing, Bank to pay, or cause to be paid, a fixed and determinable amount of money (a "**Payment Order**") to or from any authorized Account from or to any: (a) other Account or account of any other person at Bank; or (b) account of Client or any other person, in each case, at another financial institution, including a wire transfer ("**Funds Transfer**").

### 1. Authorization for Funds Transfers

Client authorizes Bank to honor, accept, execute, and otherwise act on any Payment Order or other communication transmitted by Client and accepted by Bank for any Account in accordance with the applicable Security Procedure then in effect.

### 2. Funds Transfer Systems

Funds Transfers to or from Client's Account may be governed by the rules of any Funds Transfer System through which any Funds Transfer is made, including the Fedwire Funds Service, National Settlement Service, any other Federal Reserve payment system, National Automated Clearing House Association ("**Nacha**"), the Clearing House Interbank Payments System ("**CHIPS**"), the Society for Worldwide Interbank Financial Telecommunication ("**SWIFT**"), or any other funds transfer system (each and collectively a "**Funds Transfer System**"). By requesting a Funds Transfer, Client, in addition to this Funds Transfer Agreement, agrees to and accepts any rule of such Funds Transfer System, to the extent applicable to any transaction of such Funds Transfer. The beneficiary's bank must be a member of the Federal Reserve System, CHIPS, or SWIFT, or

ultimately have a correspondent bank that is a member or participant of the Federal Reserve System, CHIPS, or SWIFT.

### **3. Payment Order and Other Communication Format; Contained Information**

- (a) Format of Payment Orders and Other Communications. A Payment Order and all other communications will be in the medium and format prescribed by Bank. Bank is under no obligation to act on any information in a Payment Order or other communication in a medium and format other than as prescribed by Bank.
- (b) Information Contained in Payment Orders and Other Communications. Bank is not responsible for verifying the accuracy of any Account name or number, routing number, name of financial institution, name of beneficiary, country, payment amount, whether in U.S. Dollars or Foreign Currency, or any other information provided by Client in a Payment Order or other communication or contained in any other publication, list, or automated file issued or used by Bank or any other person. Bank undertakes no obligation to determine whether any name and number, both of which purport to identify the same party to a Funds Transfer, including the beneficiary's bank, refer to the same such party. Client acknowledges and agrees that Bank, or any other party to a Funds Transfer, including the beneficiary's bank, may conclusively rely solely on any bank account or other identifying number, instead of any name, provided by Client in a Payment Order, even if such number identifies a person other than the beneficiary.

Bank may rely conclusively upon all information provided in any Payment Order or other communication. Any errors in such information, including the misidentification of any beneficiary, beneficiary bank, account name, account number, including, in each case, any inconsistency or misspelling, are Client's sole responsibility. If a Payment Order identifies both a bank or account number and a name and these pieces of information correspond to different users or accounts, Bank and other banks may still rely exclusively on the bank or account number provided by Client. Bank has no duty to identify or detect any inconsistency between the users or accounts corresponding to the name or number Client provides in a Payment Order. In addition, Bank has no liability for any errors, negligence, suspension of payments, or activity, actions, omissions, or defaults of any correspondent, agent, sub-agent, or communication, data, or trading system, including any feature or capability supporting Online Access. In addition, Bank has no liability for: (i) any failure to accurately identify the beneficiary or the beneficiary's account number, or any mispayment of any Payment Order; (ii) any errors, mutilations, delay, misdelivery or failure or delivery in the transmission of any Payment Order; or (iii) any suspension of any means of communication, data, or trading service or system or for any imposition of any censorship, exchange control, or other restriction.

### **4. Online and Offline Access**

- (a) Bank may, from time to time in Bank's sole discretion, accept a Payment Order or other communication from Client via:
  - i. A Third-Party Messaging Service.
  - ii. Bank's FX Portal.

- iii. Internet Banking.
  - iv. Mobile Banking.
  - v. Any other communication technology offered by Bank ((i) through (v), “**Online Access**”).
  - vi. In-person delivery, telephone, messenger, facsimile or email to the Private Client Group at Bank maintaining Client’s Account (“**Offline Access**”).
- (b) Bank will make available to Client Access Credentials for Online Access. Client is obligated to ensure that it has an appropriately secure channel to access Online Access or Offline Access in accordance with the applicable Security Procedures.
- (c) If Client transmits a Payment Order or communication to Bank through any channel or access method other than Online Access or Offline Access, then such Payment Order may not be acted upon, or, in Bank’s sole discretion, may be acted upon after a delay. Client expressly agrees that such transmission constitutes a failure to comply with, or deviation from, an offered Security Procedure.

## 5. **Security Procedures; Authorized Representatives**

- (a) **Security Procedures**. Bank offers, and Client agrees to and accepts, the Security Procedures as may be modified by Bank from time to time in its sole discretion, as set forth in this Funds Transfer Agreement, and as further specified in the Product Terms or other service documentation provided by Bank to Client. Client agrees and accepts that the Security Procedures are not procedures for the detection of error and do not obligate Bank to detect any error in the transmission or content of any Payment Order or other communication, including any duplicate Payment Order or other communication. Client and Bank agree that the authenticity of any Payment Order or other communication issued to Bank in the name of Client and verified in accordance with a Security Procedure is effective as the Payment Order or communication of Client, whether or not authorized by Client. Client agrees and accepts that Bank is not liable for any Losses in connection with any Payment Order or communication issued to Bank in the name of Client and verified in accordance with a Security Procedure, whether or not authorized by Client. Bank may from time to time modify or supplement any Security Procedure and will give Client prior notice thereof. Any Payment Order or other communication that complies with the agreed upon Security Procedure will be conclusively deemed to have been authorized by Client.
- (b) **Commercial Reasonableness**. Client agrees that the Security Procedures are commercially reasonable and reflect the preferences of Client as expressed to Bank, the circumstances of Client otherwise known to Bank, including the size, type, and frequency of Payment Orders and other communications normally issued by Client to Bank, and the security procedures in general use by clients and banks similarly situated. Client further agrees and accepts not to make any claim for Losses against Bank in connection with any Payment Order if that Payment Order has been verified by Bank in accordance with the applicable Security Procedure. Any failure by Client to comply with, or deviation from, the applicable Security Procedure offered will be deemed to be a refusal by Client of a commercially reasonable

Security Procedure and, in such event, Client expressly agrees hereby to be bound by any Payment Order or other communication, whether or not authorized, issued in its name and accepted by Bank in compliance with such alternative procedure chosen as a consequence of Client's refusal.

- (c) Authorized Representatives. Unless otherwise agreed with Bank, Client will duly designate two (2) Authorized Representatives to initiate, receive, verify, or cancel, or amend any Payment Order or other communication, as the case may be, by facsimile, telephone, messenger, email, or any other means designated by Bank. Client agrees to designate the number, seniority, contact information, and type of Authorized Representative as required by this Agreement.
- (d) Access Credentials. Client agrees that Client is liable for any Losses caused by any loss, theft, misplacement, disclosure, unpermitted access, or delay in accessing any Access Credentials. Client will cause each Authorized Representative to safeguard the confidentiality and security of any Access Credential issued to it, including by protecting it from being copied, lost, stolen, misplaced, or, subject to Applicable Law, disclosed to, or accessed by, any other person. Client agrees to notify Bank immediately of any unauthorized disclosure of Access Credentials. Client agrees to implement and maintain effective and appropriate policies, procedures, and controls to comply with this Section V.5(d).
- (e) Security Procedures Offered by Third-Party Messaging Services. Any Payment Order or other communication of Client authenticated by a Third-Party Messaging Service selected by Client and transmitted to Bank in the name or on behalf of Client is deemed to be verified by an Authorized Representative of Client, and Bank may act upon such Payment Order or communication in its sole discretion and subject to any additional conditions as may be required by Bank.

## 6. Acceptance of Payment Orders

- (a) Bank is under no obligation to act on any Payment Order, Funds Transfer, or any other communication of any person, including Client, with respect thereto, including any instruction as to the time or value date of any Payment Order, the requested means to execute a Payment Order, and the requested means to conduct clearing and settlement. Except as required by Applicable Law, Bank is under no obligation to provide any notice or advice of credit or debit to Client or any other person.
- (b) If Bank determines to execute or otherwise act upon Client's Payment Order, Funds Transfer, or any other communication of any person with respect thereto, Bank may do so at such time and in such manner as it, in its sole discretion, determines, subject, in each case, to Applicable Law. Bank may, in its sole discretion, select any means, including any intermediary bank, agent or Funds Transfer System, to execute Client's Payment Order or otherwise to complete any transaction of any Funds Transfer. Client agrees that any such means conclusively is deemed to be solely the agent of Client and not of Bank.
- (c) Bank may reject, or impose conditions that must be satisfied before it accepts, any Payment Order, Funds Transfer, or any other communication for any reason, including if: (i) there

are insufficient available funds in the Account; (ii) the Payment Order is incomplete, contains incorrect, incomplete, outdated information, or is otherwise unclear; (iii) the Payment Order is not transmitted in a manner authorized by this Funds Transfer Agreement, including by deviation from the applicable Security Procedure or through the misuse or unauthorized use of Credentials; (iv) Bank is unable to timely confirm the Payment Order with Client; (v) the Payment Order violates any limits set by Bank, in its sole discretion; or (vi) Bank is unable to authenticate a Payment Order or communication that, in Bank's sole discretion, may be anomalous, fraudulent, or otherwise in violation of Applicable Law, including sanctions and anti-money-laundering laws and regulations.

- (d) If Client's Payment Order is not received by Bank on or before the applicable Cut-Off Time on a Business Day when Bank is open for Funds Transfer activity, then the Payment Order may not be executed by Bank until the next Business Day when Bank is open for Funds Transfer activity.
- (e) To reduce the risk of duplicative Payment Orders, Client agrees not to send any communication containing a written confirmation of a Payment Order already sent to Bank unless Bank specifically requests such confirmation. Client agrees that Bank otherwise is not responsible for any duplicate Payment Order. Client indemnifies Bank for any Losses in connection with such unrequested written confirmation. Any such duplicate Payment Order will be at the sole risk, cost, and expense of Client.
- (f) In the event of a discrepancy between (i) any verbal Payment Order transmitted by Client, whether or not such verbal Payment Order was recorded; and (ii) any written confirmation or other evidence of such Payment Order, then such verbal Payment Order will control, including as evidenced by Bank's execution of such Payment Order.
- (g) Client may deliver to Bank a standing instruction in a form prescribed by Bank for Bank to execute, in its sole discretion, regularly recurring Payment Orders (each, a "**Standing Instruction**"). The name of beneficiary, name of beneficiary's financial institution, name of beneficiary's account, number of beneficiary's account, routing number, name of Account, and amount to be debited from the Account will, in each case, remain constant and as specified in the Standing Instruction, and will not change for each regularly recurring Payment Order transmitted by Client in accordance with such Standing Instruction. Client may request a change to a Standing Instruction at a time and in a manner that permits Bank a reasonable opportunity to act upon such a request prior to Bank's acceptance of a subsequent Payment Order. If Bank does not have a reasonable opportunity to change the Standing Instruction prior to Bank's acceptance of a subsequent Payment Order, the Payment Order initiated in accordance with the Standing Instruction is deemed to be a Payment Order authorized by Client. In addition, Bank may, in its sole discretion, require Client to provide a new Standing Instruction or confirm an existing Standing Instruction at any time.

## 7. Cancellation and Amendment of Payment Orders

- (a) Except as required by Applicable Law (including the Electronic Fund Transfer Act), Bank is not obligated to cancel or amend any Payment Order, including if Bank receives from Client or any other person any communication requesting cancellation or amendment of the Payment Order, whether or not such request is received at a time and in a manner

affording Bank reasonable opportunity to act on the communication before Bank accepts the Payment Order. Any communication by Client requesting cancellation or amendment of any Payment Order must comply with the applicable Security Procedure. Bank expressly rejects any request to cancel or amend any Payment Order not communicated to Bank in accordance with the applicable Security Procedure and this Funds Transfer Agreement.

- (b) By requesting the cancellation or amendment of any Payment Order, Client agrees and accepts that it is liable to Bank for any Losses incurred by Bank in connection with any cancellation or amendment, or attempted cancellation or amendment, of any Payment Order, and agrees and accepts that it will not attempt to disclaim any indemnity for any requested cancellation or amendment. If Bank, in its sole discretion, accepts Client's request to cancel or amend a Payment Order, Bank is not liable for any Losses, including any Losses incurred by the failure or inability of the beneficiary's bank to cancel or amend Client's Payment Order. Client further agrees and accepts that any attempt by Bank to cancel or amend any Payment Order remains subject to any Funds Transfer System rule and Applicable Law. Bank may, in its sole discretion, condition any attempt by it to cancel or amend any Payment Order upon receipt of an indemnity, bond, or other security from Client and acceptable to Bank, in its sole discretion.
- (c) Any requested cancellation or amendment of Client's Payment Order by Bank will relieve Bank of any obligation to act on the original Payment Order. If Client's Payment Order was already executed by Bank, then the Payment Order may only be cancelled or amended by another party to the Funds Transfer, other than the beneficiary's bank, if such other party accepts, or is permitted to accept in accordance with a Funds Transfer System rule, the cancellation or amendment. Client agrees and accepts that beneficiary's bank may be permitted by Applicable Law to accept such cancellation or amendment after beneficiary's bank has accepted the original Payment Order in limited circumstances, including if such Payment Order was unauthorized.

## **8. Delay and Non-Execution of Payment Orders**

- (a) Although Bank intends to execute each Payment Order of Client otherwise transmitted to Bank in compliance with this Funds Transfer Agreement as expeditiously as possible, Bank is under no obligation to do so.
- (b) Bank may, in its sole discretion, delay execution of, not execute, or transfer funds to a controlled account for, any Payment Order for any reason, including to comply with all Applicable Law, as well as any policies, procedures, and controls of Bank designed to ensure Bank's compliance with any sanctions, anti-fraud, and anti-money-laundering laws. Bank is not liable for any Losses in connection with any such delay or non-execution.
- (c) Bank is not liable for any Losses in connection with any delay, non-execution, or mis-execution of any Payment Order in connection with any circumstance beyond Bank's reasonable control, including any inaccuracy, interruption, delay in transmission or the failure in means of transmission, including of any Bank, third-party, or Funds Transfer System, whether caused by fire, act of war or hostilities, disease, any other catastrophe, or



any mechanical, computer, electrical failure, outage, an act of God, or any other circumstance.

- (d) Any obligation of Bank with respect to any Payment Order, or the return of funds to Client, will be suspended while any of the above-described situations exist. An unaccepted Payment Order is canceled in accordance with Applicable Law at the close of the fifth (5<sup>th</sup>) Business Day for Funds Transfer activity of the receiving bank after the execution date or payment date of the Payment Order.

## **9. Returns**

If any funds that are the subject of a Payment Order are returned to Bank after Bank's execution of that Payment Order, Bank will use reasonable efforts to notify Client promptly. Bank may credit an Account in any amount to which Client may be entitled by reason of any subsequent rejection of Client's Payment Order executed by Bank or the amendment or cancellation of a Payment Order.

## **10. Notifications for Payment Orders, Advices, and Other Communications**

Bank will endeavor, but is under no obligation, to notify Client of any accepted, rejected, cancelled, amended, or rejected Payment Order, as well as of any funds debited or credited from or to an Account or of any other communication in connection with any Funds Transfer. Any communication by Bank with respect to any Funds Transfer may, in Bank's sole discretion, be provided only to an Authorized Signer or Authorized Representative using the contact information provided by Client. If Client is the beneficiary of a Payment Order, Client agrees that notification of the receipt of such Funds Transfer may be made by reflecting the payment amount of such Funds Transfer as a credit in the Statement. Notice to Client of Client's Payment Order will appear on the Statement issued for the Account that was debited for the Payment Order for the Statement Cycle Period during which the Payment Order was made. **BANK IS NOT LIABLE FOR ANY LOSSES SUSTAINED BY CLIENT IN CONNECTION WITH BANK'S REJECTION OF A PAYMENT ORDER OR ANY FAILURE TO GIVE NOTICE.**

## **11. Information Requests of Bank to Client**

Upon Bank's request, Client will deliver to Bank any transaction information, including U.S. Dollar amounts, Account(s) affected, dates, and names of beneficiaries and third parties involved in any Funds Transfer, necessary for Bank, in its sole discretion, to handle inquiries and tracing, or otherwise to comply with Applicable Law.

## **12. Reimbursement for Payment Orders**

Client will pay Bank the amount of each Client's Payment Order executed or paid by Bank in accordance with this Funds Transfer Agreement on the date of such execution or payment, as applicable, or at such time and on such date as Bank, in its discretion, will determine. Bank may, without prior notice or demand, obtain payment of any such amount by charging an Account, or any other account of Client for any Payment Order of Client. Client will reimburse Bank on demand for any Overdrafts in any Account arising by operation of this Funds Transfer Agreement.

## **13. Bank's Liability**

Within a reasonable time, not to exceed fourteen (14) calendar days of Bank sending Client a Statement or a notice of a Payment Order or Funds Transfer, such notice having been provided electronically as agreed by Client or by mail, Client will notify Bank in writing of any discrepancies, unauthorized transactions, or other errors with respect to such Statement, Payment Order or Funds Transfer. Client agrees that such written notification is a condition precedent in any litigation in which Client and Bank are adverse parties as to any claim allegedly arising or resulting from, or in any way related to, Bank's performance under this Funds Transfer Agreement, or alleged breach of any obligation of Bank arising under UCC Article 4-A, and that Client's sole right to any relief is limited to breach of contract.

#### **14. Client's Liability**

In addition to Section XIII.10 and notwithstanding anything to the contrary or any provision of Applicable Law, Client assumes all risks of action or omission to act of any intermediary Bank, paying Bank, or any other entity, whether or not selected by Bank, in connection with any Payment Order, Funds Transfer, Non-Value Messages, other communications, or any other person or entity in connection thereof.

#### **15. If Client is a Bank**

If Client is a "bank" (as defined in UCC Article 4-A), then Client is not deemed to be the originator of a Payment Order, but is deemed instead to be the "originator's bank" (as defined in UCC Article 4-A). In such event, Client, as originator's bank, indemnifies and holds Bank harmless for any Losses otherwise owed to Client to the extent that such Losses would not have been incurred by Bank if Client had been the originator.

### **PART VI: FUNDS AVAILABILITY POLICY**

This Part VI (the "**Funds Availability Policy**") provides information that Client should use to determine when funds deposited in the Account will be available for withdrawal. While Bank's policy is to make funds available expeditiously, various factors may delay the availability of deposited funds. The amount of time it takes for deposited funds to be made available for withdrawal will vary depending on the type of deposit Client places and the physical location of the bank on which a Check deposited into the Account is drawn, among other factors. During any such delay, Client may not withdraw the funds Client deposited, and Bank will not use the funds to pay Checks that Client has written. This Funds Availability Policy contains a schedule governing the availability of funds deposited at Bank and other rules and Bank policies related to the availability of deposited funds. This Funds Availability Policy does not apply to CDs. Bank may, in its sole discretion and in accordance with Applicable Law, make funds available more expeditiously than set forth in this Funds Availability Policy, although it undertakes no obligation to do so.

#### **1. Determining the Availability of a Deposit**

The length of a delay in availability of deposited funds is equal to the number of Business Days between the date of Client's deposit and the date the deposited funds are made available for withdrawal. If Client makes a deposit on a Business Day with a banker at a Financial Center, Bank will consider that day to be the date of Client's deposit. Eligible Check deposits scanned and

submitted via Remote Deposit Capture prior to 5:00 p.m. local time or via Mobile Deposit prior to 8:00 p.m. Eastern Time on Business Days are considered to be deposited on the same day. An eligible Check deposit that is scanned and submitted via Remote Deposit Capture or Mobile Deposit that is not scanned and submitted on a Business Day or scanned and submitted after the applicable aforementioned cut-off time on a Business Day will be considered received and will be processed on the next Business Day. Eligible Check deposits scanned and submitted via Remote Deposit Capture or Mobile Deposit are subject to additional terms and conditions as set forth in the Additional Disclosures. Checks mailed to Bank are deemed deposited on the Business Day they are received by Bank. Bank does not accept cash deposits by mail. Funds deposited to a night depository, lockbox or similar facility (other than Bank's proprietary ATMs) are considered deposited on the Business Day on which the deposit is removed from such facility and is thereby made available for processing by Bank.

If Client makes a deposit to a Bank ATM that accepts deposits before 3:00 p.m. local time on a Business Day, then Bank considers that day to be the date of Client's deposit. However, if Client makes a deposit to a Bank ATM after 3:00 p.m. local time, or on a day that is not a Business Day, then Bank deems the deposit to have been made on the next Business Day.

Please note that a Check Client deposits may be returned unpaid after Bank has made the funds available in Client's Account. If this happens, the amount of the returned Check will be deducted from Client's Account balance, and Bank may impose a fee as set forth in the Fee Schedule.

## **2. Same-day Availability**

Funds from the following deposits are generally made available on the day of Client's deposit:

- (a) Cash deposits.
- (b) Wire transfers.
- (c) Electronic Direct Deposits, such as social security benefits and payroll payments.

## **3. Next-day Availability**

Funds from the following deposits are generally made available on the first Business Day after the day of Client's deposit, provided that the deposit is made to an Account of the payee:

- (a) U.S. Treasury Checks.
- (b) Checks drawn on the Bank. Checks drawn on the Bank are not required to be deposited into an account of the payee for next-day availability.
- (c) Federal Reserve Bank Checks, Federal Home Loan Bank Checks, postal Money Orders, and travelers Checks.
- (d) State and local government Checks deposited in a Financial Center located in the state that issued the Check using a special deposit slip available upon request at the Financial Center. Special deposit slips may be used to deposit these Checks by mail or at non-staffed facilities, such as the Bank's proprietary ATMs.

- (e) Cashier’s, certified, and teller’s Checks using a special deposit slip available upon request at the Financial Center. Special deposit slips may be used to deposit these Checks by mail or at non-staffed facilities, such as the Bank’s proprietary ATMs.

**4. Check Deposit Funds Availability Based on Type of Withdrawal Transaction**

The first \$225 from the deposit of all Checks (other than Checks wholly subject to next-day availability, as provided in Section VI.3) is available on the first Business Day after the day of Client’s deposit for a cash withdrawal or to pay Checks Client has written to others. All of the remaining funds from a deposit of Checks (other than Checks wholly subject to next-day availability) are made available on the second Business Day after the day of Client’s deposit to pay Checks Client has written to others.

An additional \$450 of the deposit may be withdrawn in cash at 7:30 a.m. Eastern Time on the second Business Day after the day of Client’s deposit. All of the remaining funds are made available for cash withdrawal on the third Business Day after the day of Client’s deposit.

For example, if Client deposits a \$700 Check on a Monday, then \$225 of the deposit is made available on Tuesday to pay Checks to others and to withdraw cash. The rest is available to pay Checks on Wednesday. At 7:30 a.m. Eastern Time on Wednesday, Client may withdraw another \$450 of the deposit in cash, and Client may withdraw the rest in cash on Thursday.

The following chart summarizes these rules for Checks (other than Checks wholly subject to next-day availability), assuming they are deposited on a Monday and that all days are Business Days:

<b>Type of Withdrawal Transaction</b>	<b>Amount</b>	<b>Availability</b>
Cash withdrawal	• The first \$225 of the Check amount	• Tuesday
	• Any additional amount up to \$450	• Wednesday
	• Any remaining funds	• Thursday
Use of deposited funds to pay Checks written to others	• The first \$225 of the Check amount	• Tuesday
	• Any remaining funds	• Wednesday

**5. Longer Delays May Apply**

Funds Client deposits by Check may be delayed for a longer period of time under the following circumstances:

- (a) Bank believes that a Check Client deposits will not be paid.
- (b) Client deposits Checks (other than Checks wholly subject to next-day availability) totaling more than \$25,000 on any one day.
- (c) Client redeposits a Check that has been returned unpaid.
- (d) Client has repeated Overdrafts in the last six (6) months.
- (e) There is an emergency, including a failure of communications or computer equipment.

If Client deposits Checks (other than Checks wholly subject to next-day availability) totaling more than \$25,000 on a single Business Day, then the first \$25,000 of such deposit is made available to Client according to Bank's general policy as stated in this Funds Availability Policy. The amount of such deposit in excess of \$25,000, however, is made available to Client one (1) Business Day later than otherwise stated in this policy. For example, the amount of a Check deposit in excess of \$25,000 will, assuming the deposit is made on a single Business Day, be made available to pay Checks on the third Business Day after the day of Client's deposit and to cover cash withdrawals on the fourth Business Day after the day of Client's deposit.

Bank will notify Client if Bank delays Client's ability to withdraw funds for any reason, and Bank will notify Client when the funds will be made available. They will generally be available no later than the sixth Business Day after the day of Client's deposit. Client agrees that, subject to any requirements under Applicable Law, Bank is not responsible for the acts of any agent of Client or person or persons who Client has authorized to act on Client's behalf with respect to Accounts at Bank or for any other act that Bank deems is appropriate; provided, that Bank has acted in good faith.

## **6. Holds on Other Funds**

- (a) Check Cashing. If Bank cashes a Check for Client that is drawn on another bank, then Bank may withhold the availability of a corresponding amount of funds already in the Account. Those funds are made available at the time funds from the Check Bank cashed would have been made available if Bank had deposited it.
- (b) Other Account. If Bank accepts for deposit a Check that is drawn on another bank, Bank may make funds from the deposit available for withdrawal immediately but delay Client's ability to withdraw a corresponding amount of funds that Client has on deposit in another Account with Bank. The funds in such other Account are made available for withdrawal in accordance with the availability rules for the type of Check that Client deposited as provided elsewhere in this policy.

## **7. Special Rules for New Accounts**

If Client is a new client, then the following special rules apply during the first thirty (30) calendar days during which Client's Account is open.

Funds from the deposit of cash (if made in person), wire transfers, and electronic direct deposits are made available on the first Business Day after the day of Client's deposit. Cash deposits not made in person are made available on the second Business Day after the day of Client's deposit. The first \$5,525 of a day's total deposits of U.S. Department of the Treasury checks, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, postal Money Orders, cashier's, certified, teller's, traveler's, and state and local government Checks deposited in a Financial Center located in the state that issued the Check are made available on the first Business Day after the day of Client's deposit, provided that Client uses a special deposit slip for cashier's, certified, teller's, and state and local government Checks deposited in a Financial Center located in the state that issued the Check. With respect to the Items identified in the preceding sentence, any amounts Client deposits in excess of \$5,525 are made available by the fifth Business Day after the day of

Client's deposit. Funds deposited into a new Account from any other type of Check may be subject to longer delays in availability in accordance with Applicable Law.

## **PART VII: ERRORS AND FORGERIES**

### **1. Notice of Errors**

Except with regard to Funds Transfers subject to the Funds Transfer Agreement, Client must notify Bank of any errors in writing within fourteen (14) calendar days from the date the Statement containing the error is mailed or made available to Client. Such errors include, a Check Client did not authorize, a Check appearing on the Statement that is altered, a Statement error, or a failure to receive a Statement.

### **2. Notice of Forgeries**

Client must notify Bank in writing of any forged, unauthorized, improper, or missing Check endorsements within six (6) months after the Statement is mailed or made available to Client in any manner. If Client fails to give such notice, then the Statement is considered to be correct, and Bank is not liable for any payments made and charged to the Account.

If Client does not comply with the above requirements, then Bank is not required to reimburse Client for any claimed Loss, and Client cannot bring any legal claim against Bank in any way related to the Check or errors.

## **PART VIII: MAINTAINING AND MANAGING ACCOUNTS**

### **1. Interest-bearing Accounts**

When an interest-bearing Account is established, Bank will provide a rate sheet listing the current interest rate and Annual Percentage Yield ("APY") for Client's Account. Annual Percentage Yield Earned ("APYE") will be displayed on the Statements. APR and APY are two ways to calculate interest. APR reflects the simple interest rate over a year's time, while APY describes the rate with the effect of compounding, or the interest on interest. Interest bearing Accounts, except CDs, earn interest at a variable rate. Accounts will earn interest on the Current Balance in the Account, less the amount of any funds deposited into the Account that day. The interest rate may be as low as 0.00%, and Bank may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on Client's daily balances (tiered-rate account). Bank will not use any index, schedule, or formula to set, fix, or calculate the interest rate. Bank may pay the same interest rate on more than one tier. The tiers and corresponding interest rates are disclosed in the applicable interest rate sheet. Bank calculates interest using the daily collected balance method, applying a daily periodic rate to the collected balance in Client's Account each calendar day. Interest is calculated using a 365-day year, unless otherwise noted.

Interest is compounded daily for the number of calendar days Client's money is on deposit. For cash, Checks, wire transfers, and electronic deposits, interest begins accruing on the Business Day on which the funds become available, in accordance with the Funds Availability Policy. If the Account is closed before the end of the Statement Cycle Period, then interest will be paid for the number of calendar days the Account was open during the period in accordance with the daily balance method. Bank credits interest to Client's Account monthly, quarterly, semi-annually,

annually, or at maturity, depending on what kind of Account Client maintains. Unless otherwise stated in specific Account terms, accrued interest is credited to the Account at the end of the Statement Cycle Period. Interest is available for withdrawal after 7:30 a.m. Eastern Time on the first Business Day of the next Statement Cycle Period.

FOR THE AVOIDANCE OF DOUBT, FUND ACCOUNTS EARN DIVIDENDS, AND DO NOT EARN INTEREST. PLEASE SEE PART XII FOR DETAILS.

## **2. Account Statements**

Following the end of each Statement Cycle Period, unless Client's Account: (a) is a CD; or (b) otherwise in accordance with the applicable Product Terms or any Additional Disclosures, Bank will make available to Client a Statement. Bank encourages Client to elect to receive Statements electronically. If Client receives paper Statements, Bank will mail them to a current mailing address listed in Bank's records. Bank may change Client's mailing address if Bank receives an address change notice. A Statement is considered received by Client on the second Business Day after Bank mails it to Client, or if Client's delivery preference is electronic, when it is made available online. Client agrees to this timing even if the address Client provided to Bank is invalid. If Client is enrolled in Internet Banking, Client can enroll in eStatements to access Statements through Internet Banking. Bank may make available additional services to access Statements. Client will exercise reasonable care and promptness in examining Statements to discover any errors, irregularity or unauthorized activity. This Section VIII.2 does not apply to CDs.

## **3. Linked Accounts for Minimum Balance Requirement**

Client may request to link certain Client Accounts to other Client Accounts, as well as Flagstar Advisors, Inc. accounts, to help avoid minimum balance requirement fees solely at Bank's discretion. An Account may be linked to only one checking Account. Bank may automatically link Accounts or Bank may provide some of the benefits Client would be eligible for had Client requested Accounts to be linked. If upon request by Client and subsequent approval by Bank, Accounts with different ownership structure are linked, Client Account information may be made available to any other owner of any of the linked Accounts. If the Account to which Client's other Accounts are linked closes for any reason, it is Client's responsibility to request any other Accounts to be linked. Bank may delink Accounts at any time in its sole discretion without notice to Client.

## **4. Communications with Bank**

- (a) Generally. Except as otherwise expressly provided in this Agreement, Bank is not required to act upon any communication, notice, or instruction received from Client or any other person or to provide any notice or advice to Client or any other person with respect to any matter. Notwithstanding the foregoing, if Bank acts upon any communication, notice, or instruction, then Bank has a reasonable time in which to act, after actual receipt of the notice or instruction.

Except as otherwise expressly provided in this Agreement, any written notice or other written communication required or permitted to be given in connection with an Account may be delivered:

- i. to Client: (A) by postal mail, overnight courier, or email; (B) if Client is enrolled in Internet Banking, by posting to Internet Banking; or (C) by any other means of electronic communication in which Client is enrolled.
- ii. To Bank:
  - (A) for legal matters, by postal mail or overnight courier to Bank's Legal Department at 1400 Broadway, New York, NY 10017; or
  - (B) for all other matters, by postal mail or overnight courier, unless otherwise specified in this Agreement. Client may contact Bank 24/7 at 1-866-744-5463.

Any notice to Client is sufficient if Bank sends it to Client's last known address or email address appearing on Bank's records. Except as otherwise provided in this Agreement, notices to Client are effective upon receipt.

- (b) Contact for 24/7 Support. Bank's Client Care Services and Support is available 24/7. Call 1-866-744-5463. Individuals with speech or hearing disabilities: Please utilize a telecommunications relay service, which may be reached by dialing 7-1-1, to connect with an operator who can assist you with communicating with a Bank Client Services Associate at 1-866-744-5463.
- (c) Additional Information. Financial Centers of Bank are open on Business Days. Hours of operation vary. Visit Bank's website or Private Client Offices page for a complete listing.

To report a lost or stolen Card, Card number, or PIN, please call 1-866-744-5463, select option 6.

- (d) Monitoring and Recording. Bank may monitor, record, and retain Client's communications with Bank for purposes including, but not limited to, authentication, quality control, and training at any time without further notice to anyone, unless Applicable Law requires further notice. To the maximum extent permitted by Applicable Law, Client consents to such monitoring and recording. Monitored and recorded communications include phone conversations, electronic messages and records, and other data transmissions. Client agrees that any recorded communications may be admitted as evidence in any litigation, arbitration, controversy, hearing, or other proceeding.

## 5. Fees

- (a) General. Client agrees to pay fees in the amount of and according to the terms set forth in the Fee Schedule. Without requiring Client's prior notice or prior approval, Bank may debit the Account for the fees. Client acknowledges and agrees that third parties may assess other fees and charges, and bill and collect those fees and charges separately. Bank will continue to charge any applicable fees for an Account in Inactive or Dormant status if the Account has a positive balance.
- (b) Attorney Trust Account. If the Account is an Attorney Trust Account, then the service charges and fees (other than the cost of the initial checkbook order) are the responsibility



of the Escrow Agent maintaining the Account and can be paid in cash, by Check drawn by the Escrow Agent on the Escrow Agent's account, or as a debit authorized by the Escrow Agent on the Escrow Agent's account at Bank. Bank will deduct the cost of the initial checkbook order from the interest earned on the Attorney Trust Account. Bank pays the interest (minus permissible fees) to the relevant state program and will not debit the principal of the Attorney Trust Account for any other fees or service charges related to such Account. Client authorizes Bank to notify the appropriate state agency/authority if the Account is overdrawn or Checks are dishonored, if the applicable state requires notice of those events.

- (c) Escrow Account. If the Account is an Escrow Account, then the service charges and fees are the responsibility of the Escrow Agent and all such fees and charges for all Sub-accounts will be charged against the Master Account, unless otherwise in accordance with the terms and conditions governing an Escrow Account.

## **6. Setoff, Attachment, and Security Interest**

If Client owes Bank any fees, Overdrafts, or other amounts under this Agreement, Bank has the right to apply funds in any Client Accounts to pay such amounts. This right is known as setoff. When Bank exercises its right of setoff, Bank reduces the funds in Client Account(s) by the amount that is due or past due as allowed by Applicable Law. Bank is not required to give Client any prior notice to exercise Bank right of setoff. In addition, Bank may comply, in accordance with Applicable Law, with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant, or other legal process which Bank believes to be valid, including with respect to any account maintained by Client at an Affiliated Entity. In the course of complying with any of the foregoing, Bank may disclose to the person providing such legal process or inquiry in connection with any such process that Client maintains a securities or other account at an Affiliated Entity. Certain Benefit Payments may be protected from attachment, levy, garnishment, or other legal process under Applicable Law. If such protections would apply to deductions Bank makes for amounts Client owes to Bank, to the extent that Client may do so by contract, Client waives these protections and agrees that Bank may use these funds to pay fees, Overdrafts, and other amounts Client owes Bank under this Agreement. Bank may pursue collection and all other remedies available to it at law or in equity to collect any amounts owed.

Unless otherwise required by Applicable Law, Client grants Bank a lien on, and security interest in, each Account Client keeps with Bank, and other personal property that is in possession of either Bank or an Affiliated Entity, as collateral security for all fees and other amounts that may be owed or due to Bank in accordance with this Agreement. By opening and keeping each Account with Bank, Client consents to Bank asserting Bank's security interest should Applicable Law require Client's consent. Bank's rights under this security interest are in addition to and apart from any other rights under any other security interest Client may have granted to Bank. Client may not grant a security interest in, transfer, or assign Client's Accounts to anyone other than Bank without Bank's written agreement.

## **PART IX: CLOSING AND TRANSFERRING ACCOUNTS**

### **1. Closing Accounts**

Bank may close the Account (other than a CD Account) at any time without notice to Client for any reason, including Client's failure to use the Account as specified in this Agreement or in accordance with Applicable Law, or for no reason at all. Client may close the Account at any time upon notice to Bank for any reason or no reason at all. Notwithstanding, Bank is not required to close the Account at Client's request if: (a) Client has pending transactions; (b) the Account is overdrawn; (c) fees are owed to Bank; (d) the Account is subject to legal process (such as a garnishment, attachment, execution or levy); or (e) there is a hold on the Account.

Bank may automatically close the Account if the balance is \$0 or negative. If the balance is greater than \$1, then Bank will attempt to send Client notice that Bank has closed or will close the Account and will attempt to return the balance less any fees, claims, setoffs or other amounts. After the Account is closed, Bank has no obligation to accept deposits or pay any outstanding Checks, but Bank may reopen the Account if Bank receives a deposit. Bank has no liability for refusing to honor any Check drawn on a closed Account.

Client must cancel recurring payments or recurring withdrawals (e.g., bill payments and Debit Card payments) from the Account, otherwise they may be returned unpaid after the Account closes. Bank is not liable for any Losses that may result from not honoring Item or recurring payments that are presented or received after the Account is closed.

## 2. Abandonment of Account

- (a) Inactive and Dormant Accounts. Unless otherwise required by Applicable Law, Bank considers an Account to be "**Inactive**" if it has not had any Client-initiated activity for a period of twenty-four (24) consecutive months. Bank considers an Account to be "**Dormant**" if the Account has not had Client-initiated activity for an additional six (6) consecutive months, that is, a total of thirty (30) consecutive months. Client-initiated activity includes deposits, withdrawals, and one-time or recurring transfers authorized by the Client, including by ACH payment, or Bank receiving written notice that Client is aware of the Account. Bank will not provide Statements for Dormant Accounts.

If the Account is a CD, then this period begins on the original maturity date of the CD or any later maturity date that Client authorized.

Bank will reinstate an Inactive or Dormant Account to active status when a Customer-initiated deposit or withdrawal transaction occurs or Bank receives written notice of the Account from Client or someone legally able to act on the Account or act on Client's behalf.

- (b) Escheatment. If there is no Client-initiated activity within the time period specified by the unclaimed property laws of the state of your last known address as identified in Bank's records, and Client fails to respond to any Bank outreach (when required by Applicable Law) to confirm Client's awareness of, and interest in, the Account funds, then Bank may be required by Applicable Law to transfer the Account funds to that state. This transfer is known as escheatment. If the Account becomes escheatable, the Account will be closed and Statements will no longer be available. To recover Client's Account funds, Client must file a claim with the appropriate state.

### **3. Incompetence or Death**

Client will notify Bank promptly if Client learns or suspects that any Account owner or Authorized Signer has been declared incompetent by a court or other legal authority or has died. Client must also provide Bank documentation of any change in ownership or control of Client's business resulting from the death or incompetence of a business owner.

Bank will act as though all Account owners are alive and competent unless Bank receives proper notice otherwise and has reasonable time to act on such notice. When Bank receives proper notice, Bank may do any of the following:

- (a) Place the Account on frozen status by suspending all transactions and other activity in the Account until Bank receives documents verifying the incapacity or death and instructions regarding the funds remaining in the Account.
- (b) Pay (without inquiring) any Item authorized by the Account owner before being declared to be incompetent or dying.
- (c) Return or reverse deposits.
- (d) Apply funds in the Account to any amounts Account owner owes Bank or exercise its right of setoff or security interest in the funds credited to the Account.
- (e) Comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from Client's state of residence, even if that state is different than the one in which the Account was opened, except as otherwise required by Applicable Law. Bank may require additional documentation before complying with such directives. Bank may also require authenticated public documents and certified translations for Clients residing outside of the U.S. at the time of death or at the time at which they are declared incompetent.

If Bank releases funds after an Account owner's death and is required to pay tax or reclamation claims to a government agency as a result, the Account owner's estate is responsible for reimbursing Bank for an amount equal to the cost of such claims.

### **4. Transferring an Account**

If Client wishes to transfer Account ownership to another person, Client must provide to Bank any documents or enter into any agreements required by Bank, and Bank must consent to the transfer and note it in Bank's records before the transfer is valid and binding on Bank. However, Bank is not responsible for determining the validity of any such transfer.

## **PART X: ADDITIONAL TERMS FOR CERTIFICATES OF DEPOSIT**

### **1. Opening a CD**

Funding a CD may only be made via a funds transfer from a non-CD Account with Bank. Additional Deposits may not be made to a CD except on the day the CD is renewed. When opening

or renewing a CD at Bank, Client will not receive a certificate or passbook. Rather, Client will receive a CD receipt that acknowledges the opening or renewal of a CD. The CD receipt will state the title of the CD, opening date, maturity date, CD opening balance, interest rate, and Annual Percentage Yield.

## 2. Interest

Bank uses the daily balance method to calculate the interest on the CD. This method applies a daily periodic rate to the Current Balance in the CD each calendar day. Interest is compounded daily. Interest is calculated using a 365-day year. The Annual Percentage Yield assumes that the interest remains on deposit until maturity.

The interest will be earned from the day the CD is opened and is credited either at maturity (if the term is not greater than thirty (30) calendar days), or monthly and at maturity (if the term is greater than thirty (30) calendar days). The interest rate will not change through the maturity date of the CD. Interest is reported to the IRS for the calendar year in which the interest is earned and credited in accordance with Applicable Law.

## 3. Early Withdrawals

A withdrawal prior to maturity reduces interest. If withdrawal of principal is made prior to maturity, a penalty (“**Early Withdrawal Penalty**”) may be imposed in accordance with the applicable Fee Schedule, and Bank requires seven (7) calendar days to process the withdrawal request. If Client’s CD was automatically renewed and has a term other than a seven (7)-day term or fourteen (14)-day term, then Client may withdraw principal without an Early Withdrawal Penalty at any time between the maturity date of the CD and ten (10) calendar days after the maturity date. However, no interest is paid after the maturity date on amounts so withdrawn. If Client’s CD has a seven (7)-day term or fourteen (14)-day term, then Client may only withdraw the principal without an Early Withdrawal Penalty on the date the CD matures.

The Early Withdrawal Penalty is calculated by applying interest at the simple interest rate being paid on the CD to the principal amount withdrawn for the number of penalty calendar days as shown on the chart below for the CD’s maturity period. The penalty days are based on the CD’s maturity period, not on the length of time the funds withdrawn have remained on deposit. The amount of the Early Withdrawal Penalty is deducted from the principal on deposit in the CD if it exceeds the interest credited to, and not withdrawn from, the CD.

<b>Maturity Period</b>	<b>Number of Calendar Days for Penalty Calculation</b>
7 - 14 Days	7
30 days to less than 1 year (365 days)	30
Greater than 1 year (366 days+) and less than 3 years	90
Greater than 3 years and less than 5 years	180
5 years +	365

#### **4. Withdrawal of Interest**

Interest earned may not be withdrawn until credited. Credited interest to the CD during the current maturity period is not subject to the Early Withdrawal Penalty if it is withdrawn. However, if the CD is renewed, all interest credited to the CD in the prior maturity period that has not been withdrawn becomes principal and is subject to the Early Withdrawal Penalty unless it is withdrawn on the maturity date if the CD term is seven (7) to fourteen (14) calendar days or withdrawn within ten (10) calendar days after the CD is automatically renewed for all other terms.

#### **5. Grace Period**

CDs with a term of seven (7) to fourteen (14) calendar days do not have a grace period. CDs with any other term have a grace period of ten (10) calendar days from the date the CD is automatically renewed in which Client can close Client's CD or transfer funds from Client's CD to another account without being subject to Bank's Early Withdrawal Penalty. No interest is earned during this grace period if the CD is not renewed.

#### **6. Automatic Renewal**

Unless by the maturity date Client provides Bank with written instructions requesting a different disposition of Client's CD, then the CD will be renewed automatically into a CD of the same type and term as the existing CD. When a CD is automatically renewed, the interest rate for the renewed CD will be the interest rate offered by Bank on the renewal date of the CD for CDs of the same type and maturity period.

If Bank does not offer a CD of the same type that has the same term, then the CD will be automatically renewed as a CD of the same type with a term equal to the nearest longer or nearest shorter term, at the discretion of Bank. If Bank does not offer a CD of the same type, then the CD will not be renewed and funds in the non-renewed CD Account will be transferred via an electronic fund transfer to Client's non-CD Account with Bank that funded such CD Account.

The renewed CD earns interest at the rate then in effect at Bank for CDs of the same type and term. Bank may, in its sole discretion, refuse to permit the CD to be automatically renewed on the maturity date, in which event Bank will provide Client with notice at least by the date the CD is renewed or thirty (30) calendar days prior to the maturity date, whichever is later.

### **PART XI: ADDITIONAL TERMS FOR FOREIGN CURRENCY**

#### **1. Transactions in Foreign Currency**

- (a) General. Any transaction conducted in a Foreign Currency, such as sending or receiving a wire transfer to or from another country, depositing a Foreign Check, or exchanging Foreign Currency in a Financial Center, will use an Exchange Rate. When Bank decides to convert currency as part of a transaction, Bank may determine in Bank's sole discretion the currency Exchange Rate and assign that currency Exchange Rate to Client's transaction without notice to Client, and the Client relieves Bank from any liability with respect to determination of the Exchange Rate, including with respect to any errors, misquotations, or delayed execution involving the Exchange Rate. Client agrees to pay Bank for all fees

and charges applicable to such conversion. The Exchange Rate fluctuates, and Client acknowledges and accepts all risks that may result from such fluctuations. The Exchange Rate Bank uses includes a spread and may include commissions or other costs that Bank, any Affiliated Entity, or Bank's vendors may charge in providing Foreign Currency exchange to Client. The Exchange Rate may vary among Clients depending on Client's relationship, products with Bank, or the type of transaction being conducted, the U.S. Dollar amount, type of currency, and the date and time of the exchange, and whether the transaction is a debit or credit to Client's Account. These rates may be less favorable than rates quoted online or in publications.

- (b) Returned Foreign Currency Payment Orders. If a Foreign Currency Payment Order is returned to Bank, Client bears the risk of converting the amount returned back to U.S. Dollars, meaning that any refund to Client is the lesser of the amount of U.S. Dollars: (i) computed at the Exchange Rate at the time of the refund; or (ii) initially used to purchase the Foreign Currency for the returned Foreign Currency Payment Order.
- (c) Limits. Bank reserves the right, in its sole discretion, to limit the number and amount of Foreign Currency transactions or positions that Client may enter into or maintain.
- (d) Delays and Failures. Except as required under Applicable Law, Bank has no responsibility, and Client assumes any liability related to, delays in processing or failure to process a Foreign Currency transaction.

## **2. Deposit of Cash in Foreign Currency**

If Client seeks to deposit cash that is in a Foreign Currency, then Client must deliver the Foreign Currency to Bank. By delivering Foreign Currency to Bank, Client certifies that Client is in rightful possession of such currency and has all legal right and title to, and interest in, such currency. Bank will arrange to sell the Foreign Currency for U.S. Dollars at the Exchange Rate in effect on the date of such sale, and Bank will credit the Account in U.S. Dollars with the proceeds of such sale and debit the Account for Bank's fees and charges.

## **3. Purchase of Cash in Foreign Currency**

Foreign Currency exchange is only available at a limited number of Bank's Financial Centers and in certain Foreign Currencies, which may change from time to time. If Client seeks to purchase cash in a Foreign Currency, then Bank will purchase that Foreign Currency from a third-party vendor on behalf of and as agent for Client and will deduct from the Account the amount that will be needed to purchase the Foreign Currency, plus Bank's fee and charges. The Foreign Currency purchased is either: (a) held by Bank at the Financial Center either where the Account is maintained or selected by Client for pick-up by Client; or (b) delivered to Client in accordance with Client instructions.

If Bank makes funds available, in the currency of the Payment Order, to Client in anticipation of Bank's receipt of final payment of a Payment Order for which Client is the beneficiary, then Client agrees that all such funds made available prior to receipt of final payment: (a) constitute loans or advances by Bank and not acceptance of a Payment Order; and (b) is repayable upon demand to

Bank if the expected funds in the currency of the Payment Order are not actually received or finally settled.

#### **4. Foreign Currency Checks**

Client may not write Checks or give other withdrawal orders on Client's Account in a Foreign Currency.

#### **5. Purchase of Foreign Drafts**

To request that Bank order a Foreign Draft, Client must complete an application stating the Foreign Currency, the amount, the payee, payee's address and whether to mail the Foreign Draft to the payee or hold the Foreign Draft for pick-up by Client. If the application is approved, then Bank will debit the Account: (a) for the amount, in U.S. Dollars based upon the Exchange Rate, of the Foreign Draft issued; and (b) for the amount of Bank's fee. If there is insufficient available funds in the Account in U.S. Dollars that Bank estimates will be needed to purchase the Foreign Currency (which may include an amount to cover any increase in the Exchange Rate from the date the amount is deducted until the date the Foreign Currency is purchased, plus Bank's fee), then Bank may, in its sole discretion, cancel such order, require a new order, or reduce the amount of the Foreign Draft.

#### **6. Processing and Collecting Foreign Checks**

Bank may, but is not required to, accept for deposit Checks that are drawn on a non-U.S. bank or payable in a Foreign Currency. If Bank determines to accept a Check, then the actual amount Client receives for a Check payable in a Foreign Currency is determined at the Exchange Rate for such Item as in effect when Bank is paid for the Check. The Funds Availability Policy does not apply to any Foreign Check. Funds represented by Foreign Checks are not made available to Client until those funds have been collected, which is later than a Check drawn on a U.S. bank payable in U.S. Dollars. If a Check is returned later for any reason, Bank will subtract the amount of the Check and any charges from other banks from Client balance. Bank uses the applicable Exchange Rate in effect at the time of the return, which may be different from the Exchange Rate originally used for the deposit. If a Foreign Check is returned to Bank unpaid or there is some other problem with the Foreign Check, Client is responsible for the Item and may incur a loss.

Even though the Item is returned unpaid, Bank may charge Client for Bank's collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection process. If Bank provisionally credits Client's Account and a fluctuation in the Exchange Rate at the time of completion of the collection process results in Bank receiving a greater amount than was provisionally credited to Client, Bank has no obligation to credit the Account with the additional amount Bank received. If Bank accepts an Item for deposit which Bank later determines to be a Foreign Check, Bank may decide that the Item needs to be sent for collection. If so, Bank may reverse any credit given for the Item and mail the Foreign Check to Client. Client may ask Bank to send the Item for collection.

When Bank sends a Foreign Check for collection, Client understands that the Foreign Check is sent solely for Client, at Client's risk, and that Bank is not liable for any event in the collection process that is beyond Bank's reasonable control. Bank may send the Foreign Check through a correspondent bank or directly to the paying bank. Bank may deduct Bank fees and the fees and

charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from Client's account.

Upon Client request, Bank will try to determine the status of a collection. Client agrees to pay all fees and charges related to such a request. Bank may refuse Client's request if less than thirty (30) Business Days have passed since Bank first processed the collection.

## **PART XII: ADDITIONAL TERMS FOR MONOGRAM MONEY MARKET FUNDS PROGRAM**

### **1. ACKNOWLEDGMENTS**

MONEY MARKET MUTUAL FUNDS ARE NOT FDIC-INSURED, ARE NOT GUARANTEED BY BANK, AND MAY LOSE VALUE.

AN INVESTMENT IN A MONEY MARKET MUTUAL FUND IS NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AUTHORITY. ALTHOUGH THE MONEY MARKET MUTUAL FUND SEEKS TO PRESERVE THE VALUE OF EACH INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MONEY MARKET MUTUAL FUND. A FUND'S YIELD WILL CHANGE BASED ON CHANGES IN INTEREST RATES AND OTHER MARKET CONDITIONS.

FOR MORE INFORMATION REGARDING MONOGRAM MONEY MARKET FUNDS, INCLUDING THE MONEY MARKET MUTUAL FUND OPTION SELECTED IN THE ACCOUNT APPLICATION, CLIENT SHOULD REVIEW THE CURRENT PROSPECTUS FOR THE MONEY MARKET MUTUAL FUND. CLIENT MAY CONTACT BANK USING THE CONTACT INFORMATION SET FORTH IN SECTION VIII.4(a)(ii) (COMMUNICATIONS WITH BANK) TO OBTAIN A CURRENT PROSPECTUS. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES, AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT MONOGRAM MONEY MARKET FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

THE FUNDS ARE NON-AFFILIATED MONEY MARKET MUTUAL FUNDS. BANK IS NOT AFFILIATED WITH THE FUND MANAGER(S) OR DISTRIBUTOR(S) OF THE FUNDS. HOWEVER, BANK MAY RECEIVE FEES AND BENEFITS FOR THE SALE OF FUND SHARES AND RELATED SERVICES PROVIDED IN CONNECTION WITH THE FUNDS, AND SUCH PAYMENTS MAY CREATE A CONFLICT OF INTEREST. PLEASE READ THE PROSPECTUS FOR ADDITIONAL INFORMATION.

AS WITH ANY INVESTMENT, CLIENT'S INVESTMENT IN ANY FUND COULD HAVE TAX CONSEQUENCES. CLIENT SHOULD CONSIDER CONSULTING ITS TAX ADVISOR PRIOR TO INVESTING IN THE FUND. BANK DISCLAIMS ANY FIDUCIARY OR OTHER DUTY, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WITH RESPECT TO THE MONOGRAM MONEY MARKET FUNDS PROGRAM.

### **2. Eligibility**



Opening a Fund Account through the Monogram Money Market Funds Program is available only to Clients maintaining an Account offered by Bank other than a CD.

### **3. Appointment as Agent**

Client appoints Bank as its Client Agent to effect transactions for Client with the Fund, including purchases and redemptions of Fund Shares, and to hold Fund Shares purchased for Client in Client's Fund Account. Client authorizes Bank to receive and maintain on its behalf those funds received from Client for the purchase of Fund Shares, pending purchase of Fund Shares. Client authorizes Bank at the close of business on each Business Day: (a) to use any funds maintained in the Fund Account to purchase on its behalf Fund Shares; and (b) to the extent that Bank has received instruction to redeem Fund Shares on that Business Day, to sell a sufficient amount of Fund Shares held in Client's Fund Account to honor that instruction and to distribute the proceeds of such sale as prescribed in Section XII.5. Client understands that Client will be the beneficial owner of Fund Shares held for Client in its Fund Account. Client understands that: (i) Client will be able to purchase or redeem shares in the Fund through Bank only in accordance with Section XII.4 and Section XII.5; (ii) Dividends will be automatically reinvested by Bank on Client's behalf in Fund Shares; (iii) no stock certificates evidencing Client's interest in the Fund will be issued to Client; and (iv) Client will not be able to transfer or pledge shares of the Fund to any other person or entity.

### **4. Purchase of Shares**

After the close of business on each Business Day, the cash balance maintained in the Fund Account will be used to purchase Fund Shares. In accordance with the terms of the applicable Fund prospectus, certain limitations may apply concerning the maximum and/or minimum number of shares that may be purchased. If Bank is unable to purchase shares on Client's behalf as a result of limitations placed in accordance with the prospectus or for any other reason, the funds Client provided to Bank for the purchase of Fund Shares will continue to be held by Bank until the purchase of Fund Shares can be made or such funds are returned to Client.

### **5. Redemption of Shares**

The number of Fund Shares redeemed by Bank will be equal to the amount of the redemption request divided by the public offering price of the Fund Shares. On the Business Day that Client makes a redemption request, Bank may, in its sole discretion, advance to Client an amount equal to the proceeds of the redemption. On the date Bank receives the proceeds of such redemption, the amount of the redemption will be used to repay Bank the amount previously advanced by Bank to Client or Client's account at Bank or other depository institution.

### **6. Advances**

Client pledges to Bank, and grants to Bank a security interest in Client's Fund Account at any time, as well as the proceeds of the sale of such Fund Shares, in connection with and to the extent of any such advances to Client, whether the funds advanced to Client are paid to Client or paid to third parties pursuant to Client Checks or other instructions. Client understands that upon advancing funds to Client Bank will hold a sufficient number of Client Fund Shares to secure the

advance in full until Bank extinguishes the advance by redeeming Client Fund Shares. Client grants to Bank the right to take Fund Shares in Client's Fund Account as a set off against funds advanced to Client under this Agreement.

## **7. Dividends and Distributions**

In accordance with the Fund prospectus, Client's Fund Shares will earn Dividends from the day the shares are purchased until the day prior to the date those shares are redeemed by Bank on Client's behalf. Client understands that in accordance with the Fund prospectus, all Dividends earned by and distributions made with respect to Client's Fund Shares will be paid monthly to Client's Fund Account. These Dividends will be automatically reinvested in additional Fund Shares for Client

## **8. Periodic Statements**

Bank will, no less frequently than quarterly, make a Statement available to Client showing the Client's Fund Shares held in the Fund Account, Client's purchases and redemptions of Fund Shares, and fees incurred in connection with the Fund Account during the Statement Cycle Period.

## **9. Proxies; Shareholder Communications**

Client understands that Bank will not vote any shares of the Fund that Bank holds for you as Client Agent, except in accordance with Client's timely written instructions. Bank will cause to be sent to Client by mail all Fund proxy solicitation materials and proxies that Bank receives from the Fund. You are expected to return them promptly as instructed as to how the Fund Shares held on your behalf should be voted. Client relieves Bank of any liability if (i) proxies are mailed to Client but do not reach Client, (ii) Client's written instructions are mailed by Client but not received back for processing, or (iii) Client's written instructions are unable to be complied with because there is an insufficient period of time after receipt to vote. All shareholder communications with respect to the Fund will be forwarded to Client's current address as shown on Bank's records.

## **10. Termination; Suspension of Service**

If Client's Fund Account is closed, terminated or suspended, accrued Dividends prior to such closure, termination or suspension will be paid no later than the fifth (5th) Business Day of the month following the last month that the Fund Account was open.

## **11. Bank's Compensation, Fees and Charges**

Client understands that Bank may be entitled to receive compensation (including but not limited to any Fund "asset-based sales charge" and/or "service fee" calculated as provided for in the FINRA Rules of Fair Practice and paid under a plan adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940, as amended) as a shareholder servicing agent as more fully described in the Fund prospectus. Client also agrees to pay Bank the fees and charges set forth in the Fee Schedule.

## **12. FDIC Insurance and Resolution**

The cash balance associated with the Fund Account is eligible for FDIC insurance up to the maximum amounts permitted by Applicable Law until such time that Bank purchases Fund Shares with funds deposited into Fund Account. Once the Fund Account deposits are used to purchase the Fund Shares associated with the Fund Account (generally the next Business Day of depositing funds in the account), Client has ownership of such Fund Shares and the right to redeem Fund Shares. In the unlikely event of a bank failure, Client continues to have the right to the Fund Shares associated with the Fund Account as owner of those Fund Shares.

## **PART XIII: OTHER LEGAL TERMS**

### **1. Construction and Interpretation**

Capitalized terms used in this Agreement have the meaning provided in Part XIV.

Unless the context otherwise requires:

- (a) references to a particular agreement, instrument, or document includes all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, or document;
- (b) references to the plural number include the singular number (and vice versa);
- (c) references to “herein,” “hereunder,” “hereof,” or like words refer to this Agreement as a whole and not to any particular part, section, subsection, or clause contained in this Agreement; and
- (d) the headings in this Agreement are intended for convenience of reference and do not affect its interpretation and are not deemed to be a part of this Agreement.

### **2. Amendments**

Bank may amend or otherwise modify this Agreement at any time by sending notice to Client by regular mail, email, electronic communication, posting on Bank’s website, posting to Internet Banking (if Client is enrolled in Internet Banking), or any other means Bank uses to communicate to Client. Client’s failure to close the Account after the effective date specified in the notice of any amendment to this Agreement constitutes Client’s acceptance of such amendment.

### **3. Continuance of Obligations**

Client’s obligations under this Agreement will continue after the termination of this Agreement and/or Client’s Accounts at Bank and bind Client and Client’s administrators, successors, legal representatives and assigns. All rights, benefits, and privileges which Bank has or may have or come to have under this Agreement are extended to, conferred upon, and may be enforced by, Bank’s successors and assigns.

### **4. Cut-off Time**

Client acknowledges and agrees that the Account may be subject to Cut-off Times, and that if Bank receives any information, instructions, or Item subject to a Cut-off Time after the applicable Cut-off Time or on a day other than a Business Day, such information, instruction, or Item may be deemed received by Bank as of the next Business Day. Client can obtain information on Bank's current Cut-off Times by contacting Bank at the phone number or email address set forth in Section VIII.4(a)(ii).

## **5. Restricting Your Account**

If Bank suspects any suspicious, irregular, fraudulent, unauthorized, or unlawful activities, Bank may prevent, delay, or decline transactions, freeze all or some of the funds in Client's Account and otherwise restrict access to Client's Account. Bank may take these actions in its sole discretion and without liability to Client, but Bank is not obligated to take any such actions.

Client agrees that if Client's Account is restrained or blocked by legal process, court order, or government action, then Bank may remove the funds being restrained from the Account and place those funds in a separate account for Client's benefit until the Account or those funds are no longer restrained or blocked. Client agrees that, while those funds are in the separate account, they will not earn any interest, income, earnings credit, capital gains, or dividends, unless required by Applicable Law.

## **6. Bank's Use of Agents**

Client agrees that Bank may from time to time contract with and utilize Bank Agents and other third parties in providing an Account or performing any of its rights or responsibilities under this Agreement. Client acknowledges and agrees that Bank's ability to provide certain Account features or services may be contingent upon the continuing availability of certain services provided by Bank Agents. Bank is not liable for any errors or negligence of Bank Agents and other third parties, or the suspension of, or failure to provide any, services as a result of any error, negligence, or nonperformance by Bank Agents or other third parties. Client assumes all such risk associated with use of Bank Agents. In the performance of all work, Bank and Bank Agents are independent contractors and each has the sole right to supervise, manage, control and direct the performance of the details of said work to be performed by them. Client is interested only in the results obtained and the prompt performance of the obligations and agreements hereunder.

## **7. Client Employee and Client Agent Compliance with Agreement**

Prior to Client utilizing a Client Agent in connection with the Account, Client will notify Bank of Client Agent in writing as set forth in Section VIII.4(a)(ii) and Bank may reject the proposed Client Agent in Bank's sole and exclusive discretion. Except as set forth in this Agreement or otherwise prohibited by Applicable Law, if Client uses a Client Agent, all instructions received by Bank from Client Agent are deemed authorized by Client, and all acts and omissions of Client Agent are deemed the acts, omissions, and responsibility of Client and are governed by this Agreement. Client agrees, jointly and severally with Client Agent, to indemnify and hold Bank harmless from any and all Losses of any kind, which may be incurred by Bank relating to, or arising out of, the acts or omissions of Client Agent on behalf of Client. Client and Client Agent will execute and provide documentation of any such other agreement(s) or documents as deemed necessary or

appropriate by Bank prior to Client Agent performing any acts on Client's behalf. Client must provide Bank with written notice of any termination of Client Agent's authority to act on Client's behalf, and Bank has had a reasonable opportunity to act on that notice. Client agrees that Bank retains the right to reject any transactions initiated by Client Agent in its sole discretion.

## **8. Unlawful Internet Gambling**

Federal banking regulations prohibit any person or business entity engaged in the business of betting or wagering from knowingly accepting any payment in connection with the participation of another person or business entity in unlawful Internet gambling (a "restricted transaction"). Client acknowledges and agrees that Client is prohibited from processing a restricted transaction through Client's Account or other banking relationship with Bank. Client's participation, or attempted participation, in any restricted transaction through Client's Account or other banking relationship with Bank may result in the termination of Client's banking relationship with Bank and/or the closing of Client's Account. Bank reserves the right to decline any transaction that Bank believes is a restricted transaction.

## **9. No Waiver**

Bank is not deemed to have lost any of its rights under this Agreement because they have not been exercised. None of Bank's rights under this Agreement can be affected or waived verbally or by any act, acquiescence, practice, course of action, course of dealing, previous action, or failure to act. No waiver is effective unless made in writing and signed by an authorized officer of Bank who has full knowledge of all facts and then only to the extent set forth in such writing.

## **10. Limitation of Liability**

Client expressly waives all claims, present and future, accrued and unaccrued, whether based on, or arising from, statute, tort, common law rulings or principles of equity, and specifically waives any right to recover from Bank on any claim of negligence, breach of any implied covenant, breach of fiduciary duty, commercial unreasonableness, loss of business, loss of business opportunity or advantage. The sole relationship that exists between Bank and Client is that of creditor and debtor. Under no circumstances will Bank owe Client any fiduciary or other duty.

Except as required by Applicable Law, Bank's liability for any act or omission will not exceed direct Losses. If Bank is liable for any loss of interest, then such interest is at the rate of interest paid by Bank on the Account related to the Losses incurred and is limited to a maximum of thirty (30) calendar days' interest. Bank is not liable to Client for interest on any amount to be refunded or paid to Client with respect to an unauthorized, erroneous, or other Payment Order if Client fails to exercise ordinary care in determining that a Payment Order is unauthorized or erroneous, or fails to notify Bank of the facts thereof within a reasonable time, not to exceed thirty (30) calendar days, after the earlier of: (a) Client receiving notice from Bank of the acceptance of the Payment Order or that Client's Account was debited in the amount of the Payment Order; and (b) Bank sending Client the Account statement containing the details of such Payment Order. Bank's liability to Client will be reduced to the extent Client incurs any Losses as a result of Client's own negligence or lack of care, to the extent that such Losses would not have been avoided by Bank's exercise of ordinary care, and to the extent Client has recovered such Losses from any third party, including any insurer. Client agrees to pursue all rights it may have against such third parties,

including any insurer, prior to seeking indemnification under this Agreement. Client agrees to provide Bank all information requested by us with respect to any such insurance coverage. Any Losses recovered by Client from such third parties will reduce Bank's indemnity to you for such Losses in the same amount. You waive any right to subrogation against us with respect to any such insurance, bond, or other loss coverage.

Client further agrees that, in no event, will Client claim as Losses any: (a) special, punitive, indirect, or consequential damages (unless required in accordance with Applicable Law), whether economic or non-economic, loss of profits, loss of business, or other financial loss, lost savings, lost benefits, even if Bank has been advised of the possibility of, or could have foreseen, such damages or the possibility of such damages; and (b) Client's attorney's fees and expenses of litigation (including the fees and expenses of Client experts, consultants, or any other person, whether or not they testify), even if Client would otherwise be entitled to recover such attorneys' fees or litigation expenses to the extent permitted by Applicable Law, and any other legal cost, disbursement, or other expense, however denominated.

## **11. Indemnification**

To the maximum extent permitted by Applicable Law, Client is liable for and agrees at all times to indemnify, defend, release, and hold harmless Bank and Affiliated Entities from and against any and all Losses incurred by, or made or brought against Bank or any Affiliated Entities resulting, or directly or indirectly arising, from:

- (a) Client's use of an Account;
- (b) any act or omission of Client or Client Agent in connection with an Account;
- (c) any breach of this Agreement, including any representation, warranty, or covenant, by Client;
- (d) any violation of Applicable Law by Client;
- (e) Bank or Bank Agent's endorsement on Client's behalf of any Check or Item or warranty thereof (unless directly caused by Bank's gross negligence or willful misconduct);
- (f) any claim of any person that: (i) Bank or an Affiliated Entity is responsible for any act or omission of Client; or (ii) a Payment Order contravenes or compromises the rights, title, or interest of any third party, or contravenes any Applicable Law;
- (g) any act or omission of Bank or an Affiliated Entity within the scope of Bank or the Affiliated Entity's authority or discretion in connection with an Account; and
- (h) Bank or an Affiliated Entity's acting in good faith on instructions from Bank or the Affiliated Entity believed to be from Client or a person or entity acting on Client's behalf or otherwise complying with this Agreement.

## **12. Force Majeure**

Bank is excused from failing to perform, or any delay in performing, any of its obligations under this Agreement if such failure or delay is due to any cause beyond Bank's reasonable control, including acts of God, war, acts of a civil or military authority, terrorist acts, embargoes, riots, strikes, work stoppages, fires, storms, pandemics, epidemics, explosions, delays by suppliers, theft, shortage of adequate transportation facilities, shortages of parts or materials, changes in Applicable Law, power failures, or communication line interruptions.

### 13. Governing Law

This Agreement and any Account, Escrow Account, Fund Account, or any other account maintained by Bank for Client is governed by federal law and, to the extent not superseded by federal law, the laws of the State of New York, without regard to its choice of law principles.

### 14. Dispute Resolution

If Client has a dispute with Bank, Bank hopes to resolve it promptly. Client should notify and discuss disputes with Client's Private Client Group at Bank. If Bank is not able to resolve the dispute, then Client and Bank agree that the dispute will be resolved as provided below.

(a) For Accounts Opened In States Other Than California.

- i. *Lawsuits.* Client agrees to commence any action or proceeding against Bank relating to this Agreement regarding performance or non-performance, ONLY in a court of competent subject matter jurisdiction (state or federal) located within the State of New York and the County of New York, which is the exclusive venue and forum for all litigations between Client and Bank regarding or in any way relating to this Agreement.

In any action commenced by Bank against Client to enforce or protect Banks' rights hereunder, Client: (A) waives any objection Client may now or hereafter have to the venue of such proceeding, including that the venue or the court is inconvenient or improper; (B) agree that service of process may be effected upon you, and be deemed valid and sufficient, by mailing of a copy of the summons and complaint by first class mail to Client's address contained in Bank's records, whether or not, at the time of mailing: (I) such address is Client's current address; (II) Bank knew or should have known of a current or better or other address for Client; and (III) whether or not such mailing actually is received by Client. Service of process is deemed to be complete ten (10) calendar days after filing with the court of proof of such mailing, which may be made by affidavit, attesting to the mailing or depositing in an official depository under the care or custody of the U.S. Postal Service; and agree that nothing set forth herein affects Bank's right to effect service of process in any other manner authorized by Applicable Law. In any action, litigation, proceeding to enforce a judgment, restraining order or other legal process or other legal proceeding related to an Account or an agreement in which Client and/or Bank are parties, whether commenced by Client, Bank or any other person or entity, and, provided that Bank is not held at fault under a final determination in such proceeding, Bank is entitled to recover from Client its attorneys' fees, costs and

expenses (including those allocated to Bank's internal legal department) and expert's and consultant's fees (whether or not they testify) and expenses but Client waives, and will not have, any such reciprocal right against Bank. Any action commenced by Bank against Client is timely if commenced within the applicable period of limitations provided by Applicable Law. In any lawsuit or other legal proceeding in which Client and Bank are in different positions, Client agrees that Client will not claim that Bank waited too long to make its claim or state its position and Client agrees not to make any claim against Bank in the same legal proceeding if Client's claim does not involve the original claim in that legal proceeding.

- ii. *Limitation on Your Time to Sue.* Client must commence any legal action or proceeding against Bank with respect to any Account or this Agreement within one (1) year of the date of the occurrence of the event that is the subject matter of the action or proceeding but in no event beyond the time period set forth in any Applicable Law or agreement applicable to such event.
- iii. *JURY TRIAL WAIVER; OTHER WAIVERS.* CLIENT AGREES THAT, IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT IN WHICH BANK AND CLIENT ARE ADVERSE PARTIES, THE ACTION AS BETWEEN CLIENT AND BANK WILL BE TRIED BY THE COURT WITHOUT A JURY. CLIENT SPECIFICALLY AGREES AND CONSENTS THAT TRIAL BY JURY IS WAIVED AS TO EACH AND EVERY ISSUE WHICH MAY OR MIGHT BE TRIABLE AS OF RIGHT TO A JURY IN ACCORDANCE WITH APPLICABLE LAW.

In addition, Client agrees to waive the right to interpose against Bank any defense based upon lack of personal jurisdiction, inconvenience of forum, the statute of limitations, laches, waiver, estoppel, and any setoff, cross-claim, or counterclaim, however denominated, whether related or unrelated to this Agreement, or to any related agreement.

- iv. *Burden of Proof and Duty to Mitigate.* In any litigation in which Client and Bank are adverse parties, and Client seeks a recovery from Bank, Client has the burden of proving Client's claim to relief and all alleged actual and direct damages by clear and convincing proof and not merely a preponderance of proof. Client agrees to make all reasonable efforts, and will cooperate in good faith with Bank, to avoid or mitigate Client alleged damages or loss.
- v. *Attorney's Fees, Costs, and Expenses.* Client agrees to pay all losses, costs, disbursements and expenses (including, without limitation, fees and expenses of attorneys, including those fees, costs and expenses allocated to Bank's internal Legal Department, consultants and expert witnesses) incurred by Bank relating to Client Account as a result of: (A) Client's failure to comply with this Agreement; (B) a dispute among the owners, beneficiaries, heirs, or others claiming an interest to all or part of this Account; (C) any third party claim, notice, or legal action whether or not such claim is legally enforceable, any governmental or administrative investigation; (D) any action taken by Bank to resolve or comply



with such dispute, claim, or investigation or to protect Bank's interest; or (E) any litigation, action, proceeding to enforce a judgment, restraining order or other legal process or other legal proceeding relating to an Account or to an agreement in which Client and/or Bank are parties, whether brought by Client, Bank or any other person or entity, unless the final determination of such proceeding holds Bank at fault.

(b) For Accounts Opened In California.

If Client is not able to resolve the dispute and Client opened Client's Account in a Financial Center in California, Client agrees that either Bank or Client can initiate arbitration in accordance with this Section XIII.14(b). These provisions constitute the Arbitration Agreement between Client and Bank. **ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. CLIENT AND BANK AGREE TO WAIVE THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN COURT.**

- i. *Agreement to Arbitrate.* Either Client or Bank may choose, with the other's consent, to arbitrate all Disputes. A "**Dispute**" is any unresolved disagreement between Client and Bank, including any disagreements about the meaning, scope, or enforceability of this Arbitration Agreement. The only exception to this Arbitration Agreement are Disputes filed by Bank or Client in small claims court, so long as the Dispute remains in that court and is pursued on an individual basis.
- ii. *No Class Action or Joinder of Parties.* Client and Bank agree that no class or any other type of representative action can be pursued in arbitration or in court if either Client or Bank chooses to arbitrate a Dispute. Unless both Client and Bank agree, Disputes by or against others may not be joined, consolidated, or otherwise brought together in the same arbitration. If any part of this section is found to be unenforceable, then the entire Arbitration Agreement is unenforceable.
- iii. *Arbitration Procedure.* Client and Bank agree to the following procedures for arbitration of any Disputes:
  - (A) The party filing arbitration can choose one of the following arbitration administrators and follow its rules and procedures for the arbitration: the American Arbitration Administration ("**AAA**") in accordance with the AAA Commercial Arbitration Rules. Client can obtain a copy of the AAA Commercial Arbitration Rules at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
  - (B) The arbitration will be decided by a single, neutral arbitrator who is a retired judge selected in accordance with the rules of the arbitration administrator.
  - (C) The arbitrator will take reasonable steps to protect Client's and Bank's confidential information.
  - (D) The arbitrator will decide the dispute in accordance with the terms of Bank's agreements and applicable substantive law, including evidentiary privileges and

statutes of limitations. The arbitrator may award damages or other relief available under Applicable Law.

(E) At Client or Bank's request, the arbitrator will provide a statement of reasons for his or her decision in writing.

(F) If there are any differences between the arbitration administrators' rules and this Arbitration Agreement, this Arbitration Agreement governs.

(G) If the arbitrator awards \$0 for the party that filed the arbitration, awards more than \$100,000 against the party that did not file the arbitration, or awards injunctive relief, a party may request a new arbitration before a three (3)-arbitrator panel in accordance with the arbitration administrator's rules. This request must be filed with the arbitration administrator in writing within fifteen (15) calendar days of notice of the award. In this case, each reference to the arbitrator in this Agreement means the three (3)-arbitrator panel.

(H) The arbitrator's award is final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

iv. *Arbitration Fees and Costs.* The applicable arbitration rules and procedures determine who pays the arbitration fees, unless limited by Applicable Law. Unless required by Applicable Law provides otherwise, each party will pay its own costs and attorney, expert, and witness fees. The arbitrator may require either party to pay the costs and fees of the other party, including the fees of the arbitrator, to the extent permitted under Applicable Law.

v. *Right to Resort to Provisional Remedies Preserved.* In accordance with Applicable Law, Bank can exercise rights or remedies to exercise self-help remedies, such as the right of setoff or the right to restrain funds in any account, or to obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court having jurisdiction.

## 15. Injunctive Relief

Except as otherwise provided hereunder, the remedies set forth in this Agreement are not exclusive of the remedies available to Bank or Client at law or in equity. Without limiting the foregoing, Client acknowledges that Client's breach of its obligations under this Agreement may cause irreparable harm or injury to Bank and that Bank, without the requirement of posting bond or other security, may seek and obtain injunctive or other equitable relief against such breach or threatened breach without prejudice to any other remedies which may be available to it.

## 16. Severability

If any provision of this Agreement (or any portion thereof) is held to be invalid, illegal, or unenforceable and is struck due to its invalidity, illegality, or unenforceability, then the validity, legality, or enforceability of the remainder this Agreement will not in any way be affected or

impaired. Bank will incur no liability to Client due to the invalidity, illegality, or unenforceability of any provision of this Agreement (or any portion thereof) that may be struck.

#### 17. **Third-Party Beneficiaries**

The benefits of this Agreement do not inure to any third party, and nothing contained herein will be construed as creating any right, claim, or cause of action in favor of any such third party.

#### 18. **USA PATRIOT Act Notice**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for Client: When Client opens an Account, Bank will ask for Client's name, address, date of birth, and other information that will allow Bank to identify Client. Bank may also ask to see a driver's license or other identifying documents.

#### 19. **Survival**

Termination of this Agreement does not affect any of Client's obligations on its Account, including with respect any transactions pending upon termination, taxes, or any fees or other charges owed to Bank. For the avoidance of doubt, all other indemnifications and limitations of liability set forth in this Agreement survive termination of this Agreement.

### **PART XIV: GLOSSARY**

1. **AAA:** Has the meaning set forth in Section XIII.14(b)(iii)(A).
2. **Access Credentials:** A user ID or username, password, authentication token, voice identifier, or other access credentials provided by Bank that Client may use to gain Online Access.
3. **Account:** The applicable deposit account or accounts that Client has at Bank. For the avoidance of doubt, the scope of the term Account includes Fund Accounts, except where otherwise noted or clarified.
4. **ACH:** The Automated Clearing House.
5. **Additional Disclosures:** Has the meaning set forth in the introduction to Part I.
6. **Affiliated Entity:** Each of Bank, its affiliates, and Bank Agents, and their respective officers, directors, employees, affiliates, agents, representatives, licensors, suppliers, or service providers.
7. **Agreement:** Has the meaning set forth in the introduction to Part I.
8. **Annual Percentage Yield (APY):** The percentage rate reflecting the total amount of interest paid on an Account based on the interest rate and the frequency of compounding for a 365-day year.

9. **Annual Percentage Yield Earned (APYE):** The annualized rate that reflects the relationship between the amount of interest actually earned on Client's Account during the Statement Cycle Period and the average daily balance in the Account for the Statement Cycle Period.
10. **Applicable Law:** All applicable laws from a Governmental Authority, both domestic and foreign, as may be amended and in effect from time to time, including common or customary laws, statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, bylaws, rulings, orders, guidance, or operating circulars governing an Account or any activities or transactions in accordance with this Agreement.
11. **ATM:** An Automated Teller Machine.
12. **ATM Card:** The card issued to Client by Bank, which Client can use at ATMs located at Bank's Financial Centers or at other locations that are owned or leased by Bank and ATMs that accept such card and that are accessible by the Network to access those Accounts of Client's that can be accessed by such card and have been designated for such access.
13. **Authorized Representative:** Has the meaning set forth in Section II.3(b)(ii).
14. **Authorized Signer:** Has the meaning set forth in Section II.3(b)(i).
15. **Available Balance:** Funds in Client's Account other than a CD that Client may withdraw. Funds deposited to Client's Account other than a CD become available for withdrawal in accordance with Bank's Funds Availability Policy.
16. **Average Available Monthly Balance:** The amount determined by adding together the Available Balances on deposit in Client's Account at the end of each calendar day in the Statement Cycle Period and dividing the sum by the number of calendar days in the Statement Cycle Period.
17. **Bank, we, us, our:** Has the meaning set forth in the introduction to Part I.
18. **Bank Agent:** Any vendors, agents, subcontractors, service providers, subsidiaries, affiliates, and/or any third party used by Bank in connection with the Account.
19. **Bank ATMs:** ATMs located at Bank's Financial Centers or at other locations that are owned or leased by Bank.
20. **Benefit Payments:** Social Security benefits or disability, Supplemental Security Income, Veterans Administration benefits, or other types of benefit payments subject to government reclamation.
21. **Business Day:** Any day other than a Saturday, Sunday, a Federal Reserve holiday, or any other day Bank is legally closed.
22. **Card:** An ATM Card or Debit Card, as applicable.
23. **Card-Linked:** Has the meaning set forth in Section IV.2.

24. **CD:** A certificate of deposit Account in which funds must remain on deposit for a specific time period and on which Bank agrees to pay interest at a specific interest rate during that time period.
25. **CHIPS:** Has the meaning set forth in Section V.2.
26. **Check:** Has the meaning ascribed in Subparts C and D of Regulation CC promulgated by the Federal Reserve Board, as amended from time to time, including, without limitation, checks, Substitute Checks, Remotely Created Checks, Money Orders, drafts, and other instruments or Item payable in U.S. Dollars.
27. **Client, you, your:** Has the meaning set forth in the introduction to Part I.
28. **Client Agent:** A person or entity designated by Client to act on behalf of and as the agent of Client with respect to an Account.
29. **Correspondents:** Has the meaning set forth in Section III.1(e).
30. **Credit Lines:** Any credit line Client has, or in the future will have, at Bank.
31. **Current Balance:** The total funds in Client's Account including those funds that have not become available for withdrawal in accordance with Bank's Funds Availability Policy.
32. **Cut-off Time:** A processing cut-off time specified in this Agreement or other agreement with Bank.
33. **Debit Card:** The card issued to Client by Bank, which Client can use at ATMs located at Bank's Financial Centers or at other locations that are owned or leased by Bank and ATMs and POS Payment Terminals that are accessible by the Network to access those Accounts of Client that can be accessed by such card at such terminal and have been designated for such access.
34. **Deposit Account(s):** Any deposit account(s) Client has, or in the future has, at Bank that can be accessed by Client's Card.
35. **Dispute:** Has the meaning set forth in Section XIII.14(b)(i).
36. **Dividends:** Dividends earned on Client's Fund Shares purchased through Bank's Monogram Money Market Funds Program.
37. **Dormant:** Has the meaning set forth in Section IX.2(a).
38. **Early Withdrawal Penalty:** Has the meaning set forth in Section X.3.
39. **Escrow Account:** An Account that is any of the following: (a) the Master Account and related Sub-accounts established by an Escrow Agent to hold funds of one or more Escrowees; (b) an Attorney Trust Account; or (c) a Standalone Escrow Account.

40. **Escrow Agent:** Each attorney, law firm, Qualified Intermediary, individual, sole proprietor, corporation, partnership, limited liability company, or other entity opening an Escrow Account.
41. **Escrowee:** Each person or entity for whom an Escrow Agent is holding funds deposited into an Escrow Account.
42. **eStatement:** A service that allows Client to use Internet Banking to access Statements.
43. **Exchange Rate:** The rate at which Bank agrees to convert a Foreign Currency to U.S. Dollars or U.S. Dollars to a Foreign Currency.
44. **FDIC:** Has the meaning set forth in Section II.1(c).
45. **Fee Schedule:** Has the meaning set forth in the introduction to Part I.
46. **Financial Center:** An office of Bank at which Client can open Accounts and conduct Account transactions and other Bank business.
47. **Foreign Check:** Checks that are payable in any currency, including U.S. Dollars, that is drawn on a bank or branch of a bank located outside of the U.S.
48. **Foreign Currency:** Any currency other than U.S. Dollars.
49. **Foreign Currency Payment Order:** A Payment Order initiated by Client and denominated in Foreign Currency.
50. **Foreign Draft:** A Check drawn on a bank other than Bank that is payable in a Foreign Currency.
51. **Fund:** The fund selected by Client on Client's Account application, shares of which are purchased by Bank at the direction of and on behalf of Client in connection with the Monogram Money Market Funds Program.
52. **Fund Account:** A non-FDIC insured investment account opened through Bank's Monogram Money Market Funds Program which holds Client's Fund Shares.
53. **Fund Shares:** Shares purchased by Bank at the direction of and on behalf of Client in connection with the Monogram Money Market Funds Program, and held in Client's Fund Account.
54. **Funds Availability Policy:** Has the meaning set forth in the introduction to Part VI.
55. **Funds Transfer:** Has the meaning set forth in the introduction to Part V.
56. **Funds Transfer Agreement:** Has the meaning set forth in the introduction to Part V.
57. **Funds Transfer System:** Has the meaning set forth in Section V.2.
58. **FX Portal:** Bank's internet banking service or foreign exchange quotes data and trading portals.

59. **Governmental Authority:** The government of the United States of America, any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.
60. **Inactive:** Has the meaning set forth in Section IX.2(a).
61. **Internet Banking:** A service provided by Bank, which permits Client to perform various functions on Accounts linked to the service through the use of an internet-enabled browser.
62. **IRS:** The Internal Revenue Service.
63. **Item:** An instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a Payment Order governed by UCC Article 4A.
64. **Losses:** All losses, damages, claims, suits, actions, causes of action, judgments, awards, assessments, liabilities, fines, penalties, fees, charges, costs and expenses and other payments however suffered or characterized, all interest thereon, and all legal fees, including court costs, costs and expenses of investigating any claim, lawsuit, or arbitration, and any appeal therefrom, and reasonable attorneys', accountants', investment bankers', expert witness', or any other specialists' fees incurred in connection therewith.
65. **Master Account:** The Escrow Account, maintained at Bank by the Escrow Agent, and which is used by the Escrow Agent to manage the funds of one or more Sub-accounts.
66. **Mobile Deposit:** A service that provides Clients the ability to access and make deposits from a single Check into an Account through Bank's mobile app.
67. **Money Order:** A negotiable instrument purchased to make a payment to a third party. Money Orders are drawn on and payable through Bank.
68. **Monogram Money Market Funds Program:** Program offered by Bank wherein Client can establish a Fund Account at Bank to hold shares of those money market mutual funds that are available through Bank's Monogram Money Market Funds Program, which account holds shares purchased by Bank for Client as Client Agent.
69. **Nacha:** Has the meaning set forth in Section V.2.
70. **Network:** The NYCE and Pulse Regional Networks and the Cirrus<sup>®</sup>, Maestro<sup>®</sup> and Plus National and International networks.
71. **Non-Value Message:** Messages, including through SWIFT or another messaging service, on Client's behalf that are not Payment Orders or other value transfers that Client may request Bank to process, including, without limitation, MT199, MT799, MT999 and any additional or successor MT messages for transmission by Bank that SWIFT might adopt and implement in the future.

72. **NOW Account:** A negotiable order of withdrawal account as authorized by 12 U.S.C. § 1832(a).
73. **OD Finance Charge:** Has the meaning set forth in Section III.4(c).
74. **Official Check:** A negotiable instrument drawn on and payable through Bank that is purchased to make a payment to a third party.
75. **Offline Access:** Has the meaning set forth in Section V.4(a).
76. **Online Access:** Has the meaning set forth in Section V.4(a).
77. **Overdraft:** Has the meaning set forth in Section III.4(a)(i).
78. **Payment Order:** Has the meaning set forth in the introduction to Part V.
79. **PIN:** Personal identification number, is a numeric password that has been or will be issued to Client, for the purpose of authenticating Client as the owner of a Card and includes any personal identification number that replaces Client's PIN.
80. **POS Payment Terminal:** A point of sale payment terminal at which a Card can be used to access an Account designated for such access.
81. **Primary Account:** A Card-Linked Account that Client has designated as the default Account for transactions.
82. **Privacy Notice(s):** Has the meaning set forth in the introduction to Part I.
83. **Product Terms:** Has the meaning set forth in the introduction to Part I.
84. **Qualified Intermediary:** Has the meaning ascribed in 26 C.F.R. § 1.1031(k)-1(g)(4), as may be amended from time to time.
85. **Reference Rate:** The rate established by Bank, from time to time, at its principal office as its reference-lending rate for U.S. commercial loans.
86. **Remote Deposit Capture:** A service that allows Client to capture images of eligible Checks using a scanner and transmit those images and other data to Bank electronically for deposit to the Account.
87. **Remotely Created Check:** A Check drawn on an Account other than a CD that has been created by a merchant or other payee at Client's request or with Client's authorization or approval, whether directly or indirectly, and generally containing the information normally found on a Check, such as Client's name, the account number, Bank's name and Bank's routing number, but instead of containing Client's handwritten signature containing either Client's printed or typed name or a statement that Client has authorized the Check.



88. **Security Procedures:** The applicable procedures then in effect that Bank offers to Client for the purpose of verifying any communication initiating, verifying, amending or canceling a Payment Order.
89. **Standalone Escrow Account:** The Account maintained by the Escrow Agent holding funds of one Escrowee and that does not have Sub-accounts.
90. **Standing Instruction:** Has the meaning set forth in Section V.6(g).
91. **Statement:** The record of Account balance and activity that is provided to Client at the end of each Statement Cycle Period for an Account other than a CD.
92. **Statement Cycle Period:** The monthly period set at Bank's discretion to begin or end on the same calendar day, Business Day or day of a particular week each month, except that the initial and final Statement Cycle Periods may begin or end on a different day. Bank may decide to change the beginning or ending day of a Statement Cycle Period for all Accounts or for a group of Accounts. Any Statement Cycle Periods resulting from such a change in such beginning or ending day and the initial and final Statement Cycle Periods may be longer or shorter than a monthly period.
93. **Sub-account:** An account at Bank in which funds held in escrow for an Escrowee have been deposited, transferred, or allocated by the Escrow Agent. At the request of the Escrow Agent, the Sub-account may or may not earn interest.
94. **Substitute Check:** Has the meaning ascribed in Regulation CC promulgated by the Federal Reserve Board, as amended from time to time.
95. **SWIFT:** Has the meaning set forth in Section V.2.
96. **Third-Party Messaging Service:** Any third-party messaging services by which Bank may permit a Client to submit Payment Orders.
97. **TIN:** Has the meaning set forth in Section III.5(b).
98. **UCC:** The Uniform Commercial Code, as in effect in the State of New York.

## PRIVACY NOTICE

Effective February 2, 2024

<b>FACTS</b>	<b>WHAT DOES FLAGSTAR BANK, N.A., FLAGSTAR ADVISORS, INC. AND FLAGSTAR FINANCIAL &amp; LEASING, LLC (OR OF ANY SUCCESSOR THERETO) TOGETHER KNOWN AS “FLAGSTAR,” DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and credit history</li> <li>■ account balances and account transactions</li> <li>■ payment history and checking account information</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Flagstar chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Flagstar share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	No	We don’t share
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share

<b>Questions?</b>	Call 1-866-744-5463 or go to <a href="http://www.flagstar.com">www.flagstar.com</a>
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Flagstar Bank, N.A., Member FDIC, is an Equal Housing Lender. Flagstar Advisors, Inc. (Flagstar Advisors), member of FINRA/SIPC, is a registered broker-dealer, registered investment adviser, and licensed insurance agency. Flagstar Financial & Leasing, LLC (FFL LLC) is a specialty finance company. Flagstar Public Funding Corp. (FPFC) is a municipal leasing and financing

corporation. Flagstar Advisors, FFL LLC, and FPFC are wholly owned non-bank subsidiaries of Flagstar Bank, N.A.

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Flagstar Bank, N.A., Flagstar Advisors, Inc., and Flagstar Financial & Leasing LLC
<b>What we do</b>	
<b>How does Flagstar protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Flagstar collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ open an account</li> <li>■ show your driver’s license</li> <li>■ deposit money</li> <li>■ use your credit or debit card</li> <li>■ tell us about your investment or retirement portfolio</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can’t I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates’ everyday business purposes — information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Our affiliates include other companies with “Flagstar” in their name: financial companies such as Flagstar Financial &amp; Leasing, LLC and Flagstar Public Funding Corp.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Flagstar does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Flagstar does not jointly market.</i></li> </ul>
<b>Other important information</b>	
<b>California Residents Only:</b> See document titled <i>Additional Information for California Residents</i> for information about rights to limit information sharing.	