

FLAGSTAR BANK, N.A. – FLAGSTAR PRIVATE BANK

IMPORTANT NOTICE AND CHANGE IN TERMS FOR BUSINESS CLIENTS

THIS NOTICE HIGHLIGHTS IMPORTANT CHANGES TO THE TERMS ASSOCIATED WITH YOUR ACCOUNTS AND SERVICES AT THE PRIVATE BANK OF FLAGSTAR BANK, N.A. THE CHANGES BECOME EFFECTIVE FEBRUARY 2, 2024 UNLESS YOU CLOSE YOUR ACCOUNT PRIOR TO THAT DATE.

The Private Bank of Flagstar Bank, N.A. is referred to in this notice as the “Bank.” “You” and “your” means you the Client, its Authorized Signers and/or Authorized Representatives with an Account or Services subject to the Business Account Agreement and Disclosures (“Account Agreement”), Business Product Terms and Conditions (“Product Terms”), and the Schedule of Fees and Service Charges for Business Accounts (“Fee Schedule”; and collectively, with the Account Agreement and Product Terms, the “Account Documentation”). Capitalized words not defined herein have the same meaning as provided in the Account Documentation.

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Except as otherwise noted, your deposits are insured by the FDIC up to the maximum permitted by applicable law. Information and tools describing how deposit insurance coverage works are provided by the FDIC at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 for the hearing impaired.

PART I
OVERVIEW OF IMPORTANT UPDATES TO YOUR ACCOUNT TERMS

Why are you receiving this notice?

This notice is to let you know that the Account Documentation has been updated. When you opened an Account with the Bank, you reviewed and accepted the Bank’s terms and conditions as part of the Account Documentation. The Bank may in the future make additional revisions to the Account Documentation from time to time to reflect operational and regulatory changes, as well as changes to its products and services.

Do you need to do anything?

Your continued use of the Account will be your acceptance of the updated terms of the Account Documentation. Further, any ancillary documentation previously executed in connection with your Account, including, but not limited to, signature cards, banking resolutions, and/or enrollment forms for products and services, will remain effective upon your continued use of the Account.

You do not need to take any action; however, if you no longer wish to use the Account, please contact your Private Client Group.

Where can you see the full text of the updated Account Documentation?

You can view the full text of the updated Account Documentation on the Bank's website via this [link](#). If you would like the Account Documentation in paper format, please contact your Private Client Group.

When will these changes go into effect?

The changes to the Account Documentation go into effect on February 2, 2024.

How can you contact the Bank if you have any questions?

Thank you for continuing to be a valued Bank client. Please contact your Private Client Group with any questions relating to this notice or the updated Account Documentation. You may also call the Bank's Client Care Services and Support at 1-866-744-5463.

PART II CHANGES EFFECTIVE FEBRUARY 2, 2024

What changes become effective on February 2, 2024?

The Bank made certain changes to the terms affecting your Accounts. Below is a summary of the key changes to the Account Documentation. Please review the Account Documentation for full details.

Account Agreement

- Updates to the style, organization, and formatting of the Account Agreement.
- Clarifications related to check deposits, including requirements for check endorsements, night deposits, and incomplete, future-dated, conditional, and stale checks.
- Addition of a six (6)-transfer limitation for interest-bearing checking Accounts and NOW Accounts.
- Additional terms regarding to Official Checks and Substitute Checks.
- Additional terms related to provisional credits and Bank's right to charge back.
- Updates to terms related to Overdrafts and your obligations to pay Overdraft Fees, Returned Item Fees, and OD Finance Charges (for overnight overdrafts), including expanded applicability of those terms to all Account types.
- Clarifications regarding the posting order of Internet Banking, Mobile Banking bill payment, and ACH transactions.
- Clarifications regarding how interest is calculated, compounded, and credited.
- Updates to the types of transactions you can make using an ATM Card or Debit Card.
- Additional terms related to your liability for unauthorized Card use.
- Changes to transaction limits applicable to ATM Cards and Debit Cards.

- Clarifications and updates related to Bank's Funds Transfer Agreement.
- Updates and clarifications to Bank's Funds Availability Policy, including changes to the cutoff times; the availability of checks deposited via Remote Deposit Capture or Mobile Deposit; and the availability of deposits for new accounts.
- Additional terms related to your ability to link Accounts for purposes of satisfying minimum balance requirements.
- Additional rights for Bank related to our setoff and attachment rights and to our security interest in your Account.
- Additional terms related to closing your Account.
- Clarifications regarding escheatment and changes to when we are required to reach out to you prior to escheating funds in your Account.
- Additional terms regarding incompetence or death of an Account owner or Authorized Signer.
- Clarifications and updates related to CDs, including additional terms applicable for CDs with a 14-day term.
- Changes to our liability for processing delays or failures with respect to Foreign Currency transactions.
- Clarifications and updates related to the Monogram Money Market Funds Program.
- Changes to the ways in which we can notify you of amendments to the Account Agreement.
- Expansion of Bank's limitations on liability and your indemnification of Bank.
- Clarifications and updates related to Dispute Resolution in connection with the Account Agreement.
- Update to Privacy Notice to reflect the legal entity name change of Signature Financial LLC to Flagstar Financial & Leasing, LLC.

Product Terms

- Updates to contact information for the Bank and hyperlinks to access information via the Bank's website.
- Additional terms regarding suspension or termination of access to Services for User(s) and/or Administrator(s) appointed by a Client.
- Additional terms regarding single sign-on to third-party websites and apps through Internet Banking and Mobile Banking.
- Removal of terms related to Image CD/DVD Service, as Service is no longer being offered.
- Additional terms related to Linked Accounts via Internet Banking.

Fee Schedule

- Changes to fee amounts, including removal of certain fees and addition of certain fees.
- Updates to clarify the following:
 - The Fee Schedule applies to Accounts and Services with the Private Bank at Flagstar Bank, N.A.;
 - Enrollment in Account Analysis may be automatic upon enrollment in any Service; and

- The fees applicable to Accounts are based on whether Client is enrolled in Account Analysis.
- Updates to formatting and headers to ensure you are directed to the right information and certain fees were re-ordered to align with the appropriate headers.