

CIBC Bank USA Smart Account Agreements and Disclosures

Consumer Deposit Account Agreement, Deposit Account Disclosures, Fee Schedule for Consumer Accounts, Funds Availability Disclosure, Branch Locations, and US Privacy Notice

Welcome to CIBC Bank USA

CIBC Bank USA offers personal banking solutions to meet your everyday banking needs. Whether meeting your checking, savings, mortgage or personal lending needs, we strive to build trusting and enduring relationships by putting you at the center of all we do.

This Consumer Deposit Account Agreement, Deposit Account Disclosures, Fee Schedule for Consumer Accounts, Funds Availability Disclosure, and US Privacy Notice, and if you are a Canadian resident, the CIBC Canadian Privacy Policy (collectively “Disclosures”) provide you with the terms and conditions for your CIBC Bank USA Smart Account. Our US Privacy Notice is also made available as a link from the online account application screens as part of the account opening process and the CIBC Canadian Privacy Policy is available on CIBC.com. Please review this document carefully and retain it in a safe place for future reference. We thank you for banking with CIBC Bank USA and we look forward to building our relationship with you.

Deposit Account Agreement

Consumer Deposit Account Agreement for CIBC Bank US Smart Account

Effective May 2022

Introduction

By signing an account signature card or agreeing to the terms and conditions of an account through an online or electronic account application, making a deposit to or using an account (“Account”) at CIBC Bank USA (“Bank”), or keeping an Account open, you agree that your Accounts with us are governed by these terms and conditions (the “Account Agreement”), the terms and conditions provided in the signature card or online account application for each Account, and applicable Disclosures, as they may be amended. This Account Agreement applies to all consumer deposit Accounts.

These provisions apply to you, your heirs, or any party acting on your behalf or that acquires an interest in your Account.

Consumer Accounts are Accounts established primarily for personal, family or household purposes. These Accounts may not be used for business purposes. We may close your consumer Account or transfer the funds to a commercial Account if it is used for business purposes.

The words “Bank”, “we,” “our,” and “us” as used in this Account Agreement, mean CIBC Bank USA and the words “you” and “your” mean the Account holder(s) and anyone else who has the authority to deposit, withdraw, or exercise control over the funds in the Account. Other terms that are used in this Account Agreement are defined throughout the Account Agreement or in the Definitions section. Section headings

are for convenience only and do not affect the meaning of the sections. Where it makes sense, words that are singular, such as Account, also apply where there is more than one (for example, Accounts) and plural terms also include the singular.

The CIBC logo is a registered trademark of CIBC.

Definitions

The following terms have the meanings stated below when used in this Account Agreement:

- **ACH** means the United States Automated Clearing House Network.
- **Affiliate** means any entity that controls, is controlled by, or is under common control with the Bank, whether directly or indirectly.
- **Applicable Law** means applicable United States federal (“Federal”) law and Illinois law (when it is not superseded by Federal law), and applicable rules and regulations, including but not limited to, those issued by the Board of Governors of the Federal Reserve System (“Federal Reserve”) and other Federal banking regulators, the State of Illinois, and applicable clearinghouse and card association rules. State (“State”) as used in this Account Agreement refers to a state in the United States. Where State law supersedes Federal or Illinois law, the laws of the State where your Account is maintained will govern. Your Account is maintained at the branch where it was opened, unless we notify you otherwise. If you opened your Account by mail, Internet or other remote means, your Account is maintained at the branch in the State where you live if we have a branch in that State. If we do not have a branch in that State or you do not live in the United States, your Account is maintained in Illinois.
- **Business Day** means Monday through Friday, excluding Federal holidays, even though we may be open on a Saturday or Sunday. Transactions on Saturday, Sunday and Federal holidays are posted on the next Business Day.
- **Check** means check, draft, electronic image, or other negotiable instrument, including substitute checks, deposited to or debited from your Account.
- **Item** means any transaction posted to your Account, including Checks, in-person withdrawals or transfers, ATM transactions, credit or debit card transactions, preauthorized electronic funds transactions, ACH entries, or any other credits or debits to your Account.
- **Losses** means any loss, cost, liability, claim, damage or expense (including reasonable attorneys’ fees and court costs).
- **Overdraft** means a negative balance in your account that results when the available funds in your account are less than the amount of any Item(s) that are presented for payment and paid by the Bank.
- **Overdraft Fee** means the fee charged when the Bank pays an Item charged to your Account resulting in an Overdraft, rather than returning the Item.
- **New Deposit Account** means a deposit account that has not been open for longer than 90 calendar days. This definition is applicable only to external transfers as outlined within this Account Agreement.
- **NSF (Non-Sufficient Funds) Fee** means the fee charged when an Item presented for payment exceeds the available funds in your Account and the Bank returns the Item unpaid.

Agreement to Arbitrate

Please read this agreement to arbitrate carefully. Unless you opt out of this agreement to arbitrate, you and we are agreeing to binding arbitration, waiving the right to have our claim or dispute litigated in any court, except small claims court, waiving any rights to a jury trial and waiving any right to bring or participate in any class or other representative action. Your right to opt out of this agreement to arbitrate is described below.

Claims or Disputes Subject to Arbitration

This agreement to arbitrate applies to all claims or disputes (collectively “Claims”) between you and us related to your Account. This includes, but is not limited to, transactions, any related product or service,

this Account Agreement, any prior deposit account agreement with us, any disclosures, or advertising regarding your Account. This agreement to arbitrate applies regardless of the legal theory the Claims are based on or whether they arose in the past, may currently exist, or arise in the future. If a third party is also involved in a Claim between you and us, then the third party's Claim will also be decided in arbitration, and the third party must be named as a party as required under the rules for the arbitration. The arbitrator will decide all issues, including the arbitrability of Claims or the scope, and enforceability of this agreement to arbitrate, the interpretation of the prohibition of class and representative actions, and non-individualized relief.

Any Claim that the Bank or you filed individually in a small claims court to recover an amount less than \$5,000 is not subject to this agreement to arbitrate if the Claim remains in the small claims court's jurisdiction and proceeds on an individual basis.

Arbitration Process

The party filing an arbitration claim must select either JAMS or the American Arbitration Association ("AAA") as the arbitrator. That organization will apply its rules of procedure in effect at the time the arbitration claim is filed. If you initiate the arbitration, you must notify us in writing at **CIBC Bank USA, 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Legal Department/Legal Process.**

If we initiate the arbitration, we will notify you in writing at your last known address. You can obtain the arbitration rules and additional information about initiating arbitration by contacting the following arbitration organizations:

American Arbitration Association

1-800-778-7879 (toll-free)

Website: www.adr.org

JAMS

1-800-352-5267 (toll-free)

Website: www.jamsadr.com

If there is a conflict between the rules of procedures and this agreement to arbitrate or the Account Agreement, this agreement to arbitrate and the Account Agreement will control. If JAMS or the AAA is unable to handle the Claim for any reason, then the Claim will be arbitrated by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure. If the parties cannot agree on an arbitrator, one will be selected by a court in accordance with the Federal Arbitration Act (the "FAA").

A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided under applicable law.

Neither you nor we may disclose the existence, content or results of any arbitration except as required by Applicable Law, as necessary for judicial review or as we may be required in the ordinary course of our business.

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days after the award is issued. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrator. Any final arbitration award will be binding on the parties and enforceable by any court with jurisdiction.

Costs and Expenses

The party initiating the arbitration will pay the initial filing fee. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason to do so.

No Class Actions and Representative Procedures

You and we agree not to: (i) seek to proceed on any claim in arbitration as a class claim or class action or other comparable representative proceeding; (ii) seek to consolidate in arbitration any claims involving separate claimants (except for claimants who are on the same account), unless all parties agree; (iii) be part of, or be represented in, any class action or other representative action brought by anyone else; nor (iv) seek any award or remedy in arbitration against or on behalf of anyone who is not a named party to the arbitration. If these terms regarding class or representative procedures are legally unenforceable for any reason with respect to a claim, then this agreement to arbitrate will not apply to that claim.

Governing Law, Severability, and Amendments to this Agreement

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the FAA. To the extent State law is applicable, Applicable Law governs this agreement to arbitrate.

This agreement to arbitrate shall survive: (i) termination or changes to your Account or any related products and services we provide; (ii) the bankruptcy of any party; and (iii) the transfer or assignment of your Account, or any related products or services we provide.

No provision of this agreement to arbitrate may be amended (except notice information), severed or waived without a written agreement between you and us. If we had written notice of a Claim prior to the effective date of an amendment, the amendment will not apply to that Claim.

Opt Out Procedures

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of opening your account (or within 60 days of the effective date of this agreement to arbitrate, if your account was already open). If you want to opt out, write to us at **Client Support Center, CIBC Bank USA, 6825 West 111th Street, Worth, Illinois 60482**.

The opt out notice must include your name, address and the Account number(s) to which the opt out applies. If you opt out of this agreement to arbitrate, all other parts of your Account Agreement continue to apply.

General Terms

Consumer Deposit Accounts

The Bank offers a variety of checking, money market, savings, and certificate of deposit (also called certificates or CDs) Accounts. Detailed terms of your Accounts are included in the Deposit Account Disclosures included in this document. If you open a certificate of deposit Account, additional information is included on the confirmation for your certificate of deposit. We recommend that you print and retain

this page for your records. Account fees are stated in the Deposit Account Disclosures for your Account and other charges are listed in the Fee Schedule for Consumer Accounts. The Deposit Account Disclosures and Fee Schedule for Consumer Accounts are included as part of this document.

Checking Account Sub-Accounts

The Bank may create two sub-accounts for checking Accounts: a transaction sub-account and a non-transaction sub-account. Except as stated in this section, all of the provisions of this Account Agreement and the Deposit Account Disclosures still apply to your checking Account. If your checking Account earns interest, the same interest rate will apply to both sub-accounts. If your checking Account does not earn interest, no interest will be paid on either sub-account.

The Bank will transfer funds in the transaction sub-account to the non-transaction sub-account when these funds are not needed to pay checks, debits, or other Items drawn on your checking Account. We may establish a maximum balance for the transaction sub-account and transfer any funds that exceed that amount to the non-transaction sub-account. We may periodically reallocate the balances between the sub-accounts to make funds available in your checking Account to pay checks, debits and other Items drawn on your checking Account. Only the Bank can access the non-transaction sub-account. These transfers will be the only transactions on the non-transaction sub-account.

Only six transfers per statement cycle period are permitted from the non-transaction sub-account. When a sixth transfer is made from the non-transaction sub-account during a statement cycle period, all of the funds in the non-transaction sub-account will be transferred to the transaction sub-account.

Account Ownership

CIBC Bank USA Smart Accounts must be owned in the name of one or more natural people, either individual or as a joint tenancy with right of survivorship.

Accounts cannot be owned by a trust, or established as a fiduciary or custodial account. Authorized signers cannot be designated for the Accounts except due to death or incompetency of an Account owner or otherwise required by law.

Individual Accounts

An individual Account is owned by one person who holds the Account primarily for personal, family or household purposes. Unless there is specific written authorization approved by the Bank, only the person signing the signature card may withdraw funds from the Account or conduct any other Account transactions with the Bank. If the Account holder dies, the balance in the Account belongs to his or her estate. We require appropriate documentation before we release any funds to an estate.

Joint Tenancy Accounts

An Account with more than one Account holder will be established as a joint tenancy with right of survivorship under Applicable Law. (Right of survivorship is not applicable if an account holder is a Quebec resident at time of death.) Any funds deposited to the Account by any Account holder are considered owned by all of the joint tenants, with the right of survivorship, and not as tenants in common. The Bank may act upon the written direction of any one Account holder and may pay funds to any Account holder. Each Account holder may make deposits and withdraw from the Account. Any action by any Account holder shall be binding upon all Account holders. Each Account holder agrees to release the Bank from all liability in connection with any payments the Bank makes to any joint tenant. If a joint tenant dies, the balance in the Account passes to the remaining joint Account holders as joint tenants with right of survivorship.

People Permitted to Transact on an Account

Power of Attorney

At our discretion, we may permit a duly appointed agent under a power of attorney document to transact on your behalf on your Account in accordance with Applicable Law after the Account is opened. The power of attorney document must be acceptable to us. We may continue to honor the transactions of the agent until we receive, and have a reasonable opportunity to act on, written notice or actual knowledge of the termination of the agent's authority or the death of the Account holder. We are not responsible for any loss or damage you may incur because we followed instructions of an agent acting under a power of attorney.

Death or Incompetence

You must notify us immediately if any person who is authorized to conduct transactions on your Account dies or becomes legally incompetent. We may continue to honor Checks, Items, and instructions on the Account until we have knowledge of the death or incompetent status and have a reasonable opportunity to act on that information. We may place a hold on the funds in the Account or prohibit further transactions until we receive acceptable documentation of the death or incompetence and who may transact on the Account.

Deposits

You may make deposits in person, by mail, or through other means we make available to you. Additional restrictions on deposits to certain types of Accounts may be stated in the Deposit Account Disclosures and Consumer ATM and Debit Card Agreement. The Bank may refuse to accept or may return any Check or other Item for deposit, including those Items that are not properly endorsed. All Checks for deposit should be endorsed by everyone to whom they are made payable. We may accept any Item for deposit payable to any Account holder on the Account, even if it is not endorsed by you and if an endorsement is made electronically or by other computer or mechanical device. You agree that the Bank may endorse and accept these Items and agree to hold the Bank harmless for supplying or guaranteeing your missing endorsement or for accepting illegible or improper endorsements on Items deposited into your Account. At our option, we may refuse Items that are endorsed by third parties or require that they be verified or guaranteed. You warrant that all endorsements are genuine. You authorize the Bank to accept any Item without a written signature, such as an electronic check conversion transaction with an electronic signature, that is converted to an electronic fund transfer, or where the Bank cannot examine the signature. The Bank is not bound by any conditional or restrictive endorsement on a Check you deposit, or for any endorsement "without recourse."

For New Deposit Accounts, credits received from Automated Clearing House (ACH) debit transactions will be available on the eleventh Business Day after the date of deposit. For example, if you conduct an ACH debit transfer, the funds that are transferred from another financial institution to your Account at CIBC Bank USA will not be available until the eleventh Business Day after the date of deposit. When your Account is no longer considered a New Deposit Account, provided the Account is in good standing, the 10 Business Day hold on funds credited due to ACH debits will no longer apply and credits received from ACH debit transactions will be available on the third Business Day after the date of deposit. Please refer to the Funds Availability Disclosure for additional availability information applicable to your Account.

We may choose to take an Item for collection rather than for deposit. If so, we will credit your Account for the Item when the Bank receives payment for the Item from the issuing bank. We will give you provisional credit for Checks and any other non-cash Items (including Items drawn on the Bank) deposited at the Bank until we receive final collection for the Item. We may reverse provisional or final credit for Items that are returned unpaid and may charge a fee for a returned deposited Item as provided in the Fee Schedule for Consumer Accounts. You agree to pay any fees for collecting your deposit. If a deposited Item is returned unpaid, we may convert it to an electronic payment and redeposit it as an ACH entry.

This conversion and any related fees will not be considered electronic fund transfers.

If any deposit made to your Account under a direct deposit plan is required to be returned to the depositor, including the Federal government, you authorize us to deduct the returned amount and any applicable fee from your Account, or any other Account you have with us, at any time without prior notice, except as prohibited by law. We may also use any other legal remedy to recover these amounts.

Deposits received at our night depositories are not considered received by the Bank until we remove and record them. All transactions received after our “daily cut-off time” on a Business Day, or that we receive on a day we are not open for business, will be considered received on the next Business Day. Our daily cut-off times are stated in the Funds Availability Disclosure.

We are not liable for the loss or destruction of any Item we cash or collect for you or the conduct of another bank or person in connection with the Item. You agree to cooperate with us to locate or replace any Item that we lose or that is lost or misrouted during the collection process.

The Bank may charge your Account for the amount of an Item that is lost or misrouted during the collection process (and reverse any accrued interest in connection with the Item).

FDIC Deposit Insurance

Your deposits are insured up to the applicable limits under the Federal Deposit Insurance Corporation (“FDIC”) insurance coverage rules based on the category of account ownership. More information and tools to determine FDIC insurance coverage can be obtained from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). Our Bankers can also provide you with information about FDIC insurance coverage on your Accounts.

Withdrawals

Generally, any Account holder or Authorized Signer on an Account may withdraw or transfer all or any part of the available balance in the Account at any time. Your available balance is the balance in your Account after deducting 1) deposits that are not yet available for withdrawal under our Funds Availability Disclosure, 2) pending transactions (such as debit card purchases) that the Bank has authorized but have not yet been paid from your Account, and 3) any holds on your Account. The available balance does not reflect all of your outstanding Checks, automatic bill payments (including ACH and recurring debit card transactions) or other transactions that you have authorized but have not yet been paid from your Account. Additional restrictions on withdrawals from Accounts are stated in the Deposit Account Disclosures.

Only one signature is required for withdrawals from any Account even if the signature card for the Account or other documents state that more than one signature is required.

We may refuse any withdrawal or transfer request that is not on forms required by the Bank, is by a method we do not permit, exceeds the frequency limitations, or is for an amount greater or less than any withdrawal limitations. We may close your Account for transactions that do not follow these requirements, even if we permit some of these transactions. We use the date the transaction is completed by us, not the date you initiate it, to determine the frequency of transactions. We may pay any Item drawn against your Account that would be a substitute check if it did not contain an error or defect. See our Funds Availability Disclosure for information about when you can withdraw funds you deposit into your Account.

We may require advance notice of large cash withdrawals and may require that you provide adequate security when you accept the cash. Under Federal regulations, we may also require seven days prior written notice for withdrawals from an interest-bearing Account other than a demand deposit Account.

Withdrawals from a certificate of deposit prior to maturity may be restricted and subject to a penalty as provided in the Deposit Account Disclosures or the pre-maturity notice you received prior to renewal of your CD.

Posting Order and Payment of Items from Your Account

We generally process Items drawn on your Account on the Business Day they are received by us, in the following order: First, we will process wire transfers, debit card transactions, ATM withdrawals, cash withdrawals made at one of our branches and checks drawn on your Account that are cashed at one of our branches; and Second, we will post checks not included above, ACH transactions and CIBC NetBanking bill payment transactions. Within each of these categories, Items without serial numbers will be paid in the order that we receive them. Checks with check numbers will be paid in check number order, from the lowest number to the highest number. The order in which Items are paid is important because it may result in Overdraft Fees or Non-Sufficient Funds (NSF) Fees if you do not have sufficient funds available in your Account to pay the Items.

Overdrafts

We have no obligation to pay any Item unless you have sufficient funds available in your Account to pay the Item when it is presented. If there are insufficient funds in your Account to pay the Item (excluding card transactions), we may, at our discretion, pay the Item and create an Overdraft in your Account or return the Item for non-sufficient funds.

We encourage you to keep careful records to help you avoid authorizing debits to your Account without sufficient funds.

Statements and Limits on Claims

The Bank will send or make your Account statements available to you at the current address listed in our records or electronically as separately agreed to with the Bank. If there is more than one Account holder, we will send the periodic Account statement to the first Account holder listed on the signature card only, unless you direct us in writing to send the statement to a different Account holder. Contact us immediately if you do not receive your Account statement. See the Notices, Address or Name Changes section for information on changing your mailing address.

Your Responsibilities Regarding Statements and Unauthorized Transactions

This section does not apply to electronic fund transfers that are subject to Regulation E.

You are responsible for reviewing your Account statements, including all transactions, and notifying us of any errors, unauthorized signatures, alterations, forgeries, fraud, or other claims as soon as possible. If you do not contact us about an error or claim within 30 days from when we first send or make your statement available to you, the Bank is not liable for any claims for transactions or errors included in that statement. Also, if you do not notify us within this 30 day period, the Bank is not responsible for any additional Items with unauthorized signatures or alterations by the same person as those included in your statement. You agree not to bring any legal action or proceedings against us regarding any error or unauthorized transaction more than one year after the date we send or make available to you the statement, notice, or other record of the transaction. You must notify the Bank by calling us at 877-448-6500 or writing to us at CIBC Bank USA, 6825 W 111th St. Worth, IL 60482, Attention: Customer Support Center.

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you must provide us with sufficient information, sign an affidavit, and cooperate with our investigation of your

claim. You also agree to file a police report. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. You must pursue your rights against any other party related to your claim or, at our option, assign them to us so that we may pursue them. Any liability of the Bank for the claim will be reduced by the amount you recover or are entitled to recover from another party.

If you fail to report an error or unauthorized transaction within 30 days after we make your account statement available to you, you are precluded from asserting the error or unauthorized transaction against us. Your failure to notify us within this time period will be deemed conclusive proof that you failed to exercise reasonable care in examining your statement.

Unauthorized Transactions or Errors for Electronic Fund Transfers or Substitute Checks

The period in which you must notify us if your statement shows an unauthorized transaction or error may be different for an electronic funds transfer or substitute check. For information on electronic fund transfers errors or unauthorized transaction claims, refer to the consumer liability and error resolution provisions in the Electronic Funds Transfers section of this Account Agreement. For online banking transaction errors or unauthorized transaction claims, refer to the CIBC NetBanking Services Agreement.

Fees and Charges

You agree to pay any applicable fees and charges. We may deduct all charges in connection with your Account (collectively, "Charges") directly from the Account balance immediately when incurred, without prior notice to you, even if this causes your Account to be overdrawn. Charges include fees listed in the Fee Schedule for Consumer Accounts, reasonable charges for other services you request, and any other charges to the Account. If there is more than one Account holder, you are liable both separately and together with all of the Account holders for any shortage in your Account due to any Charges, whether it is caused by you or someone else. Any future deposits into your Account, including direct deposits of social security or other government benefits, may be used to pay any Charges, to the extent permitted by law. You are also liable for all of our costs in collecting these amounts, including our reasonable attorneys' fees, except as prohibited by law.

Security Interest and Set Off

You grant us a security interest in all Accounts owned by you, either individually or jointly, now or in the future, with us or an Affiliate, regardless of the amount you contributed to the Account, to secure payment of all claims, including any Charges we may have against you or a joint Account holder. This applies regardless of whether another party is also liable for the claims and whether the claims relate to the Account, an overdraft protection plan, a credit agreement, or other circumstances.

We may set off the funds in your Account against any debt you or any owner of the Account owe us or an Affiliate and any claim related to the Account, now or in the future, without prior notice and as permitted by law. You agree that in certain instances, such as to cover overdrafts, this may include the Bank's rights to set off against all future deposits to your Account, including direct deposits of social security payments or other government benefits. Debt based on a note includes the total amount that the Bank may demand at the time of set off, including any accelerated balance. This right of set off does not apply to: (a) IRA or other tax-deferred retirement Accounts, (b) a claim from a consumer credit card transaction, or (c) Accounts where you are acting in a representative capacity, except if the debt or claim pertains to that Account. We are not required to pay, nor are we liable for, any Item that is dishonored because we set off a debt against your Account and there were insufficient funds left to pay the Item. You agree to hold us harmless from any claim in connection with our exercise of our right of set off. All of our rights in this section also apply to any Affiliate.

The rights granted in this section are in addition to any other rights of the Bank, including the rights the Bank has under other security documents with you.

Our Liability

We are not liable for any actions we take based on your instructions. However, we may not follow your instructions and have no liability if we reasonably believe those instructions create liability for the Bank or do not comply with common banking practices or Applicable Law. You agree that we will only be liable to you to the extent we fail to act with ordinary care and those actions resulted in a direct financial loss to you. **We will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages or lost profits or income under this agreement, even if we were advised or should have known of the possibility of those damages or losses.** You agree that the Bank will not be liable to you for any Losses caused by something beyond our reasonable control including a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions; a legal constraint or governmental action or inaction; strike or labor stoppage; power failure; the breakdown of any communication or transmission facilities; or any suspension or failure of payments by another bank, including a Federal Reserve Bank.

Indemnification, Joint and Several Liability

In addition to the other terms in this Account Agreement, you agree to indemnify us and hold us harmless from all Losses pertaining to any third party claim related to your Accounts, this Account Agreement, your use of any Account and your breach of any of the terms of this Account Agreement. This indemnification does not apply to our conduct if we failed to exercise ordinary care. You agree that you are individually or jointly liable for any liabilities or Losses including, but not limited to, the indemnification obligations in this section that you or any other joint Account holder or signer may have to the Bank under this Account Agreement. You are liable regardless of whether another party is also liable for the claims and whether the claims relate to the Account, an overdraft protection plan, a credit agreement, or other circumstances.

Checks and Item Processing

Check Processing

We may process Items mechanically by relying on the information encoded along the bottom of the Items. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process Items and do not inspect all Items to determine if they are properly completed, signed and indorsed. If the dollar amount written in words does not match the numerical dollar amount on a Check, we may use either one when paying it. We may determine whether you have sufficient available funds in your Account to pay or return an Item at any time between the time we receive the Item and when we return the Item or send a notice in lieu of return. We are required to make this determination only once but may also review it again. Only one signature is required for us to process an Item, even if the signature card for the Account or other documents state that more than one signature is required.

You must use Checks and other Account documents obtained through or approved by us. The Bank is not responsible for Losses that result from improper or inaccurate printing on documents we do not approve. We may refuse to pay Checks if they are in a form that we cannot mechanically process using our ordinary equipment.

Check Cashing

We may charge a fee to anyone that does not have an Account with us who presents a Check written on your Account to be cashed at one of our branches as provided in our Fee Schedule for Consumer Accounts.

We may refuse to cash the Check or may require reasonable identification, including fingerprints. You agree that our refusal to cash a Check will not be considered wrongful dishonor if the person presenting the Check refuses to pay the fee or provide sufficient identification.

Stop Payments

This section addresses stop payment requests for Checks drawn on your Account. (It does not apply to Cashier's Checks.) Rules for stopping electronic fund transfers, such as ACH payments, are addressed in the Electronic Funds Transfers section of this Account Agreement and our online banking agreement with you. We may accept a request to stop payment on a Check from any Account holder or Authorized Signer. A stop payment request will not be effective unless it complies with this section and we have a reasonable opportunity to act on the request and verify that the Check has not been paid.

You must provide us with the Account number, Check number, date, dollar amount and name of the payee of the Check in order for us to process your stop payment request. If this information is not exact, your stop payment request will not be effective and we will not be responsible for failing to stop the payment. If you do not make your stop payment request in writing, upon the Bank's request you must provide us with written confirmation of the information via the stop payment request notification that we send to you or we may not continue to honor it. We will not notify you when your stop payment request expires. A stop payment request may only be released by the person who requested the stop payment. You agree to pay the Stop Payment Fee listed in the Fee Schedule for Consumer Accounts for each stop payment request.

You agree to indemnify the Bank for any damages or expenses, including attorneys' fees, we incur due to your stop payment request. You assign to us all rights against the payee or any other holder of the Check. You agree to notify the Bank promptly if a duplicate check is issued or the original is returned. You agree to cooperate with us in any legal actions that we may take against these parties. State law may permit other limitations on our obligation to stop payments.

Restrictive Legends and Stale Items

We do not honor any restrictive legends on your Checks. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00." We may pay any Item when it is presented to us even if it is not dated or dated after we receive it and we received notice that is postdated. We may pay a Check presented for payment more than six months after its date but are not required to do so. If you do not want us to pay a stale-dated Check, you must place a stop payment order on the Check as described in the Stop Payment section of this Account Agreement.

Lost, Destroyed, or Stolen Cashier's Checks

If you are the purchaser or payee of a lost, destroyed, or stolen cashier's Check that has not been paid, you may ask the Bank to replace the Check (or refund the money used to purchase the check if you request a stop payment) 90 days after it was issued. You must complete our form and provide specific information about the Check. You must also provide us with sufficient identification. The Bank has no further liability for the Check after it is replaced or your money is refunded. The Bank, at its option, may replace the Check before the end of the 90 day waiting period.

If the Bank replaces the Check prior to the end of the 90 days or stops payment of the Check, we may require that you provide sufficient indemnification, such as a surety bond or pledged account.

Electronic Funds Transfers

This section contains important information regarding electronic funds transfers (EFT) services, such as automatic deposits and other pre-authorized fund transfers to and from your deposit Accounts. This

section does not apply to wire transfers and other transactions that are not governed by the Electronic Fund Transfers regulation issued by the Board of Governors of the Federal Reserve System.

Types of Services

The types of EFT services we provide are listed below. Some of these services may not be available for certain types of Accounts. Please also see the Transfer Limitations subsection in the Consumer Deposit Accounts section of this Account Agreement for other limitations that may apply to these services.

1. **Card services.** Available Card services are described in the ATM and Debit Card Agreement.
2. **Electronic funds transfers.** You may authorize a third party to send or receive electronic fund transfers between your Account and an account of a third party in the United States. These transfers may use the ACH or other payments network. You will need to provide your Bank and Account information to the third party to make these transfers (either over the telephone, the Internet, or through some other method). You should only provide this information to trusted third parties whom you have authorized to initiate these electronic fund transfers. You agree that all ACH transactions are bound by the rules and regulations of the National Automated Clearing House Association and any local clearinghouse used to process these transactions, as they may be amended.

Examples of electronic fund transfers include:

Preauthorized credits. You may make arrangements for certain direct deposits, such as payroll and benefits payments, to be made to your Account.

Preauthorized payments. You may make arrangements for automatic one-time or recurring transfers for bill payments from your Account.

If you have a deposit account at our Affiliate, CIBC (Canadian Imperial Bank of Commerce), and initiate funds transfers to or from your CIBC account through CIBC Online Banking to or from your Account at CIBC Bank USA, those transfers are governed by your agreements with CIBC, not your agreements with the Bank.

3. **CIBC NetBanking.** If you enroll in CIBC Bank USA's CIBC NetBanking ("CIBC NetBanking") or are enrolled in CIBC NetBanking as part of the online account application for your Account, our online banking service, you may access your Account online by logging onto our website, www.cibc.com/US, and using your user identification and password to view your Account information and conduct authorized electronic transactions, including transfers between your designated Bank Accounts, and payments from your Account to a third party. The terms and conditions for CIBC NetBanking are contained in the CIBC NetBanking Services Agreement you receive when you enroll in our online banking service.
4. **CIBC Bank USA Automated Telephone Banking.** You may access your Account by telephone at 877-825-5554, using your personal identification number ("PIN"), to obtain certain Account information and transfer funds between Accounts you maintain with the Bank. We will not be responsible for any losses that you or others incur if we act on any request, order, or instruction we believe to be genuine. We may refuse to make any telephone request.

Documentation

Preauthorized credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 877-448-6500 or use CIBC NetBanking to find out whether or not the deposit has been made.

Periodic statements. You will receive a monthly Account statement from us. Our liability for failure to complete transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If you have an overdraft line of credit and the transfer would go over the credit limit;
- If the automated teller machine where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and
- There are other exceptions stated in the CIBC NetBanking Services Agreement.

Stop payments for preauthorized transfers

Right to stop payments and procedures for doing so. If you have told us in advance to make recurring electronic payments out of your Account, you can stop any of these payments. To do so, call or write us at the telephone number or address listed at the end of this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing within 14 days after you call. A Stop Payment fee will be charged. Please refer to our Fee Schedule for Consumer Accounts for the amount we will charge you for each stop payment order you request.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) We do not have to accept any requests for recurring payments from your Account if they vary in amount.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Unauthorized transactions

Consumer liability for unauthorized transfers. Tell us **at once** if you believe that an electronic fund transfer has been made without your permission. Calling us is the best way of keeping your possible losses down. You could lose all of the money in your Account. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00. If you do **not** tell us within two business days after you learn of the loss or theft, and we can prove we could have stopped the unauthorized transaction if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped the unauthorized transaction if you had told us in time. We will extend this time period due to extraordinary circumstances (such as a long trip or a hospital stay).

Additional limits on liability for debit Card POS transactions. You will not be liable for any unauthorized transactions using your debit Card, when used for POS transactions, if: (i) you have exercised reasonable care in safeguarding your Card from unauthorized use, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your Account is in good standing. If any of these conditions are not met, the additional limits on liability stated in this section do not apply and your liability is determined based on the Consumer Liability for Unauthorized Transfers section state above. “Unauthorized use” means that you did not provide the right to use your Card to anyone else directly, by implication or otherwise, and you received no benefit from the “unauthorized” purchase. This additional limitation on liability does not apply to PIN-based transactions. It is also limited to transactions processed by specific Card networks.

Contact in event of unauthorized transfer. Call or write us at the telephone number or address listed at the end of this section if you believe a transfer has been made using the information from your Account without your permission.

Error resolution notice

In case of errors or questions about your electronic transfers. Call or write us at the telephone number or address listed at the end of this section, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Please provide us with the following:

- Your name and Account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, or a foreign-initiated transfer) to investigate your complaint or question. If we need additional time to investigate this matter, we will provide you with a provisional credit to your Account within 10 business days (20 business days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Confidentiality

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us written permission; or
- As otherwise explained in our separate US Privacy Notice and CIBC Canadian Privacy Policy, as applicable

Contact Information

To report unauthorized transfers, stop payments, or errors regarding your Account, please contact us at:

CIBC Bank USA
6825 West 111th St
Worth, Illinois 60482
Attention: Client Support Center
877-448-6500

Wire and Other Funds Transfers

Governing Rules

This section applies to electronic funds transfers that credit or debit your Account, including wire transfers, that are not governed by Electronic Fund Transfers Act and Regulation E issued by the Federal Reserve and the Electronic Funds Transfer section of this Account Agreement.

You agree that these electronic funds transfers are bound by any rules and regulations then in effect governing the system through which they are conducted. You agree to provide instructions for these funds transfers in writing or as we may otherwise require. We may refuse to originate any funds transfer for any reason at our sole discretion. You cannot cancel or amend funds transfer instructions after they have been accepted by us.

Notice

Credits or debits to your Account made by funds transfers will be listed in your periodic Account statement or other Account information made available to you. We will not be required to provide any other notice to you.

Payment and Final Settlement

If we do not receive final settlement for any funds transfer credited to your Account, you agree that we may reverse the credit to your Account. If we receive satisfactory documentation that a credit entry was made in error or for the wrong amount, we may debit your Account for the amount erroneously credited. You agree to reimburse us if you have insufficient funds in your Account and we are unable to reverse a credit to your Account if we do not receive final settlement or if we are unable to debit your Account for an amount that was credited erroneously.

You also agree to pay us the amount of any fees and charges regarding any funds transfer described in this section.

Reliance on Account and Identifying Numbers

We are not responsible for detecting errors in any funds transfer instructions that you provide to us. You acknowledge that funds transfers may be made on the basis of an account number or other identifying number (including a bank transit routing number) we receive. We and any receiving bank (including any beneficiary's bank and any intermediary bank) may rely on the account number or other identifying number of any bank, person, or bank account specified in the electronic fund transfer instructions even if these numbers identify a different bank, person, or bank account than named in the instruction. You are still obligated to pay the amount of the funds transfer regardless of these or other errors in the instructions.

Security Procedures

We offer certain procedures for electronic funds transfers, including a “call back” or verification of the request. Your use of an electronic funds transfer constitutes your agreement that our procedures are commercially reasonable. You agree that we are not obligated to accept any instructions that are communicated to us other than in compliance with our approved methods and procedures and are not liable for refusing to act on instructions we do not accept.

Unclaimed Property and Dormant Accounts

We must turn over unclaimed or abandoned property to the State where the Account holder resides or as otherwise required in accordance with Applicable Law. Generally, the funds in your Account are considered unclaimed if you have not initiated any activity or written communication with us regarding your Account. The time period for determining when an Account is abandoned varies by State law.

We are not liable for the funds in your Account once they are turned over to the State. You must contact the State to reclaim them.

We will consider a checking, savings or money market Account dormant if there has been no customer contact or transaction activity for 24 months. Once an Account is dormant, we may stop sending Account statements to you. We must receive a written statement from the Account holder to reinstate a dormant Account. Please refer to the Consumer ATM and Debit Card Agreement for the dormancy periods relating to your debit card.

Important Information About Procedures for Opening a New Account

To assist in protecting you against identity theft, as well as 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. This means that when you open an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for additional information, including your driver’s license or other identifying documents.

Cash Transaction Reporting

All financial institutions must gather and report information on certain types of cash transactions to help law enforcement agencies detect illegal activities. We must refuse to handle a transaction if you do not provide us with the information required to complete the report.

Credit Verification

You agree that we may verify your credit and employment history at any time, including by obtaining a credit report from a credit reporting agency in accordance with Applicable Law.

Privacy

We will collect, use and disclose your personal information in accordance with: (1) the US Privacy Notice linked below and (2) if you are a Canadian resident, in accordance with the CIBC Canadian Privacy Policy as described below. This includes sharing information about you and your Account with our Affiliates (as defined in the US Privacy Notice) unless prohibited by Applicable Law, our US Privacy Notice Statement, or an opt-out exercised in accordance with our US Privacy Notice.

For Canadian residents: You consent to the collection, use and sharing of your personal information as described in the CIBC Canadian Privacy Policy “Your Privacy is Protected”. This includes exchanging information about you within Canadian Imperial Bank of Commerce and its Canadian affiliates (collectively “CIBC”), and with credit bureaus, government institutions or registries, regulators and self-regulatory organizations, other financial institutions, applicable program partners, any references you give us, and other parties as needed for: (i) identifying you; (ii) qualifying you (or someone you are providing a guarantee for) for products and services; (iii) verifying information you give us; (iv) protecting you and CIBC from error and

criminal activity; (v) facilitating tax and other reporting; (vi) complying with legal and regulatory obligations; or (vii) marketing products and services of CIBC, any CIBC partner program, or other third parties. We may contact you for any of these purposes at the numbers and addresses you have provided to us. If you no longer want to receive marketing from CIBC, you may contact us at 1 800 465-CIBC (2422) at any time. You will not be refused products or services just because you choose not to receive marketing. The CIBC Canadian Privacy Policy is available at any Canadian banking centre or on www.cibc.com. This policy may be updated from time to time. The most up-to-date policy will be available on www.cibc.com.

Account Disputes

We may place a hold on the funds in your Account (and prohibit payments or withdrawal of the funds) if there are competing claims for the funds or other disputes involving your Account. We may keep the hold in place until we are satisfied that the dispute has been resolved. We are not liable for any Items that are dishonored due to a hold on your Account in connection with a dispute. Alternatively, we may pay the funds in the Account to an appropriate court for resolution of the dispute. We may charge your Account for all fees and expenses we incur in connection with disputes involving your Account (including reasonable attorneys' fees and our internal expenses).

Legal Actions or Claims Affecting Your Account

If we are served with a subpoena, restraining order, levy, garnishment, citation to discover assets, search warrant, request for information from a government agency, or other court or administrative order pertaining to your Account ("Legal Action"), we will comply with that Legal Action. Any Legal Action is subject to our set off rights. If we determine it is appropriate, we may freeze (or place a hold on) the assets in the Account and not allow any payments out of the Account until we receive a final court determination regarding the Legal Action. We may freeze the assets in the Account even if the Legal Action does not involve all of the Account holders. We have no liability to you if there are insufficient remaining funds to pay Items because we withdrew or restricted access to the funds in your Account due to the Legal Action. Your Account will be charged a fee for handling the Legal Action as stated in the Fee Schedule for Consumer Accounts. We may also charge your Account for all additional fees and expenses we incur in connection with the Legal Action (including reasonable attorneys' fees and our internal expenses).

Security

You must safeguard your Account number and any access device for your Account. If you learn that any of your Account information or access devices have been lost or stolen, you must notify us immediately. If you fail to protect this information or fail to provide us with notice, you may be liable for the entire amount of any loss from your Account. For more information on liability for unauthorized transaction claims for electronic fund transfers refer to the consumer liability provisions in the Electronic Funds Transfers section of this Account Agreement. If you authorize someone to transact on your Account or provide your access device to someone else, you are liable for all transactions made by that person until we receive written notification from you that the person is no longer authorized to transact on your Account and have a reasonable time to respond.

If you inform us that your Account information has been compromised, we may, in our sole discretion, without any liability to you, (i) close your Account and open a new Account for you; (ii) dishonor any Item you indicated may be lost or stolen; or (iii) pay any Item you instructed us to pay provided you have given us the Item number.

As part of our loss prevention program, we may freeze the balance in your Accounts pending an investigation if we suspect irregular, unauthorized, or unlawful activities in connection with your Account. If we freeze your Account, we will give any notice required by Applicable Law.

Electronic Instructions

At our discretion, we may not act on instructions you give us by facsimile (fax) transmission, email message, or voice mail, unless we agree to do so in writing. No confidential information should be included

in any information that you provide to us through these electronic means because these transmissions may not be secure.

Notices, Address or Name Changes

You must notify us of any change to your address or your name. Unless we agree otherwise, change of address or name must be made in writing by an Account holder or as permitted through our online banking services. We will mail notices to the most current address we have in our records. We may send notices to you electronically at the most recent email address that you provided to the Bank if you elected to receive notices electronically. If there is more than one owner on an Account, we may send notice to any one Account holder. Any notice or deposit mailed to us will be considered delivered when it is actually received by us based on our ordinary business practices. Except as otherwise provided in this Agreement, written instructions you provide to us for your Account remain in effect until we receive written notice from you to change them and have a reasonable amount of time to act upon your request.

If we receive notice from the U.S. or other postal services or its agents that your address has changed, we may send Account statements and other notices regarding your Account to that new address. You agree that any notices that we send in accordance with this section, including any changes to the terms of this Account Agreement, will be considered effective notice to you. If we mail Account statements or other notices to you and they are not delivered or are returned to us, we will attempt to contact you by telephone. If we are unsuccessful in contacting you, we may place a hold on your entire account balance until you provide us with notification of your correct address. If we do not have a valid address for an Account for six months or more, we may consider your Account dormant or close the Account.

Electronic Communication and Documents

We may send to you any document for your Account in an electronic form if you have separately agreed with us to receive documents and notices electronically. This may include providing notices, disclosures, or statements to you electronically, instead of in paper form, to the extent permitted by Applicable Law.

Telephone Communication

To improve customer service and for accuracy, security, quality and training purposes, you agree that we may record and monitor your telephone communications with us or our representatives. If you provide us with your cell phone number as a contact number for your Account, you agree that we may contact you at that number. You agree that calls regarding your Accounts with us are not unsolicited.

Account Transfers

You may not transfer, pledge or assign your Account to someone else without our prior written consent. Unless we agree otherwise in writing, our right of set off or prior security interest has priority over rights of the party to whom the Account is transferred, pledged or assigned. If we consent to a transfer, pledge or assignment, we are not required to notify you or anyone else before disbursing any funds from your Account in accordance with what we in good faith believe are the terms of the transfer, pledge or assignment.

Illegal Activities

You agree not to use your Account for any illegal activity, including unlawful internet gambling. We may refuse any transaction we believe may involve illegal activity and any transaction involving gambling.

Closing Your Account

We may close your Account at any time for any reason upon reasonable notice to you. Reasonable notice depends on the circumstances and may vary as required by Applicable law. In some cases, such as when we cannot verify your identity, we suspect fraud, your account has a zero balance, or your account is dormant and overdrawn, we may provide you with notice after the change is made or your Account is closed. In some cases, notice may be provided in the form of a final statement indicating that the account has been closed.

If we close your Account, we will send you a notice at the last address listed in our records and a check for any remaining Account balance after deducting all applicable Charges. We may dishonor any Items presented for payment on your Account after it is closed.

You may close your Account at any time subject to the restrictions stated in the Deposit Account Disclosures. If you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding Items to be paid from the Account. We may, but are not required to, reopen any closed Account if we receive a deposit to the Account. We may charge you a fee if you close your Account within 90 days of opening it as provided in the Fee Schedule for Consumer Accounts.

After an Account is closed, we have no obligation to accept deposits or pay any Items, nor do we have any liability if we refuse to honor any Item drawn on the Account. We may inform consumer reporting agencies and other third parties of Accounts closed for misuse, such as excessive overdrafts or check kiting.

Amendments

We may change any term of this Account Agreement at any time. We will provide you with reasonable prior notice of these changes in writing or as otherwise permitted by Applicable Law. If we notify you of a change in any term of your Account Agreement and you do not close your Account when the change becomes effective, you have agreed to the new terms except as required by Applicable Law.

Governing Law

Your Account and this Account Agreement are governed by Applicable Law.

Conflicts

If this Account Agreement conflicts with any statements made by our employees, the terms of this Account Agreement will control. If there is a conflict between the terms of this Account Agreement and the terms of any of the Disclosures, the terms of the applicable Disclosure will control. If there is a conflict between the terms of this Account Agreement and Applicable Law, this Account Agreement will be considered changed only to the extent necessary to comply with the Applicable Law. If any term of this Account Agreement is unenforceable, it will remain enforceable to the extent permitted and all other terms of this Account Agreement will remain in effect.

Waiver

Any delay in enforcing our rights under this Account Agreement will not act as a waiver of our rights and will not affect your obligations under this Account Agreement. If the Bank waives any provision of this Account Agreement, that waiver will apply only on that occasion and does not change or amend the terms of this Account Agreement.

Deposit Account Disclosures:

CIBC Bank USA

120 South LaSalle Street

Chicago, Illinois 60603

1-877-448-6500 www.cibc.com/US

Deposit Account Disclosures For CIBC Bank USA Smart Account Non-Interest Bearing Checking Account

Eligibility Requirements

The primary owner must be an account owner on a CIBC consumer checking or savings deposit account in good standing or have a personal line of credit (PLC) in good standing at CIBC to open the account. All account owners must be enrolled in CIBC Online Banking or CIBC Mobile Banking with active Card status. All account owners must be U.S. or Canadian residents.

Minimum Balance to Open the Account

There is no required minimum balance to open this account. The account will be closed if no deposits are made to the account within 12 months from the date the account is opened.

Fees and Charges (All amounts are in U.S. Dollars):

Monthly Account Maintenance Fee:

An account maintenance fee of \$4.95 will be charged each month if the daily balance in the account falls below \$3,000.00 on any day of the monthly statement cycle.

Debit Transaction Fee:

A fee of \$1.25 will be charged for each Debit Transaction if you make more than 12 Debit Transactions in a monthly statement cycle. The maximum amount of the Debit Transaction fees charged to the account is capped at \$10.00 per statement cycle. Debit Transaction Fees are waived for each monthly statement cycle where the minimum daily account balance is \$3,000 or more each day of the statement cycle.

The Debit Transaction fee applies to all debit transactions including checks, withdrawals, transfers (debits), preauthorized payments, bill payments, People Pay payments, ATM withdrawals and debit card purchases.

Paper Statement Fee:

A fee of \$2.25 will be charged each monthly statement cycle for paper statements. This fee will not be assessed until the fourth statement cycle. There is no fee to receive monthly account statements electronically. To receive electronic statements instead of paper statements, you must sign up to receive eStatements through CIBC NetBanking after opening the account

Other Fees and Charges:

Please refer to the separate Fee Schedule for Consumer Accounts provided to you in this document for information about other fees and charges associated with this account. A Fee Schedule for Consumer Accounts will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

Processing Order

Please refer to the Consumer Deposit Account Agreement for important information about the order in which items are paid.

Additional Information Regarding Your Account

- Free CIBC NetBanking (online banking and Bill Payment)
- Free CIBC Bank US Mobile Banking. Message and data rates may apply. Contact your wireless carrier for details.
- Free CIBC Bank USA Automated Telephone Banking.
- 24-hour access to funds through Debit card transactions.
- Free electronic monthly statements available through CIBC NetBanking, including free check images.
- Up to four ATM transaction fees charged at non-proprietary ATMs are refunded, up to a maximum of \$20.00, per monthly statement cycle.

Fee Schedule for Consumer Accounts (All amounts are in US Dollars)

Account Fees

Excessive savings or money market transaction fee	\$10.00 per occurrence
Hold mail fee	\$25.00 per request
IRA transfer	\$35.00
Online banking and bill pay	Free
Mobile banking	Free

Stop payment	\$30.00 per check
Telephone banking	Free
Telephone transfer	Free

Checks

Check cashing for non-clients	\$5.00 per check
Counter checks/temporary checks	\$1.00 per 10 checks
Money orders	\$3.00
Official check	\$5.00

Collections

Collections/domestic	\$25.00
Collections/foreign	\$50.00
IRS levy, citation, subpoena or garnishment	\$175.00

Images and Photocopy Requests

Copy per check or deposit item	\$5.00
Copy per statement	\$5.00

International Services

Immigration letter	Free
Foreign currency orders	Varies
Foreign draft	\$30.00

Overdraft Fees and Returned Payments

Automatic transfer from one account to another to cover overdraft	\$10.00 per transfer
Returned deposited item fee (chargeback)	\$10.00

Research

Account activity (since last statement date)	Free
Account research	\$25.00 per half hour, \$25.00 minimum
Balance inquiry	Free

Wire Services

Wire transfer, incoming	Free
Wire transfer, outgoing domestic	\$30.00
Wire transfer, outgoing international	\$40.00

Additional Services and Fees

Coin counting - customer only	Free
Messenger service/armored car service	Varies
Notary service	Free
Savings bond redemption	Free

Additional fees and charges that apply to your account are stated in the Deposit Account Disclosures.

Funds Availability Disclosure

Your Ability to Withdraw Funds

This Funds Availability Disclosure applies to all “transaction” Accounts. Transaction Accounts, in general, are Accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other Accounts of yours with us. Checking Accounts are the most common transaction Accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit.

Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

Illinois Offices - Cutoff Times

Cut-off time for deposits at Illinois offices will vary by location. The cut-off time for deposits is the Lobby Hours closing time (“Closing Time”) of the office where the deposit is made, which is no earlier than 4:00 PM CT Monday through Friday. If you make a deposit at an Illinois office before Closing Time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an Illinois office on a Business Day after the Closing Time, or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. For a listing of offices locations and hours, please visit our website at <https://us.cibc.com/en/about-us/locations.html>.

Offices Located Outside Of Illinois Cutoff Times

If you make a deposit at an office located outside of Illinois on a business day that we are open and that occurs before 4:00 P.M. Monday through Friday, we will consider that day to be the day of your deposit. However, if you make a deposit at an office located outside of Illinois after 4:00 P.M. Monday through Friday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

All times mentioned above refer to the respective local times for each location.

Automated Teller Machines (“ATM” or “ATMs”) Cutoff Times

If you make a deposit at an ATM on a business day that we are open and that occurs before 2:00 P.M. Monday through Friday, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 2:00 P.M. Monday through Friday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

All times mentioned above refer to the respective local times for each location.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six months;
- There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Substitute Checks and Your Rights

As our client, we think it is important for you to know about substitute checks.

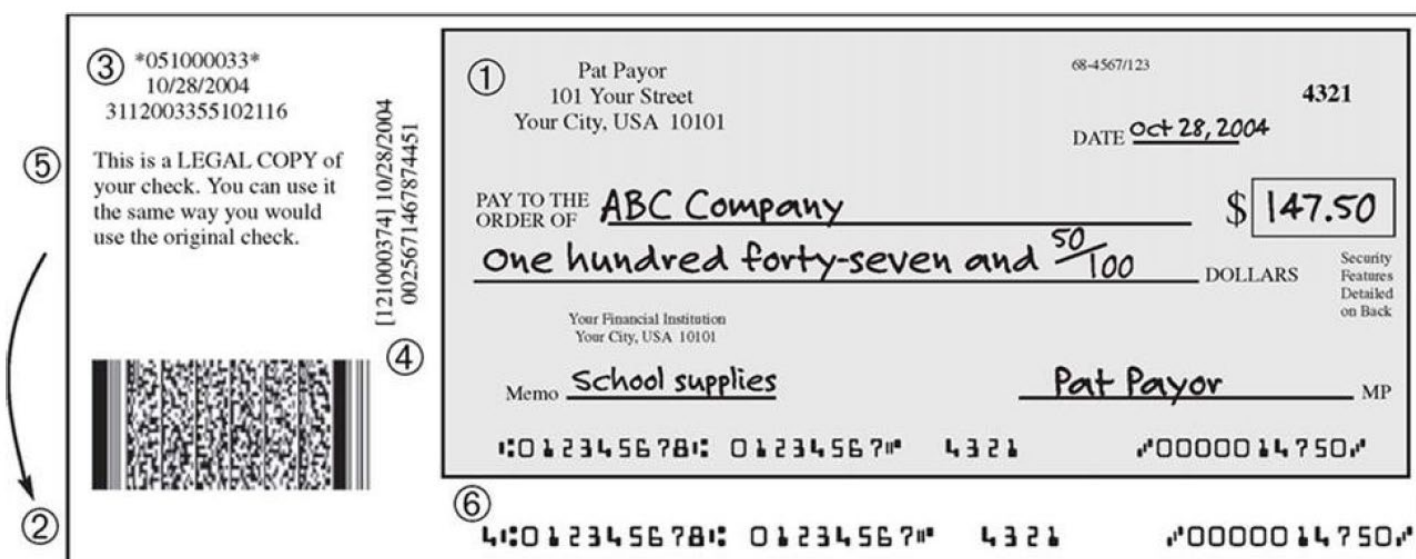
What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

Substitute Check Image

So you will recognize substitute checks when you receive them, we have included an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check. These numbers correspond with the numbers on the Substitute Check Image:



- An image of the original check appears in the upper right-hand corner of the substitute check.
- A substitute check is the same size as a standard business check.
- The information in asterisks relates to the “reconverting bank”—the financial institution that created the substitute check.
- The information in brackets (appears sideways facing check image) relates to the “truncating bank”—the financial institution that took the original check out of the check processing system.
- The Legal Legend states: This is a LEGAL COPY of your check. You can use it the same way you would use the original check.
- The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the “4” at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a “5” if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the Amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at **877-448-6500** or in writing at **CIBC Bank USA 6825 West 111th Street, Worth, Illinois 60482**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

IMPORTANT CONTACT NUMBERS:

Client Support Center

(877) 448-6500

ATM/Debit Card (Lost/Stolen)

(800) 236-2442

CIBC Bank USA Automated

Telephone Banking

(877) 825-5554

Information regarding Branch Locations and Operating Hours can be found at:

<https://us.cibc.com/en/about-us/locations.html>

CIBC Bank USA Privacy Notice is available online at: <https://us.cibc.com/en/legal/privacy-notice.html>