



Agility Certificate of Deposit Account Agreement and Disclosures

The following Important Terms, Deposit Account Disclosures, Fee Schedule, Consumer Deposit Account Agreement and Privacy Notice information applies to the CIBC Agility Certificate of Deposit Account (collectively, "Account" or "Accounts") at CIBC Bank USA.

1. CIBC Agility Certificate of Deposit Account Important Terms

Account Ownership:

The CIBC Agility Certificate of Deposit Account may be opened as an Individual or Joint Tenancy with Right of Survivorship account. The Account can be established as a Payable on Death (POD) account after it is opened. The type of account you select may affect how property passes on your death.

In order to be eligible for an account, all applicants must have a current U.S. home address, a U.S. Social Security Number, a valid U.S. driver's license or state identification card number, and be 18 years of age or older.

Accounts must be owned in the name of one or more natural people, either individually 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 these Accounts except due to death or incompetency of an Account holder or as otherwise required by law.

Deposits:

The opening deposit to the Account must be at least \$1,000.00 and may not exceed \$5,000,000.00. The opening deposit to the Account must be made by either:

- (i) An internal transfer from an existing deposit account at CIBC Bank USA for which an Account holder is the primary or joint account holder;
- (ii) An ACH debit to an account at another bank; or
- (iii) Mailing a Cashier's Check or personal check to the Bank made payable directly to the Account holder or CIBC. Third party checks, starter checks, foreign checks and temporary checks will not be accepted.

If a deposit is made by check, we reserve the right to subject the funds to a 10 Business Day hold. The hold will not affect the date from which the maturity date will be measured.

Required Account Balance:

If we do not receive your Certificate of Deposit account opening deposit within 30 days after your Account has been opened, we will close your Account.

Withdrawals:

Withdrawals from the Account can be made by: (i) Sending us a message through the “Contact Us” option in CIBC NetBanking; or (ii) submitting a written request to CIBC Bank USA c/o CIBC Agility Certificate of Deposit Account Department, 6825 West 111th St. Worth, Illinois 60482.

Withdrawals will be made by check, payable to all holders of the Account, and mailed to the Account holders’ address of record.

We may take up to 72 hours to process a withdrawal request.

Please note that the annual percentage yield disclosed to you for your Account assumes interest will remain on deposit until maturity. Any withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding.

EARLY WITHDRAWAL PROVISIONS

We may impose a 30 day simple interest penalty if you withdraw any or all of the principal balance of your certificate of deposit before maturity.

In certain circumstances, such as the death or incompetence of an owner of the account, the law may permit the waiver of the early withdrawal penalty. We require appropriate documentation before waiving the penalty in these circumstances. When we have confirmed the death of the last surviving Account owner, we will close the Account and proceed to pay the balance in the Account, including interest accrued until that date, to the estate of the last surviving Account owner or any Payable-on-Death (POD) beneficiary or beneficiaries, as applicable, and we will not charge an early withdrawal penalty.

Account Statements:

Account statements will be available to you within CIBC NetBanking on an annual basis. Account statements will be available by the second business day after December 31.

2. CIBC Agility Certificate of Deposit Account Deposit Account Disclosures

MINIMUM BALANCE REQUIREMENTS AND FIXED RATE INFORMATION

The interest rate on your account and annual percentage yield will be paid until maturity based on the following terms at account opening:

9 Month Term:

You must deposit a minimum of \$1,000.00 and a maximum of \$24,999.99 to earn an interest rate of 0.30% with an annual percentage yield of 0.30%. You will be paid this rate until maturity.

You must deposit a minimum of \$25,000.00 and a maximum of \$5,000,000.00 to earn an interest rate of 0.35% with an annual percentage yield of 0.35%. You will be paid this rate until maturity.

12 Month Term:

You must deposit a minimum of \$1,000.00 and a maximum of \$24,999.99 to earn an interest rate of 0.25% with an annual percentage yield of 0.25%. You will be paid this rate until maturity.

You must deposit a minimum of \$25,000.00 and a maximum of \$5,000,000.00 to earn an interest rate of 0.30% with an annual percentage yield of 0.30%. You will be paid this rate until maturity.

18 Month Term:

You must deposit a minimum of \$1,000.00 and a maximum of \$24,999.99 to earn an interest rate of 0.35% with an annual percentage yield of 0.35%. You will be paid this rate until maturity.

You must deposit a minimum of \$25,000.00 and a maximum of \$5,000,000.00 to earn an interest rate of 0.40% with an annual percentage yield of 0.40%. You will be paid this rate until maturity.

24 Month Term:

You must deposit a minimum of \$1,000.00 and a maximum of \$24,999.99 to earn an interest rate of 0.45% with an annual percentage yield of 0.45%. You will be paid this rate until maturity.

You must deposit a minimum of \$25,000.00 and a maximum of \$5,000,000.00 to earn an interest rate of 0.50% with an annual percentage yield of 0.50%. You will be paid this rate until maturity.

COMPOUNDING AND CREDITING

Interest will compound and credit monthly.

If you close your account before interest is credited, you will not receive the accrued interest.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding.

BALANCE COMPUTATION METHOD

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL ON NONCASH DEPOSITS

Interest begins to accrue no later than the business day that the account is funded. Your account is considered funded when we receive credit for the funds of your opening deposit.

FEES AND CHARGES

Please refer to the separate fee schedule provided below.

TRANSACTION LIMITATIONS

You may not make deposits into your account until the maturity date. You may not be able to make a withdrawal of principal from the account before maturity without incurring a penalty. Once interest is credited to the account, you will be able to withdraw the credited interest without penalty, provided the withdrawal of such interest is made prior to the maturity of the term in which the interest was credited.

MATURITY DATE

The maturity date of your Agility CD will be determined by the date of funding. The 9 month CD will mature 9 months from the date the account is funded. The 12 month CD will mature 12 months from the date the account is funded. The 18 month CD will mature 18 months from the date the account is funded. The 24 month CD will mature 24 months from the date the account is funded.

RENEWAL POLICIES

Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. The certificate will not renew if you withdraw the funds in the account at maturity (or within the 10-day grace period mentioned above) or if we receive written notice from you within the mentioned grace period. We can choose not to renew the certificate if we mail notice to you at least 10 calendar days before maturity. If either you or we cause the certificate to not renew, interest will not accrue after the final maturity.

Renewal terms are based on the term of your account. Your Certificate of Deposit will renew into the same term as your original CD. Interest compounds and credits on a monthly basis. The interest rate during a renewal term will be the same we offer on new time deposits on the respective maturity date that have the same term, minimum balance requirement, and other features as the renewing CD.

USE AS COLLATERAL

This account cannot be used as collateral to secure a loan from CIBC Bank USA nor from any other financial institution.

3. CIBC Agility Certificate of Deposit Account Deposit Account Fee Schedule

Account Fees

Dormant account fee	\$5.00 month, max \$60.00 annually
Online banking	Free
Mobile banking	Message and Data Rates May Apply.
Telephone banking	Free

Collections

IRS levy, citation, subpoena or garnishment	\$175.00
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Images and Photocopy Requests

Copy per statement	\$5.00
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International Services

Immigration Letter*	\$25.00
Foreign Currency Orders*	Varies
Foreign draft	\$30.00

Returned Payments

NSF fee (item returned)	\$35.00 per item, max \$175.00 per day
Overdraft fee (item paid)	\$35.00 per item, max \$175.00 per day
Returned deposited item fee (chargeback)	\$10.00

Research

Account Activity (since last statement date)	Free
Balance Inquiry	Free

4. Consumer Deposit Account Agreement for the CIBC Agility Certificate of Deposit Account

Effective April 2021

Introduction

By agreeing to the terms and conditions of the Agility Certificate of Deposit Account presented to you through CIBC Bank USA online account application, making a deposit to a CIBC Agility Certificate of Deposit account (“Account”) at CIBC Bank USA (“Bank”), or keeping an Account open, you agree that your Account with us is governed by these terms and conditions (the “Account Agreement”). Disclosures associated with the Agility Certificate of Deposit Account may be amended as allowed by law. 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 are Consumer Accounts and may not be 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.

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. Your Agility Account is maintained in Illinois. For Payable on Death (POD) Accounts, after the death of the last surviving Account owner, we will distribute the balance in the Account according to the law of the state of the last surviving Account owner’s primary address on file with us at the time of that Account holder’s death. If that state’s statutes do not specify how the distribution is required to be made, or if the primary address on file with us at that time is not in a U.S. state or the District of Columbia, we will pay according to Illinois law.

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.

Electronic Fund Transfer or Electronic Funds Transfer (EFT) has the same meaning as in the Electronic Fund Transfer Act and its implementing Regulation E issued by the Consumer Financial Protection Bureau and includes, but is not limited to, ACH transfers to or 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, EFTs, 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).

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:
<http://www.adr.org>

JAMS
1-800-352-5267 (toll-free) Website:
jamsadr.org

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 **Customer Service Department, 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

Interest

Current rate information may be obtained on our website at <https://us.cibc.com/en/agility/certificates-of-deposit.html> or from the CIBC BANK USA Digital Service Team at 844-704-7882 during regular business hours (Monday through Friday 8:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. CT). Interest will be credited directly to your Account unless otherwise provided in the Deposit Account Disclosures. Interest adjustments may not be made for amounts less than \$1.00.

Interest for all interest-bearing accounts will be computed for actual days on a 365-day basis. Interest paid on all interest-bearing Accounts is subject to any limitations imposed by applicable laws and regulations. The daily balance computation method and explanation of when interest begins to accrue on non-cash deposits are included in the Deposit Account Disclosures included as part of this document. At its option, the Bank may not pay interest on Accounts subject to a tax levy, garnishment, citation to discover assets, or other legal action.

Account Ownership

CIBC Agility Certificate of Deposit Accounts may be owned as an Individual or Joint Tenancy with Right of Survivorship account. The Account can be established as a Payable on Death (POD) account after it is opened. The type of account you select may affect how property passes on your death.

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 Account owner 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 or to any Payable-on-Death (POD) beneficiary or beneficiaries, as applicable. 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. 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. 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. All account holders have equal rights in the Account, regardless of whose funds are deposited, except as specifically provided in this Account Agreement and to the extent that Applicable Laws govern the disbursement of funds upon death, divorce, bankruptcy, or in certain other situations.

Payable on Death (POD) Accounts

You may establish your Account as a POD Account after the Account is opened with one to six POD beneficiaries. Designation of or changes to POD beneficiaries must be in writing on a form approved by the Bank and signed by all Account owners. POD beneficiaries for this Account must be natural persons (individuals) with a U.S. Social Security Number.

Each owner of the Account, during his or her lifetime, can make deposits, withdraw from or close the

Account, or change the POD beneficiaries at any time. Where there are two or more Account owners (not including any POD beneficiaries), they own the Account as joint tenants with right of survivorship. During the lifetime of the Account owner(s), POD beneficiaries have no rights over the Account or to the proceeds of the Account.

Upon notice of the death of all owners of the Account, we will close the Account and will not charge an early withdrawal penalty. The balance in the Account, including interest accrued until that date, is payable to the surviving POD beneficiaries or their legal representatives, as provided by applicable state law. State law, such as laws in community property states, may affect this distribution. We will distribute the balance in the Account according to the law of the state of the last surviving Account owner's primary address on file with us at the time of that Account holder's death. If that state's statutes do not specify how the distribution is required to be made, or if the primary address on file with us at that time is not in a U.S. state or the District of Columbia, we will pay according to Illinois law. If no POD beneficiary is living at the time of the death of the last surviving Account owner, the proceeds of the Account will pass to the estate of the last surviving Account owner, unless otherwise required under applicable state law. Ownership of a POD Account cannot be changed by will. The Bank requires appropriate documentation before releasing any funds to any POD beneficiary or representative.

NEW JERSEY RESIDENTS: This Account is subject to the provisions of the Multiple Party Deposit Account Act, N.J.S.A. 17:16l-1 et seq.

This Account is a POD account. Ownership of this Account cannot be changed by will.

This Account belongs to the owner(s) of this Account during the lifetime of the owner(s) and belongs to the surviving POD beneficiary or beneficiaries upon the death of all Account owners. The POD beneficiary or beneficiaries have no present right of withdrawal from the Account. Upon the death of the last surviving Account owner, the proceeds of the Account will belong to the surviving POD beneficiary or beneficiaries in accordance with applicable state law.

The Bank will have no liability for payments made pursuant to the Multiple Party Deposit Account Act. The Bank may make payment from this Account, including payment of the entire Account balance, pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the Account owners; and on request to a trustee in bankruptcy, receiver in any state or federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the Account owners. Please see the *Security Interest and Set Off* and *Legal Actions or Claims Affecting Your Account* sections of this Account Agreement for additional information.

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 by mail or through other means we make available to you. Additional restrictions on deposits to Agility Certificate of Deposit Accounts are stated in the Deposit Account Disclosures included in this document. 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."

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. 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 Applicable 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 at the end of this Account Agreement.

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 website at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired).

Statements and Limits on Claims

The Bank will make your Account statements available to you electronically as separately agreed to with the Bank. See the Notices, Address or Name Changes section for information on changing your mailing address.

Your Responsibilities Regarding Unauthorized Transactions Other Than EFTs

This section does not apply to electronic fund transfers subject to Regulation E. For error resolution and other information relating to electronic fund transfers subject to Regulation E, please see the section of this Agreement on Electronic Fund Transfers.

You agree that funds transfers other than EFTs are governed by any Applicable Laws then in effect governing the system through which they are conducted. You agree to provide instructions for these 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 transfer instructions after they have been accepted by us. 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.

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 844 7047882 or writing to us at CIBC Bank USA, 6825 W 111th St. Worth, IL 60482, Attention: CIBC Bank USA Digital Services.

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 attempt 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.

ELECTRONIC FUND TRANSFERS

This section contains important information regarding electronic funds transfer (EFT) services to and from your Account. This section does not apply to Fedwire transfers and other transactions that are not governed by the Electronic Fund Transfer Act and its implementing Regulation E issued by the Consumer Financial Protection Bureau.

Types of EFT Services

The types of EFT services we provide are listed below. Some of these services may not be available for your Account.

1. Third-party 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.

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.

2. CIBC NetBanking. If you enroll in CIBC NetBanking, our online banking service, you may access your Account online by logging onto our website, www.us.cibc.com, 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.

3. CIBC Bank USA 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.

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 circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and
- Other exceptions stated in the CIBC NetBanking Services Agreement.

Unauthorized Electronic Fund Transfers

1. 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.

2. 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).

3. 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 explained in our Privacy Notice included as part of this document.

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: CIBC Bank USA Digital Services

844-704-7882

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 CIBC Bank USA 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 any such 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 this includes 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.

Contact Information

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

CIBC Bank USA

6825 West 111th St Worth,
Illinois 60482

Attention: CIBC Bank USA Digital Services
844-704-7882

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 may consider your Agility Certificate of Deposit Account dormant if there has been no customer contact or transaction activity for one year after auto renewal occurs. Once an Account is dormant, we may stop sending Account statements to you. Our dormant Account fees are listed in the Fee Schedule. We must

receive a written statement from the Account holder to reinstate a dormant Account.

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.

Backup Withholding / SSN Certification

We must report interest payments we make to you of \$10.00 or more in a year to the Internal Revenue Service (IRS). If you do not certify the correct Social Security Number (SSN) on your Account, we are required to withhold and pay to the IRS a percentage of the interest earned on your Account. This is called backup withholding. We may also be required to begin backup withholding on your Account if the IRS informs us that you supplied an incorrect SSN or that you underreported your interest income.

Consumer Report Information

You agree that we may verify your identity and eligibility for the Account by accessing consumer report information about you from one or more consumer reporting agencies in accordance with Applicable Law.

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. 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 means of accessing your Account, including passwords. If you learn that any of your Account information or means of accessing your Account 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, to the extent permitted by Applicable Law. Please see the sections of this Agreement on Your Responsibilities Regarding Unauthorized Transactions Other Than EFTs and Unauthorized Electronic Fund Transfers for further information on our and your responsibility regarding unauthorized transactions and error resolution procedures.

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.

We may offer certain security procedures for funds transfers, including a “call back” or verification of the request. Your use of a 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.

Electronic Instructions

At our discretion, we may not act on instructions you give us by facsimile (fax) transmission, non-secure e-mail 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 means because these transmissions may not be secure. If you need to contact us via email with confidential information, please do so by sending us a message through the “Contact Us” option in CIBC NetBanking.

We are not responsible for detecting errors in any funds transfer instructions that you provide to us, except to the extent required under Applicable Law. 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 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.

Notices, Address or Name Changes

You must notify us of any change to your email address, physical address, or name. Unless we agree otherwise, change of email or physical address or name must be made in writing by an Account holder or as permitted through our online banking services. We will send notices to you electronically at the email address that you provided to the Bank. If there is more than one owner on an Account, we may send notice to any one Account holder. Any notice 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. Postal Service 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 email notices to you and they are not delivered and 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 email address. If we do not have a valid email address for an Account or do not receive any other communication from you for a period of one year after auto renewal, we may consider your Account dormant or close the Account, if permitted by Applicable Law.

Electronic Communication and Documents

We will send to you any document for your Account in an electronic form based on your consent to receive documents and notices electronically, 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 regarding your Account and your relationship with us. You agree that these calls are not unsolicited.

Account Transfers

This Account cannot be used as collateral to secure a loan from CIBC Bank USA nor from any other financial institution.

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 any 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 except as prohibited by Applicable Law. If we close your Account, we will provide 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 email address listed in our records and mail you a check for any remaining Account balance after deducting all applicable Charges. You may close your Account at any time subject to the restrictions stated in the Deposit Account Disclosures.

Amendments

We may change any term of this Account Agreement at any time. We will provide you with reasonable prior notice of these changes via email or as otherwise permitted by Applicable Law. If we notify you of a change in any term of your Account 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.

5. CIBC Bank USA Privacy Notice is available at:

<https://us.cibc.com/en/legal/privacy-notice.html>