



BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

Revised August
2026

1. INTRODUCTION

By signing or otherwise entering into an Account signature card, making a deposit to or using a business deposit account ("Account") at CIBC Bank USA ("Bank"), submitting an Account application, or keeping an Account open, you agree that your Accounts with us are governed by these terms and conditions (the "Account Agreement"), the signature card and/or Account ownership records on file with the Bank for each Account, and applicable disclosures, as they may be amended. This Account Agreement applies to all business deposit Accounts, which are Accounts other than those established primarily for personal, family or household purposes. Business customers, including sole proprietorships, may establish business deposit accounts to meet their banking needs.

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 Owner of the Account and anyone else who has the authority to deposit, withdraw, or exercise control over the funds in the Account. Other terms that are used throughout 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.

2. DEFINITIONS

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

ACH Rules means the rules and regulations of the National Automated Clearinghouse Association and those of any regional clearinghouse in effect from time to time used by the Bank to settle ACH transfers.

Affiliate means any entity that, directly or indirectly, controls, is controlled by, or is under common control with the Bank or you, as the context may require.

Applicable Law means applicable federal law and Illinois law (when it is not superseded by federal law), rules and regulations as in effect from time to time governing or relating to this Agreement or the Account, including, without limitation, the ACH Rules and the rules of any funds transfer system, payment network, or card association, and the rules and regulations administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

Available Balance means the amount of money you have in your Account that is available for you to use, which is updated throughout the Business Day.

Business Day means Monday through Friday excluding federal holidays and any other days on which the Bank is required or permitted to be closed. Even though we may be open on a Saturday or Sunday, transactions on Saturday, Sunday and other non-Business Days are posted on the next Business Day.

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

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

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

Losses means any claims, actions, demands, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs), and all costs of settlement of claims.

NSF (Non-Sufficient Funds) Fee means the fee charged when an Item presented for payment exceeds the Available Balance in your Account and the Bank returns the Item unpaid.

Owner means the legal owner of the Account, including any business entity, sole proprietorship, limited liability company, business trust or public agency or municipality.

Overdraft means a negative balance in your Account that results when the Available Balance in your Account is 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.

Security Procedures means the procedure, access codes, passwords or other security devices used by you to access and use your Account and services securely.

3. AGREEMENT TO ARBITRATE

PLEASE READ THIS AGREEMENT TO ARBITRATE CAREFULLY. YOU AND WE ARE AGREEING TO BINDING ARBITRATION, WAIVING THE RIGHT TO HAVE OUR CLAIM OR DISPUTE LITIGATED IN ANY COURT, EXCEPT AS SPECIFICALLY SET FORTH BELOW, WAIVING ANY RIGHTS TO A JURY TRIAL AND WAIVING ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

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, including all questions of law or fact relating thereto other than those set forth below under Claims or Disputes Not Subject to Arbitration. This includes, but is not limited to, transactions, any related product or service, this Account Agreement, any prior deposit account agreement with us, and any disclosures, or advertising regarding your Account, 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.

Claims or Disputes Not Subject to Arbitration

This agreement to arbitrate does not include (i) Claims in a small claims court to recover an amount less than the maximum amount that may be awarded in such court so long as it remains in the small claims court's jurisdiction and proceeds on an individual basis; or (ii) Claims arising out of or related to the collection by us of a credit obligation.

This agreement to arbitrate also does not affect the Bank's rights to exercise self-help remedies, including set off or other offset, Holds or freezes or repossession.

In addition, if a Claim described in clause (ii) of the first sentence in this section is pending in any court, any Claim that would otherwise be subject to this agreement to arbitrate may, at the option of either you or us, be combined with such action in such court if such court has jurisdiction to hear such Claim.

Arbitration Process

The American Arbitration Association ("AAA") will be the arbitrator. That organization will apply its rules of procedure for commercial dispute resolution in effect at the time the arbitration claim is filed; provided that if the Claim is for at least \$1,000,000.00, AAA shall use its procedures for large, complex commercial disputes. If you initiate the arbitration, you must notify us in writing at 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 American Arbitration Association by visiting their website at www.adr.org.

If there is a conflict between the AAA rules of procedure and this agreement to arbitrate or the Account Agreement, this agreement to arbitrate and the Account Agreement will control. If 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 (unless the Claim is for more than \$1,000,000.00, in which case a panel of three arbitrators will conduct the arbitration and decide the result by majority vote) 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 any judicial review or as 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 be 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.

4. ACCOUNT OWNERSHIP AND OPENING

The Bank offers a variety of checking, money market, savings, and certificate of deposit (also called certificates or CDs) Accounts. The product-specific terms of your Accounts are included in the product descriptions that we give you when you open your Account or otherwise provide to you. If you open a certificate of deposit Account, additional information is included on the certificate of deposit receipt.

4.1 ACCOUNT OWNERSHIP

A. Business Accounts

Business Accounts, other than those owned by a sole proprietorship, are payable to the business organization, not to any individual director, shareholder, member or partner. If the Owner is a sole proprietorship, the sole proprietor has chosen to conduct the business as his or her own property rather than through a business organization. If you change your form of ownership, you must notify us promptly following such change.

B. Fiduciary Accounts

Fiduciary Accounts may be established by one entity acting for the benefit of another person or entity in a fiduciary capacity. These Accounts may be opened by a legal representative or another party, such as a receiver appointed by a court order, an escrow agent under an escrow agreement or a trustee under a trust agreement. We require documentation, satisfactory to us, that authorizes you to act as a fiduciary before we establish a fiduciary Account for you. The Bank has no obligation to monitor or enforce the terms of any document authorizing the actions of the fiduciary, nor do we have any fiduciary duties to the person that opened the Account or the beneficiaries of the Account.

4.2 PERSONS PERMITTED TO TRANSACT ON THE ACCOUNT

A. Authorized Signers

The Owner may designate one or more authorized signers to conduct transactions on behalf of the Owner (each, together with the Owner in the case of an Account owned by a sole proprietorship, an "Authorized Signer"). The Owner is responsible for all transactions of the Authorized Signers. Once an Owner designates an Authorized Signer, that person is authorized to instruct the Bank to process transactions on the Account, close the Account or do anything else involving the Account and to sign any agreements or documents relating to the Account (collectively, "Account Actions"). The Bank has no obligation to monitor transactions to determine that they are made on behalf of the Owner. The Owner may terminate the authorization of an Authorized Signer at any time. In the case of an Account owned by a sole proprietorship, this authorization terminates automatically upon the Bank being informed in writing of the death of the Owner. The Bank may continue to honor the transactions and instructions of an Authorized Signer until we receive, and have a reasonable opportunity to act on, written notice and documentation that the authority of the Authorized Signer is terminated. The Bank may refuse to accept an Authorized Signer or may require additional documentation prior to accepting designation of an Authorized Signer. The Owner is responsible for ensuring that all Authorized Signers have reviewed this Account Agreement. We may communicate information about your Account to all Authorized Signers, and will view communications from any Authorized Signer as a communication from you. Bank is not responsible for any Losses incurred in connection with a change in an Authorized Signer: (i) if you fail to timely notify us or provide any documentation that we require, or (ii) before we have had a reasonable time to implement the change in our system.

Only one signature or other instruction from an Authorized Signer is required for any Account Action, including, without limitation for any withdrawal or other Item to be processed from your Account, even if the signature card for the Account or other Account records or documents on file with the Bank state that more than one signature is required. The Bank may in its sole discretion agree to honor dual signature or other dual instruction requirements not related to withdrawals and other account transactions, such as for account opening and/or closing and adding and/or terminating services. Any such agreement must be in writing and signed by the Bank.

B. Power Of Attorney

We may permit a duly appointed agent under a power of attorney (POA) document to conduct transactions on your behalf on your Account in accordance with applicable state law. We reserve the right to refuse to honor any POA, and you agree that we are authorized but not required to honor a POA. A POA 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 of the termination of the agent's authority or the death of the Authorized Signer or, in the case of an Account owned by a sole proprietorship, the death of the Owner. We are not responsible for any loss or damage you may incur because we followed instructions of an agent acting under a POA. You agree to hold us harmless for any Losses you may incur as a result of our following instructions given by your agent acting under a POA.

C. Death or Incompetence

You must notify us immediately if any Authorized Signer or other person permitted to transact on your Account dies or becomes legally incompetent. We may continue to honor Checks, Items, and instructions on the Account from such persons until we have been informed in writing of the death or incompetent status and have a reasonable opportunity to act on that information. In the case of an Account owned by a sole proprietorship, we may place a Hold on the funds in the Account or prohibit further transactions until we receive acceptable documentation of the death or incompetence of the Owner and who may transact on the Account.

4.3 IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

A. Identifying our Customers at Account Opening

To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. To open an Account, you must provide us with current identification and an accurate Taxpayer Identification Number (TIN). We will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

B. Taxpayer Identification Number

You agree to provide us the accurate TIN for each Owner. When you execute a signature card, submit an account application, or other account opening documents, you certify that the TIN you provided is correct and the Owner is not subject to backup withholding. If you refuse to provide your TIN, we may suspend or terminate your Account.

We must report interest payments we make to you of \$10.00 or more in a year to the Internal Revenue Service (IRS). Reportable interest payments include dividends, interest and bonus payments. If you do not certify the correct TIN 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 TIN or that you underreported your interest income. If the Owner is a sole proprietorship, upon your death we must be provided with the estate's, or successor's, TIN or we may either stop paying interest effective on the date of your death or withhold a portion of such interest.

4.4 DORMANT ACCOUNTS AND UNCLAIMED PROPERTY

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 may also charge a dormant fee on the Account until it becomes active again or is closed, unless prohibited by state law. We must receive a written statement from an Owner to reinstate a dormant Account. Please review the fee schedule for your Account for more information on fees.

We must turn over unclaimed or abandoned property to the state where the Owner resides 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 for a period of time that varies by state law. Subject to applicable state law, preauthorized and automatic recurring deposits or withdrawals may not be considered "activity" for purposes of determining whether an Account is abandoned and/or unclaimed if such pre-authorized or automatic recurring activity was established prior to the applicable abandoned/unclaimed periods.

When an Account is considered abandoned under applicable state law, we are required to remit the funds in the Account to the state as unclaimed property. You agree that your Account will stop earning interest once it is presumed abandoned in accordance with applicable state law, and we will transfer the funds in your Account to the state as unclaimed property and have no further liability to you for such funds. You must contact the state to reclaim them.

5. DEPOSITS

5.1 General

You may make deposits in person, by mail, at automated teller machines ("ATM(s)"), night depository, or through other means we make available to you. 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 properly endorsed. We may accept any Item for deposit payable to any Owner, 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". If you want to make a large cash deposit, the Bank may, but is not obligated to, require that you provide adequate security or exercise other options to lessen risks.

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 may 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 and/or the product descriptions. Other than Items drawn on a Canadian bank and payable in either U.S. dollars or Canadian dollars (a "Canadian Item"), the Bank generally does not accept for deposit or collection an Item drawn on a foreign bank or payable in foreign currency (each such item, including a Canadian Item, a "Foreign Item"). If the Bank does accept a Foreign Item and it is payable in a foreign currency, the funds you will receive for the deposit are determined by the Bank's applicable exchange rate in effect at the time we are paid for these funds. Foreign Items are not subject to our Funds Availability Disclosure and may be subject to Holds. You agree to pay any fees for collecting your deposit. If a deposited Item, including any Foreign 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 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.

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).

5.2 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 your with us. Checking Accounts are the most common transaction Accounts.

Our policy is to make funds from your cash, wire transfers, and electronic transfers available to you on the Business Day on which we receive the deposit, and to make funds from other deposited Items, such as checks, available on the first Business Day after the day on which we receive your deposit. Deposits made at ATMs that are not owned or operated by the Bank will be available no later than the second Business Day after the day we receive your 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.

When Your Deposit Is Received

If you make a deposit on a Business Day before the applicable cut-off time described below, we will consider that day to be the day of your deposit. However, if you make a deposit after the applicable cut-off time, or on a non-Business Day, we will consider the deposit made on the next Business Day we are open. Items mailed to us for deposit will be considered received on the Business Day they are actually received and processed by us.

Deposits received at our night depositories are not considered received by the Bank until we remove and record them. Deposits made at a night depository will be retrieved by us once at the beginning of each Business Day. If you make a deposit to a night depository during the day, it will not be considered received by us until the next Business Day when we retrieve it and process it. The general cutoff time for a deposit made to a night depository is one (1) hour after that branch's scheduled opening time on that Business Day.

Until we receive the Item or cash deposit, you bear the risk that deposits will be lost, stolen or destroyed. Cut-off times may vary by location and may differ for electronic funds transfers, but are generally either posted at such location or available if you contact us.

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 P.M. local time 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 office 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 5:00 P.M. local time for all Eastern Time Zone locations or 5:00 P.M. Central Time for all other locations (collectively, "Outside Cutoff Time") 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 the Outside Cutoff Time 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.

Bank Owned or Operated Automated Teller Machines ("ATM" or "ATMs") Cutoff Times

If you make a deposit at an ATM owned or operated by the Bank before 2:00 P.M. Central Time on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit at an Bank-owned or operated ATM after 2:00 P.M. Central Time on a Business Day, or on a non-Business Day, we will consider that deposit made on the next Business Day.

Funds Availability

If you want to be sure when a particular deposit will be available for withdrawal, you should ask us when the funds will be available. Please note that all deposits are subject to final verification by us and even if funds have been made available, they are subject to correction. Funds in your Available Balance may be withdrawn in cash or used to pay Checks and other Items.

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 your deposit is received. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day your deposit is received. However, the first \$275.00 of your deposit 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 Business 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 \$6,725.00 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 your deposit is received.

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 \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first Business Day after the day we receive 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 \$6,725.00 will be available on the seventh Business Day after the day we receive 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 \$6,725.00 will not be available until the second Business Day after the day we receive your deposit.

Funds from all other check deposits will be available on the seventh Business Day after the day of your deposit.

5.3 FDIC Deposit Insurance

Products eligible for FDIC insurance coverage include checking, savings, and money market Accounts and CDs. Products not eligible for FDIC insurance coverage include mutual funds, stocks, bonds, repurchase agreements and other investments, and investments purchased through an insured bank. Funds that are swept from an Account that is eligible for insurance into an Account that is not eligible for insurance are not insured by the FDIC. 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.

5.4 FDIC Pass-Through Deposit Insurance

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for

"pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of debit cards), you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial owner(s) may face when accessing their FDIC-insured funds in the event the Bank fails. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at <https://www.fdic.gov/regulations/laws/rules/2000-9200.html>.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event the Bank fails. The guide sets forth the FDIC's expectations for demonstrating eligibility for pass-through deposit insurance coverage for deposit accounts, including those with transactional features. An addendum to the guide also describes the records you should keep on the beneficial owner(s) of the funds and the format in which to provide the records to the FDIC in the event the Bank fails. The relevant portion of the guide can be accessed on the FDIC's website at

<https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. You agree to cooperate fully with the Bank and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event the Bank fails and the FDIC is appointed as its receiver, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of the Bank's failure for all Accounts with transactional features and any other Accounts to which you need rapid access. As soon as the FDIC is appointed, a hold or freeze may be placed on your Account so that the FDIC can conduct the deposit insurance determination. That hold or freeze will not be released until the FDIC obtains the information required to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the required information to the FDIC may result in a delay in receipt of insured funds by the beneficial owner(s) and legal claims against you from the beneficial owner(s). This Account Agreement survives after the FDIC is appointed as our receiver, and as a result, the FDIC shall be entitled to enforce the terms of this section.

More information and tools to determine federal deposit insurance coverage can be obtained from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). Our bankers can also provide you with information about the federal deposit insurance coverage on your Accounts.

6. WITHDRAWALS

6.1 General

Generally, any Owner or Authorized Signer on an Account may withdraw or transfer all or any part of the Available Balance in the Account at any time. You can calculate your Available Balance by taking the balance in your Account at the beginning of any Business Day and adding or deducting (1) deposits that are or 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. In the event of a discrepancy between your calculation of the Available Balance and the calculation made by us, the Bank's calculation shall control. Your Available Balance does not include all 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. As discussed further below, if you do not have an Available Balance sufficient to pay for Items presented for withdrawal or any payment order in general, we may return the Item or refuse the payment order, or pay the Item or honor the payment order. If we return an Item, we may charge you an NSF Fee. If we pay an Item or honor a withdrawal request and that results in a negative Account balance, we may charge you an Overdraft Fee.

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 the 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. You agree that we may limit the amount of cash that may be withdrawn in person on a Business Day. 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 product descriptions or the CD receipt you received when your certificate was opened or the pre-maturity notice you received prior to renewal of your CD.

6.2 POSTING ORDER AND PAYMENT OF ITEMS FROM YOUR ACCOUNT

We generally process Items drawn on your Account at the end of the Business Day we receive them, according to their dollar amount. We pay the largest Items first. We look at your Account only once to determine if your Available Balance is sufficient to pay an Item. You agree that we may choose our posting order regardless of whether additional fees may result. We reserve the right to change our posting order at any time. The order in which Items are paid is important because it may result in Overdraft Fees or NSF Fees (explained below) if you do not have a sufficient Available Balance in your Account to pay the Items.

A. Pending Transactions

If you review your Account during the day, you may see some transactions shown as “pending.” Pending transactions are transactions that the Bank has authorized (such as debit card purchases) and they reduce your Available Balance, but they have not yet been posted to your Account. When a transaction is shown as pending, this is not a guarantee that it will be paid. The Bank may still return a pending transaction unpaid if your Available Balance is not sufficient to pay it during processing at the end of any Business Day, and you may be charged a NSF Fee. When a pending transaction is completed, it will be posted to your Account with all other Items we received that Business Day in the posting order described herein.

B. Holds

Holds may be placed on your Account for a variety of reasons, such as pending transactions and as otherwise set forth under the terms of this Agreement. For example, a Hold may be placed on funds in your Account when you make a purchase with your debit card, because the merchant will ask the Bank to authorize the transaction to ensure that your Account has sufficient funds to pay for your purchase. The Bank then places a Hold on your Account for the transaction amount provided by the merchant, which generally remains in place for three (3) Business Days. The Hold reduces your Available Balance, but the funds are not actually debited from your Account until the transaction settles. As a result, any other transactions received while the Hold is in effect may cause your Account to be overdrawn and you may be charged an Overdraft Fee if your Available Balance is not sufficient, even if there is money in your Account. You may also be charged an Overdraft or NSF Fee when your debit card transaction finally settles and the Hold is released if your Available Balance at the time of settlement is not sufficient, even if your Available Balance was sufficient at the time the Hold was placed. Please see the Overdrafts Section below for more information on Overdraft Fees and NSF Fees.

6.3 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, we may, at our discretion, pay the Item and create an Overdraft in your Account or return the Item for non-sufficient funds. We are not required to make this determination more than once each day we process items for payment against your Account. In deciding whether to pay or return an Item we will also take into consideration whether you have established an line of credit for the payment of Overdrafts, which may be part of the Bank’s Overdraft protection services. Even if we have paid Overdrafts on your Account in the past, we are not obligated to do so in the future. If you do not have sufficient funds to pay an Item and we pay it, we may charge you an Overdraft Fee. If you do not have sufficient funds to pay an Item and we return the Item unpaid, we may charge you a NSF Fee. Please review our fee schedule for more information about Overdraft Fees and NSF Fees.

A fee is charged for each day your Account is overdrawn as stated in our fee schedule. If your Account becomes overdrawn, you must immediately make a deposit or transfer to return your Account to a positive Available Balance. You authorize the Bank to apply any deposit to your Account to pay the amount of any Overdraft, NSF, and related fees. You agree to reimburse the Bank immediately for the amount of the Overdraft and any associated fees. You agree to pay a fee for each Item that results in an Overdraft or a Returned Item. You understand that an Item may be presented to us multiple times that and you may be assessed up to two (2) NSF Fees for the same Item.

We encourage you to keep careful records to help you avoid initiating ATM or point of sale transactions, writing checks or authorizing other debits to your Account without sufficient funds and incurring Overdraft Fees or NSF Fees.

6.4 CHECK AND ITEM PROCESSING

A. Check Processing

We may process Items mechanically by relying on the Magnetic Ink Character Recognition (“MICR”) 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 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 Account records or documents on file with the Bank state that more than one signature is required. You further agree that Bank may disregard any information on an Item other than the MICR data, signature of drawer and identity of payee.

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.

B. Check Cashing

If we are presented with a Check written on your Account to be cashed at one of our branches by someone who does not have an Account with us, we may refuse to cash the Check. You agree that our refusal to cash a Check under these circumstances will not be considered a wrongful dishonor and we will not be liable to you for any such refusal.

C. Facsimile, Mechanical, and Electronic Signatures

We may honor or refuse to honor Checks signed or endorsed by means of a Signature Device in our sole discretion. A "Signature Device" includes any automatic Check-writing service or device that operates through the use of a personal computer, a facsimile signature, or stamp, and any other method of affixing a signature on a Check by mechanical, digital or other electronic means. You agree that if you use a Signature Device, you shall have the sole responsibility for maintaining its security and bear the entire risk of unauthorized use of any such Signature Device whether or not you or your Authorized Signers are negligent. We may require original signatures signed on paper by the person named in the document or we may accept signatures by facsimile, PDF or other electronic means ("Electronic Signatures") on any documents submitted in connection with your Account. If we accept an Electronic Signature, you agree that we are authorized to rely upon and accept as genuine any such signature without any duty to determine the genuineness thereof or whether or not the affixing of such a signature has been authorized by you or the person whose name is so affixed.

You authorize us to accept and pay any Check or other document endorsed or signed by means of a Signature Device or Electronic Signature as though you had signed your own name to such Check or other document, even if the Signature Device was used without your authority and regardless of to whom such Check is drawn or made payable. You are responsible even if the size, or color of the signature using the Signature Device or Electronic Signature is different from that of any signature previously presented to us.

In addition to your indemnification obligations elsewhere in this Agreement, you further agree to indemnify and hold us harmless from and against any and all Losses that we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of a Signature Device or Electronic Signature in connection with your Account including those Losses that result from our payment of a withdrawal bearing a facsimile that resembles or purports to bear your signature or facsimile we believe you authorized.

D. Stop Payments

This section addresses stop payment requests for Checks drawn on your Account. It does not apply to Cashier's Checks or similar items. Rules for stopping electronic fund transfers, such as wire transfers, are addressed in the Wire and Other Electronic Transfers section below and our Treasury Management Services Agreement with you. We may accept a request to stop payment on a Check verbally or in writing from any Authorized Signer or electronically from a representative authorized on your behalf (including using your Security Procedures). 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, and our acceptance of a stop payment order will not constitute a representation that the Check has not already been paid. You must provide us with the Account number, Check number, date of the Check, exact dollar amount, serial number of the Check, 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 give us your stop payment request in writing (including electronically), it is effective for six months. Your stop payment request will end after six months if you do not renew it in writing (including electronically). If you do not make your stop payment request in writing (including electronically), you must provide us with written confirmation of the information in the stop payment request notification that we send you within 14 calendar days or we may not continue to honor it. We may not notify you when your stop payment request expires. You agree to pay the Stop Payment Fee listed in the fee schedule 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 cooperate with us in any Legal Action or legal proceeding that we may take against these parties. Applicable Law may permit other limitations on our obligation to stop payments.

E. 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.

F. 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.

G. Substitute Checks

In order to make check processing faster Applicable Law provides for a "substitute check" which contains an accurate copy of the front and back of the original draft and says on the front, "This is a legal copy of your check. You can use it the same way

you would use the original check." A substitute check is the same as the original draft for all purposes, including proving that you made a payment. Any check or other paper Item you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to the Bank, by deposit or otherwise, if the Bank would be the first financial institution to take the substitute check unless the Bank has expressly agreed in writing to take it.

H. 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 product descriptions 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.

7. WIRE AND OTHER ELECTRONIC FUNDS TRANSFERS

The provisions of this section apply to all electronic funds transfers into or out of your Account, including (i) transfers between Accounts, transfers made using Fedwire, SWIFT, or any other funds transfer system (other than transfers described in clause (ii)) and (ii) transfers for which you are the originator effected through the automated clearing house or other similar system (e.g. ACH transfers).

Governing Rules

With respect to ACH transfers, you agree to be bound by the ACH Rules. With respect to other electronic funds transfers, you agree to be bound by any rules and regulations then in effect governing the use of any system through which such transfers are conducted. The Electronic Fund Transfer Act and Regulation E do not apply to Accounts governed by this Account Agreement. As used in this section and throughout this Agreement, "payment order" shall have the meaning as provided for in Article 4A of the Uniform Commercial Code as enacted in the State of Illinois.

Notice

We will notify you in your periodic Account statement or other Account information made available to you of any credit to or debit from your Account resulting from our receipt of any electronic funds transfer instructions, and we will not be required to provide any other notice to you.

Submitting a Payment Order

You agree to submit payment orders in accordance with the Bank's procedures, including Security Procedures, as they are modified from time to time. These procedures will specify the Bank's standard format and cutoff times by which the Bank must receive a payment order if such transfer is to be made that Business Day. You are solely responsible for the content of each payment order and the accuracy and completeness of the information contained therein. The Bank will rely on the information contained in the payment order in carrying out your instructions. No instructions or other restrictions accompanying your payment order shall be effective unless expressly accepted and agreed to in writing by the Bank. The Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the payment order to act on your behalf before accepting it for processing. You understand that the Bank has no duty to process payment orders and that the Bank is not obligated to do so if it is unable to verify them in accordance with the applicable Security Procedures or if they are not in the Bank's format.

Processing Electronic Funds Transfers.

Your ability to originate or receive an electronic funds transfer is limited to the types of electronic funds transfer services offered by us from time to time through the various payment networks. You are solely responsible for the contents and accuracy of each payment order to originate an electronic funds transfer sent to us by you or on your behalf by your representatives. In the absence of specific written instruction, we will choose the payment network processor and intermediary banks as necessary to carry out your payment order.

Authorization.

You authorize us to debit or credit your Account for any electronic funds transfers to or from your Account that we receive through a payment network or based upon your payment order. Electronic funds transfers must be transmitted to us by you or on your behalf in accordance with the ACH Rules or the governing rules of the applicable payment network, and our policies and procedures. You are responsible for all payment orders that are authorized by you, submitted by an Authorized Signer or other duly authorized individual on your behalf, or received by Bank using your Security Procedures. Unless you subscribe to one of our services to specifically block or limit electronic funds transfers to your Account (described below in the **Security and Fraud Prevention** Section), you agree that we may debit or credit your Account upon receipt of any such electronic funds transfer without prior or further notice to you. You agree to timely review your Account information and notify us

immediately if any electronic funds transfer is unauthorized, but no later than the next Business Day after the electronic funds transfer is made.

Security Procedures

We offer security procedures for certain types of transfers, and you may obtain a copy of these procedures by contacting us. You agree to submit payment orders and other instructions to us in accordance with the Security Procedures established by us and made available to you and recommended as commercially reasonable for the amount, type and frequency of your transfer activity. Your submission of a payment order, instruction, and/or your use of a transfer method or service constitutes your acceptance of those Security Procedures as commercially reasonable and as a means of authenticating a payment order or instruction communicated to the Bank by you or on your behalf. SWIFT messages are subject to the security and authentication requirements of SWIFT, which are considered the Security Procedures for instructions (including Payment Orders) submitted to us by you using SWIFT. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any payment order or instruction.

Any payment order or instruction communicated by you or on your behalf (including via SWIFT) shall be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such payment order or instruction is received in accordance with the applicable Security Procedures, and if we accept the payment order or instruction in good faith. We may, in our discretion, use additional procedures to verify the authenticity of any payment order or instruction, which shall not be considered part of the Security Procedures. Unless stated otherwise in the Security Procedures, we shall have no obligations under the Security Procedures and you agree that if you actually communicated or authorized a transfer or benefited from such transfer, you agree to be bound by any payment order or instruction and are obligated to pay the amount of such transfer without regard to whether or not the Bank verifies it in compliance with the Security Procedures or otherwise complied with the Security Procedures.

If transfer instructions or a payment order (including any amendment thereto or cancellation thereof) are communicated to us by you or on your behalf other than in compliance with our approved Security Procedures, and we accept those instructions in good faith, then you agree to be bound by those instructions, whether or not authorized, and you will be deemed to have refused the Security Procedures that we offer and recommend as commercially reasonable and you will be obligated to pay us the amount of each such instruction even if it was not authorized. However, you agree that we are not obligated to accept any instruction that is communicated to us other than in compliance with our approved methods and Security Procedures. We will not be responsible for refusing to act upon any instruction received that does not comply with our approved methods and procedures.

You agree to implement any other reasonable authentication or Security Procedures established by us. If you choose to communicate a payment order or instruction to the Bank in a manner that varies from the Security Procedures, and if the Bank accepts the payment order or instruction in good faith, then you agree to be bound by such payment order or instruction, whether or not authorized, and you will be deemed to have refused the Security Procedures that the Bank offers and recommends as commercially reasonable, and you will be obligated to pay the Bank the amount of such payment order.

Bank may, in its sole discretion, implement internal monitoring systems to evaluate transactions and the risk of possible fraudulent activity. Such transaction monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and you agree that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from transaction monitoring. You agree that Bank may process payment orders and other instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of transaction monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to reject payment orders and other instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its refusal to act upon any payment order or other instructions based upon the results of transaction monitoring.

Final Payment

Any credit to your Account resulting from an electronic funds transfer is provisional until we receive final settlement for the funds. If we do not receive final settlement for the funds, then you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a credit entry was made in error, or for an erroneous amount, we may debit your Account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your Account are insufficient. You also agree to pay us the amount of any fees and charges regarding any funds transfer described in this section. In the event that your electronic funds transfer payment to a receiver does not become final, your underlying obligation to that receiver will not be discharged. If an electronic funds transfer payment to you from another party does not become final, then that party's underlying obligation to you will not be discharged.

Rejection of Payment Orders

We have the right to reject, and refuse to accept, any payment order or instruction for any reason, including your failure to maintain a sufficient balance of collected funds in an Account. We will have no liability to you based on such rejection or refusal. If we reject any electronic funds transfer instruction we will notify you through a status report on one of our electronic information reporting systems or by other reasonable means within a reasonable period of time, but we will have no liability to you based on any failure or delay in providing such notice.

Amending or Cancelling

You have no right to cancel or amend any electronic funds transfer instruction after it has been received by us. However, we will use reasonable efforts to act on your request to cancel or amend any such instruction before we process it, but we will have no liability if such cancellation or amendment is not effected. We will also use reasonable efforts to, upon your request, reverse an electronic funds transfer after we have processed such transfer, but we will have no liability if such reversal is not effected.

Compensation

If you are entitled to compensation for the failure, delay or improper execution of payment order or instruction accepted by Bank as a result of our failure to exercise ordinary care, then our liability will be limited to the payment of interest accruing at the rate per annum equal to the average of the federal funds effective rate for that period.

Reliance on Instructions and Account and Identifying Numbers

You are solely responsible for the accuracy and completeness of all funds transfer instructions, including those transmitted to us by third party service providers, and for the compliance of such instructions with all laws. We are not responsible for detecting errors in any funds transfer instruction. 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 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 such numbers identify a bank, person or bank account different from the bank, person or bank account designated by name and your obligation to pay the amount of the funds transfer instructions to us is not excused in those circumstances.

Reporting Unauthorized Transactions or Account Issues

In addition to your obligations to report Account Issues elsewhere in this Agreement, you agree to report any unauthorized transaction or other Account Issue involving a wire transfer or other electronic funds transfer no later than the same Business Day with respect to any Payment Order and the next Business day for other electronic funds transfers. Your failure to provide timely notice shall limit's your rights as set forth in Section 10 of this Agreement.

Payments

You agree to pay to us the amount of each funds transfer instruction, including those submitted by a third party service provider, no later than the date on which it is processed by us and you agree that we may debit your Account for such payment. You expressly acknowledge and agree that future dated wire transfers and international wire transfers are "processed" by us on the date the electronic funds transfer instruction is received by us, even though the date on which the related transfer is effected may be a later date. We may in our sole discretion (i) initiate a reversal of any batch of ACH transfers for which we have not been paid in full, (ii) require you to pay the aggregate sum of the ACH transfers in any batch before we send such transfers to the ACH system, or before crediting a receiver's account. If we so request you refund a batch of ACH transfers, and you fail to so pay for such transfers, then we are not obligated to process any transfers or send any transfers to the ACH system or debit or credit the account of a receiver.

Transfers in Foreign Currency

Any request for the wire transfer of funds in a currency other than U.S. Dollars shall require you to first validly purchase such foreign currency from us or we will purchase such amount from our affiliate or correspondent bank. Unless otherwise agreed, the value of any such wire transfer shall be reported to you in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such wire transfer request or because of a rejection of delivery for any reason shall be charged to the Account. You agree that if we utilize the services of other banks for the purpose of giving effect to any request or order for the wire transfer of funds in foreign currency, then we do so for your account and at your risk.

Consumer ACH Debit Entries

Under the ACH rules and regulations, certain types of ACH debit entries may only be processed on a consumer account. We have no obligation to pay, nor have any liability if we do pay, a consumer ACH debit entry on the Account.

8. TERMS APPLICABLE TO INTEREST BEARING ACCOUNTS

Current rate information may be obtained from our bankers during business hours. Interest will be credited directly to your Account unless otherwise provided in this Account Agreement or product descriptions or the Bank agreed to a different interest crediting method for your Account. Interest adjustments may not be made for amounts less than \$1.00.

Interest bearing accounts, other than certain certificates of deposit, are variable rate accounts. That means that the Bank may in its sole discretion change the interest rate on your Account at any time.

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. The Bank may reverse interest paid on deposits from returned Items. 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.

Interest will be compounded every month. Interest will be credited to your Account every month unless we notify you

separately that a different crediting method will apply. If you close your Account before interest is credited, you will not receive the accrued interest. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

9. SECURITY, FRAUD, AND ACCOUNT RESTRICTIONS

9.1 ACCOUNT RESTRICTIONS

You agree that we may place a Hold on or otherwise limit access to your Account; and remove funds from your Account to hold them pending investigation; or close your Account, in order to protect you or us or to comply with Applicable Law, including when:

- i. Your Account is involved in any legal or administrative proceeding;
- ii. We receive conflicting information or instructions regarding Account ownership, control or activity;
- iii. We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction;
- iv. We suspect that any transaction may involve illegal activity or may be fraudulent;
- v. We are complying in our sole judgment with any Applicable Law or with our policies adopted to assure that we comply with Applicable Law; or
- vi. We reasonably believe that doing so is necessary to avoid Losses or reduce risk to us.

We can close your Account and assign and transfer your Account information to a replacement Account number in our sole discretion, including when your Account is reported compromised by you or any other owner. If we issue you a replacement Account number, this Agreement will continue to apply to that Account.

You agree that we will have no liability for any action we take hereunder and we may take such action without prior notice except where prohibited by Applicable Law. This paragraph and the actions authorized hereunder shall not be construed as obligating us to conduct transaction monitoring or otherwise detect fraudulent activity with respect to your Account.

9.2 SECURITY AND FRAUD PREVENTION - YOUR RESPONSIBILITIES

You must make reasonable efforts to ensure that your internal procedures with respect to the Account and with respect to transactions on the Account are appropriate and complied with. To that end, we recommend that your internal procedures:

- Separate duties for writing Checks and approving payment of other Items from statement reconciliation and periodically reassign such duties
- Prohibit or escalate for review Checks written out of sequence or to cash
- Require your Checks be kept in a locked file cabinet
- Prohibit signing blank Checks

You must safeguard your Account number, Checks and any access device such as an ATM or debit card or Personal Identification Number (PIN). If you learn that any of your Checks, 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 such notice, you may be liable for the entire amount of any loss from your Account. 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 person is no longer authorized to transact on your Account and have a reasonable time to respond.

If you inform us that your Checks have been lost or stolen or 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 have indicated may have been lost or stolen or (iii) pay any Item you instructed us to pay provided you have given us the number of that Item.

We offer services that can substantially decrease the risk of Losses from unauthorized activities related to your Account. While no service can completely protect you from all potential risks or frauds, use of these services, together with internal controls at your company, can reduce the likelihood of loss. These services include:

- Positive Pay Services,
- Controlled Disbursement Services,
- ACH Fraud Protection, and
- Access to certain software for Business NetBanking clients.

You acknowledge you have reviewed these services offered by the Bank, and to the extent you elect not to use one or more of these services, or any other fraud prevention services offered by us from time to time, and such service or feature could reasonably have prevented Losses due to the incidence of fraud or unauthorized activity, you will be deemed to have assumed the risk of any such Losses you may incur, hold the Bank harmless for the amount of any such Losses, be precluded from asserting any claims against Bank for such incidence, fraud, or unauthorized activity, and we will have no liability for any such Losses.

You agree that Bank may, in its sole discretion, unilaterally implement or require you to implement fraud protection features and services in order to prevent or reduce the likelihood of receipt of unauthorized instructions and fraudulent or other unauthorized transactions on your Accounts. Bank will notify you of the required implementation of such features and services and you agree to cooperate with Bank to implement or activate such services, including the completion of any required documentation, and to use such services in compliance with the terms of the applicable service.

If you suffer a loss due to fraud or embezzlement for which we may have liability, we reserve the right to require that you file a claim on any insurance policy you may have that might cover your loss before making any claim against us. We will consider

your claim only after we have reviewed your insurance company's decision and our liability to you will be reduced by any amount your insurance company pays to you.

10. GENERAL TERMS AND CONDITIONS

10.1 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.

10.2 CREDIT VERIFICATION

You agree that we may verify your credit at any time, including by obtaining a credit report from a credit reporting agency.

10.3 DISCLOSURE OF INFORMATION

Unless prohibited by law, we may share information about you and your Account with our Affiliates and third parties. Without limiting the foregoing, we may disclose information about your Account:

- To comply with Applicable Law
- In connection with examinations by state and federal banking authorities
- To comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court
- When the Bank determines that disclosure is necessary or appropriate in order to complete a transaction
- To verify the existence and condition of your Account for a third party, such as a merchant or credit bureau
- To provide information to your legal representative or successor
- When reporting the involuntary closure of your Account
- When we conclude that disclosure is necessary to protect you, your Account or the interests of the Bank
- To our agents, independent contractors and other representatives in connection with the servicing or processing of your Account or Account transactions, account analysis or similar purpose or
- To our affiliates and affiliated companies

10.4 REFERRALS

We may from time to time provide you with contact information about third party service or product providers, some of which may be customers of the Bank. This is done only as a courtesy to you, but we may in some cases be compensated for a referral. We do not make any representations or warranties about such parties or their businesses.

10.5 ACCOUNT DISPUTES

We may place a Hold on your Account if there are competing claims for the funds or other disputes involving the Account, including, without limitation, conflicting information or instructions regarding Account ownership, control, or activity. 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, court costs and our internal expenses).

10.6 LEGAL ACTIONS OR CLAIMS AFFECTING YOUR ACCOUNT

If we are served with a subpoena, summons, restraining order, injunction levy, garnishment, citation to discover assets, search warrant, lawsuit, request for information from a government agency or other legal or administrative order pertaining to your Account, or your Account is involved in any other legal or administrative proceeding ("Legal Action"), we will comply with that Legal Action as required or allowed by Applicable Law. Any Legal Action is subject to our set off rights. If we determine it is appropriate, we may place a Hold on the funds in the Account and not allow any payments out of the Account until we receive a final legal determination regarding the Legal Action. We may place a Hold the assets in the Account even if the Legal Action does not involve all of the Owners. You agree that we shall have no liability to you if there are insufficient remaining funds to pay your Items because we withdrew or restricted access to the funds in your Account due to the Legal Action or the Hold we place on the Account in response to such Legal Action. Your Account will be charged a Legal Action Processing Fee for handling the Legal Action as stated in the fee schedule. Our ability to charge this fee does not depend on the ultimate disposition of the Legal Action, such as whether the Legal Action is ultimately withdrawn, or whether we pay funds from your Account in response to that Legal Action. We may also charge your Account and/or invoice you for all additional fees and expenses we incur in connection with the Legal Action (including reasonable attorneys' fees, court costs, and our internal expenses).

10.7 ELECTRONIC INSTRUCTIONS

At our discretion we may not act on instructions you give us by facsimile (fax) transmission, e-mail message or leave by voice mail unless we agree to do so in writing.

10.8 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 Authorized Signer on the Account. Changing your address or name on a check reorder form is not sufficient. 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 have entered into a Treasury Management Services Agreement with the Bank or have otherwise elected to receive notices electronically. 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. 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 mail Account statements or other notices to you and they are not delivered or are returned to us three times, we may discontinue sending statements or notices to you until you provide us with written 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.

10.9 ELECTRONIC COMMUNICATION AND DOCUMENTS

We may send to you any document or notice for your Account in an electronic form if you have entered into a Treasury Management Services Agreement with the Bank or have otherwise elected to receive 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.

10.10 TELEPHONE COMMUNICATION

To improve customer service and security 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.

10.11 ACCOUNT TRANSFER OR ASSIGNMENT

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.

10.12 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, even if it is legal.

10.13 CLOSING YOUR ACCOUNT

You may close your Account at any time for any reason by giving us written notice, provided all fees have been paid and all Items have been collected.

We may close your Account at any time for any reason. We may charge you a fee if we choose to close your Account because it has a negative balance. See the fee schedule for more information. The provisions of this Agreement related to the Account, including but not limited to indemnification obligations and limitations on liability, will survive and remain binding on both you and us even after the Account is closed.

When we close your Account we will send you a notice to the address shown on our records, or electronically to your email address shown on our records if you have agreed to receive electronic notices, within a reasonable time before the Account is closed. Reasonable notice depends on the circumstances. In some cases, such as when we cannot verify your identity, we suspect fraud, we may provide you with notice after your Account is closed. We will also mail you a check or electronic transfer for the Account balance after deducting applicable Charges. If your Account is closed before interest is credited, you will not receive the accrued interest. Any Items received after your Account is closed will be returned unpaid. Any withdrawal that reduces the amount in an Account to zero may automatically close that Account. We are not liable for any Check, withdrawal, or other Item presented after an Account is closed. If your Account balance is insufficient to pay Charges and any other amounts owed to us, you will continue to be liable to us for such amounts until they are paid in full. We may, but are not required to, reopen any closed Account if we receive a deposit to the Account. We have the right to advise credit bureaus if your Account is closed for misuse and this may be reflected in your credit report. In addition, we reserve the right to change your Account type at any time and will provide prior notice if required by Applicable Law.

10.14 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 and electronically through one or more of our online banking services. See the "Notices, Address or Name Changes" section for information on changing your mailing address. Contact us immediately if you do not receive or have online access to your Account statement.

You are responsible for reviewing your Account statements, notices, and other information regarding your Account, as well as the transactions in your Account, and notifying us of any errors, unauthorized signatures, alterations, forgeries, fraud, discrepancy; missing or incorrect credits or debits to your Account (including fees, ACH entries or other electronic funds transfers); or other issues with your Account or activity in your Account (each, and collectively, an "Account Issue") as soon as possible. You must notify the Bank by calling us at (877) 448-6500 or writing to us at CIBC Bank USA, 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Client Service Center.

You acknowledge you are in the best position to discover an Account Issue and you agree to notify the Bank immediately if you know or suspect that an Account Issue has occurred in order to mitigate potential Losses. If you fail to notify us about an Account Issue within thirty (30) days from when we first sent or made available to you the Account statement for the period during which the Account Issue occurred, the Bank is not liable for any claims related to the Account Issue. Also, if you do not notify us within this thirty (30) day period, the Bank is not responsible for any additional Items with unauthorized signatures or alterations by the same person(s) involved in that Account Issue. Please note the time period in which you must notify us if your Account statement shows an unauthorized transaction may be shorter if the transaction is related to an electronic funds transfer, including ACH and wire transfers, or any Treasury Management Service, as provided for herein and in the applicable services agreement.

If you claim a credit or refund because of an Account Issue, 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, and may place a Hold on funds in your Account during such investigation. 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. We reserve the right to require that you file a claim on any insurance policy you may have that might cover your loss before making any claim against us. You agree to provide us with all reasonable information about your insurance coverage, and we will consider your claim only after we have reviewed your insurance company's decision. 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 Account Issue within the time frames as required above: (i) you will be conclusively deemed to have failed to exercise reasonable care and promptness in examining your Account information or providing reasonably prompt notice of an Account Issue; (ii) any Check or other Item or transaction charged to your Account will be deemed fully enforceable against you; (iii) Bank will not be obligated to re-credit or refund the amount of the Account Issue; and (iv) Bank shall not be liable for, and you will hold the Bank harmless for, the amount of such Losses that could have reasonably been prevented. You further agree that you will not bring any Legal Action (defined below) or legal proceedings against us regarding any Account Issue more than one year after the date we send or make available the Account statement for the period during which the Account Issue occurred. The notice requirements and time limits on claims described herein do apply with respect to any attempt by you or Bank on your behalf to seek recovery or other recourse against other banks, clearing organizations, or other parties, none of which are third party beneficiaries of this Agreement.

10.15 FEES AND CHARGES

You agree to pay any applicable fees and charges, including, but not limited to, Overdraft Fees and NSF Fees. You also agree to pay an amount equal to any applicable taxes related to the Account, however designated, other than those based on our net income. We may deduct all charges in connection with your Account (collectively, "Charges") directly from the Account balance, or, at our option, the balance in any other Account other than a Fiduciary Account you have with us, immediately when incurred without prior notice to you even if this causes the Account to be overdrawn. Charges include fees listed in the fee schedule, fees set forth in the product descriptions, reasonable charges for other services you request (including services under any Treasury Management Services Agreement you have with us), Overdraft Fees, NSF Fees and any other charges to the Account. If there is more than one Owner, you are liable both separately and together with all of the other Owners 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 government benefits, may be used to pay any Charges, including Overdraft Fees and NSF Fees 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.

If earnings credit accrues on your Account, the Bank will periodically apply your accrued earnings credit to eligible Bank fees and Charges (unless the Bank otherwise indicates in writing). If your earnings credit exceeds your total maintenance and activity fees for the statement cycle for your Account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle.

10.16 SECURITY INTEREST AND SET OFF

You grant us a security interest in all Accounts owned by you, 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 any other Owner. 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 owe us or any of our affiliates 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 right to set off against all future deposits to your Account, including direct deposits of government benefits to the extent permitted by law. Debt based on a note includes the total amount that the Bank may demand at the time of set off, including any accelerated

balance. In the case of an Account owned by a sole proprietorship, this right of set off does not apply to; (a) IRA or other tax-deferred retirement Accounts, or (b) a claim from a consumer credit card transaction. This right of set off also does not apply to a Fiduciary Account except to the extent the debts or claims being set off relate to such 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 of our Affiliates. 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.

10.17 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 acted with gross negligence or with willful misconduct 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 ACCOUNT AGREEMENT, EVEN IF WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THOSE DAMAGES OR LOSSES.** The Bank's policies and procedures are internal guidelines for our use and do not establish a higher standard of care for the Bank than is otherwise established by this Account Agreement or Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by the Bank to perform its obligations to you. 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, pandemic, 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.

10.18 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 arising out of or related to your Accounts and this Account Agreement, your use of any Account, from the Bank following your instructions, payment orders or providing any services under the terms of this Account Agreement, your breach of any of the terms of this Account Agreement and if your Account becomes involved in any Legal Action. This indemnification does not apply to gross negligence or willful misconduct by the Bank. You agree that you are jointly and severally liable for any liabilities or Losses, including, but not limited to, the indemnification obligations in this section that you or any other Owner or Affiliate may have to the Bank under this Agreement.

10.19 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. Unless the Applicable Law requires otherwise, such notice may direct you to a branch or our website for the content of the changes or a copy of the revised agreement. 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. We may convert your Account to another type of account as long as we provide you with any advance notice that may be required.

10.20 GOVERNING LAW

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

10.21 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 Agreement and the terms of any of the product descriptions or any Treasury Management Services Agreement, NetBanking Services Agreement or similar agreement you have with us, the terms of the applicable product description or such agreement 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.

10.22 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.

10.23 NO THIRD PARTY BENEFICIARY

No person or entity will be deemed to be a third party beneficiary under this Account Agreement.

10.24 NO FIDUCIARY RELATIONSHIP

The Bank's relationship with you concerning any Account is that of independent contractors on a non-exclusive basis. Nothing in this Account Agreement creates a partnership, joint venture, or similar relationship between us, and neither Bank nor you shall be deemed an agent of the other or have any right, power or authority, whether express or implied, to create any such

duty or obligation on behalf of the other. Bank is not in a fiduciary or similar relationship with, nor does it have fiduciary duties or obligations to, you under the terms of this Account Agreement.