

**Important Account Information For Our Account Holder(s) from**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**

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## **Terms & Conditions of Your Account**

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**1. Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

Account Opening - To open your account, you must complete the proper forms and provide us with any other documents, information or forms that we may require to establish an account with us. This may include, but is not limited to, acceptable forms of identification and your Taxpayer Identification Number.

**2. Agreement.** Boston Private Bank and Trust Co. has been merged into and is now Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company. Banking, lending, and trust products or services under the name Boston Private are offered by Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company a California bank with trust powers. Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company is a member of the FDIC and of the Federal Reserve System. Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company is the California bank subsidiary of Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company.

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document when a provision is identified as being applicable to a certain state (for example, "in Massachusetts"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**3. Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and other joint owner; you and an authorized signer or similar party; or a third party claiming an

interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**4. Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to use and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip.

We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

**5. Withdrawals.** GENERALLY - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**POSTDATED CHECKS** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**CHECKS AND WITHDRAWAL RULES** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds 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 need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A TEMPORARY DEBIT AUTHORIZATION HOLD AFFECTS YOUR ACCOUNT BALANCE** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more

than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**OVERDRAFTS** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**MULTIPLE SIGNATURES, ELECTRONIC CHECK CONVERSION, AND SIMILAR TRANSACTIONS** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures. **NOTICE OF WITHDRAWAL** – We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**6. Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees. Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining Your Available Balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient Funds (NSF) Fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment Types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Balance Information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**A Temporary Debit Authorization Hold Affects Your Account Balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**7. Business, Organization and Association Accounts.** BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**8. Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stoppayment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing

it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**9. Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of preauthorized transfers during the month). Other account transfer restrictions may be described elsewhere.

**10. Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**11. Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**12. Statements.** Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period. You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your Duty to Report Other Errors

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**13. Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**14. Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**15. Temporary Account Agreement.** If the account documentation indicates that this is a temporary account agreement, this means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**16. Setoff.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

- (a) it is an Individual Retirement Account or similar tax-deferred retirement account, or
- (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or
- (c) the debtor's right of withdrawal only arises in a representative capacity, or
- (d) setoff is prohibited by the Military Lending Act or its implementing regulations.

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**17. Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or other special instructions on your checks.

**18. Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**19. Fictitious Business Name Accounts.** If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

**20. Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not durable, it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**21. FDIC Insurance.** Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different 'ownership'. An individual account is one unique form of ownership; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**22. Indorsements.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

**23. Unclaimed Property.** The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**24. Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**25. Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**26. Cash Transaction Reporting.** To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office

**27. Backup Withholding/TIN Certification.** Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or



business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owners' name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organization exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b) (7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

**28. Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**29. Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks.** Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**30. Changing Account Products.** We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**31. Transactions by Mail.** You may deposit checks by mail. You should indorse the check being sent through the mail with the words 'For Deposit Only' and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**32. Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed legal action in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these

things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**33. Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**34. Check Storage and Copies.** You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**35. Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**36. Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**37. Account Security.** It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission. Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**ACCOUNT NUMBERS** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you

authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**ACCESS DEVICES** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**BLANK CHECKS** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**38. Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

1. you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
2. you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and
3. if a check is returned you owe us the amount of the check, regardless of when the check is returned.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**39. Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**40. Monitoring and Recording Telephone Calls and Consent to Receive Communications.** We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your consent is limited to this account, and as authorized by applicable law and regulations. Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**41. Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances

surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**42. Early Withdrawal Penalties (and involuntary withdrawals).** We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**43. Address or Name Change.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**44. Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**45. Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**46. Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**47. ACH and Wire Transfers.** This agreement is subject to Article 4A of the *Uniform Commercial Code - Fund Transfers* as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the *Uniform Commercial Code*. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**48. Funds Transfers.** GENERALLY - The terms used in this section have the meaning given to them in Article 4A of the *Uniform Commercial Code - Funds Transfers (UCC 4A)*. This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**FUNDS TRANSFER** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**AUTHORIZED ACCOUNT** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**ACCEPTANCE OF YOUR PAYMENT ORDER** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**CUTOFF TIME** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**PAYMENT OF YOUR ORDER** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**SECURITY PROCEDURE** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**IDENTIFYING NUMBER** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**RECORD OF ORAL OR TELEPHONE ORDERS** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**NOTICE OF CREDIT** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**PROVISIONAL CREDIT** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**REFUND OF CREDIT** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**AMENDMENT OF FUNDS TRANSFER AGREEMENT** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**CANCELLATION OR AMENDMENT OF PAYMENT ORDER** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**INTERMEDIARIES** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**LIMIT ON LIABILITY** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**ERRONEOUS EXECUTION** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**OBJECTION TO PAYMENT** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**49. Stale Dated Checks.** We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**50. Authorized Signers.** Your signature card or electronic account opening record identified who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the state number of authorized signers), we may cease doing so at any time and without prior notice to you. If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

**51. Enterprise Disclosure.** © 2021 Silicon Valley Bridge Bank N. A. All rights reserved. Silicon Valley Bridge Bank N. A., MAKE NEXT HAPPEN NOW and the chevron device are trademarks of Silicon Valley Bridge Bank N. A., used under license. The Boston Private name, logo, and any related marks are trademarks of Silicon Valley Bridge Bank N. A. used under license.

## **52. International ACH Transactions.**

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

# Funds Availability Disclosure

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This is important information about your ability to withdraw funds from:

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash deposits not made in person to one of our employees and check deposits available to you on the first business day we receive your deposit. Cash deposits made in person to one of our employees, wire transfers, and electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. The funds availability policy does not apply to checks drawn on banks or branches located outside the United States or payable in foreign currency.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 06:00 PM 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 ATM after 06:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## ***Longer Delays May Apply***

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

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

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

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

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

# Substitute Checks and Your Rights

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## **Financial Institution Name and Address**

Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400

## **What is a substitute check?**

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

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

## **What are my rights regarding substitute checks?**

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

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

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

## **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at our address set forth above.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check:

Check Number

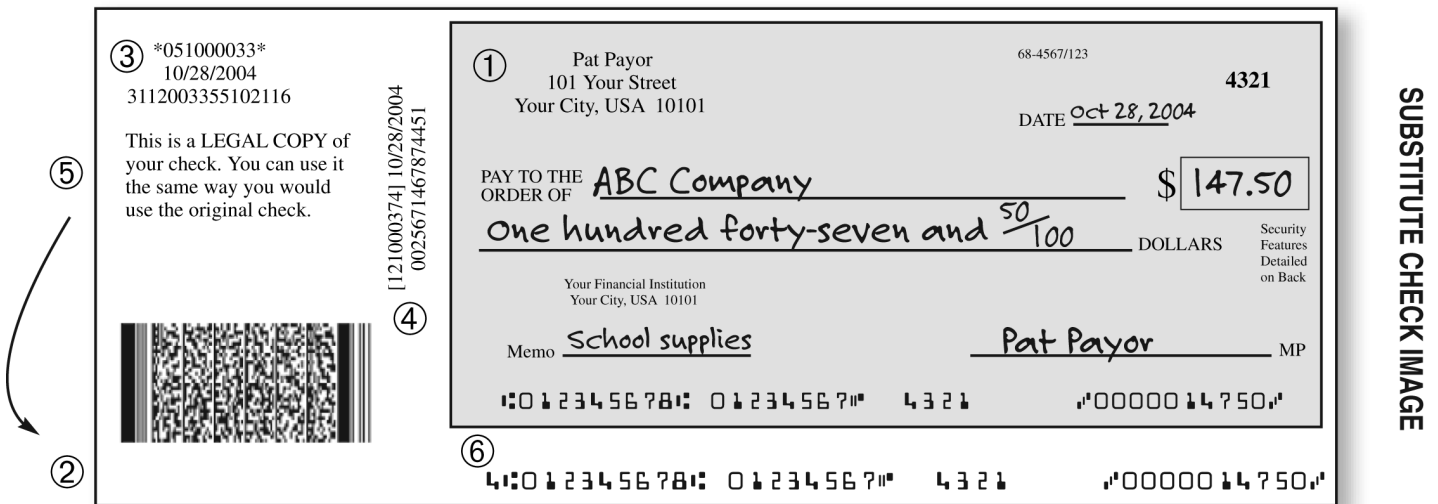


Check Amount

Check Payee Name

## Substitute Check Image

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



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

# Visa® Account Updater

## Notice of Right to Opt Out

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### Financial Institution

Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054

Visa® Account Updater (VAU) is a free service that is automatically provided for your debit card. Out-of-date card information can result in declined merchant transactions. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time

If you want to opt out, you may notify us as follows:

- Phone us at 617-912-4000
- Notify us through our website at [www.bostonprivate.com](http://www.bostonprivate.com)

Your opt-out notice must include your:

- Name
- Account Type
- Account Address
- Account Number
- Card Number

If you opt out, you may opt back in if you decide you want the Visa Account Updater (VAU) service in the future. You may opt in the same way(s) that you can opt out.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS CHECKING ACCOUNT 600**

## **Non-Consumer Account Disclosures**

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**Earnings Credit:** This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward, or otherwise receive credit for any excess earnings credit.

The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily balance in the account for the period. Currently, the periodic earnings credit rate will be calculated as follows:

Tier 1 - If your average daily collected balance is \$0.01 or more, but less than \$5,000, the periodic earnings credit rate will be 0.00%.

Tier 2 - If your average daily collected balance is \$5,000 or more, but less than \$1,000,000, the periodic earnings credit rate will be 1.75%.

Tier 3 - If your average daily collected balance is \$1,000,000 or more, but less than \$2,500,000, the periodic earnings credit rate will be 2.00%.

Tier 4 - If your average daily collected balance is \$2,500,000 or more, the periodic earnings credit rate will be 2.25%

At any time and at our discretion, the periodic earnings credit rate may change. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

You do not need to maintain any minimum average daily balance during the monthly statement cycle in order to receive the credit.

Earnings credit begins to accrue on the business day you deposit noncash items (for example, checks).

At our discretion, we may change the interest rate(s) for this account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Fees and Charges.** The following fees and charges apply to this account:

Monthly Maintenance Fee: \$15.00

Per deposit: \$1.00

Individual item within a deposit: \$0.15

Check paid: \$0.20

ACH withdrawn items: \$0.10

**Additional Terms.** The following additional terms apply to this account: Earnings credit - This account features an earnings credit which is applied against fees assessed on the account.

Earnings credit calculation - The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily investable balance in the account for the period. The periodic earnings credit rate is an annual rate. The periodic earnings credit rate may change every month. The average daily collected balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use

is a monthly statement cycle. The investable balance is the average daily collected balance reduced by a 10% reserve requirement. Earnings credits accrue over a calendar year and are reset annually.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**SMALL BUSINESS CHECKING ACCOUNT 603**

## **Non-Consumer Account Disclosures**

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At our discretion, we may change the interest rate(s) for this account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$5,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$20.00 for that statement cycle.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Fees and Charges.** The following fees and charges apply to this account:

Per deposit: \$0.50 (\*After 200 items)

Individual item within a deposit: \$0.50 (\*After 200 items)

Check paid: \$0.50 (\*After 200 items)

ACH: \$0.50 (\*After 200 items)

**Additional Terms.** The following additional terms apply to this account: \* Your account will be charged \$0.50 per item (deposits, individual items within a deposit, checks paid, and ACH credits) for each item in excess of 200 per statement period.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS NOW CHECKING ACCOUNT 620**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is .25% with an annual percentage yield of .25%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$1,000.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$5,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$15.00 for that statement cycle.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS INTEREST CHECKING ACCOUNT 626**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The interest rate on this account is 0.01% with an annual percentage yield of 0.01%.

The interest rate(s) may change \_\_\_\_\_.

### **Additional Rate Information.**

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$1,000.00.

**Fees and Charges.** The following fees and charges apply to this account:

Monthly Maintenance Fee: \$15.00

Per deposit: \$1.00

Individual item within a deposit: \$0.15

Check paid: \$0.20

ACH withdrawn item: \$0.10

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

IOLTA ACCOUNT 622 **Non-Consumer Account Disclosures**

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**Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 2.00% with annual percentage yield of 2.01%.

The interest rate(s) may change \_\_\_\_\_.

**Additional Rate Information.** Interest earnings less allowed fees are remitted to the state IOLTA Committee (Massachusetts or California) per IOLTA rules.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this account.

**Additional Terms.** The following additional terms apply to this account: Minimum balance to avoid the imposition of fees - There is no minimum balance required to avoid imposition of fees.



**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400**

**FIDUCIARY GROUP MASTER ACCOUNT 640**

## **Non-Consumer Account Disclosures**

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At our discretion, we may change the interest rate(s) for this account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$10.00.

**Additional Terms.** The following additional terms apply to this account: Fees - There are no service charge fees on this account. The Common Features apply.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS SAVINGS ACCOUNT 130**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 0.50% with an annual percentage yield of 0.50%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$500.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$10,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$10.00 for that statement cycle.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS MONEY MARKET 636**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The initial rate(s) for your account are:

If your average daily balance is less than or equal to \$49,999.99, the interest rate paid on the entire balance in your account will be 1.75% with an annual percentage rate of 1.76%.

If average daily balance is \$50,000.00 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 1.75% with an annual percentage rate of 1.76%.

If average daily balance is \$100,000.00 or more, but less than or equal to \$249,999.99, the interest rate paid on the entire balance in your account will be 2.00% with an annual percentage yield of 2.01%.

If average daily balance is \$250,000.00 or more, but less than or equal to \$499,999.99, the interest rate paid on the entire balance in your account will be 2.00% with an annual percentage yield of 2.01%.

If average daily balance is \$500,000.00 or more, but less than or equal to \$999,999.99, the interest rate paid on the entire balance in your account will be 2.00% with an annual percentage yield of 2.01%.

If average daily balance is \$1,000,000.00 or more, but less than or equal to \$2,499,999.99, the interest rate paid on the entire balance in your account will be 2.25% with an annual percentage yield of 2.27%.

If your average daily balance is \$2,500,000.00 or more, the interest rate paid on the entire balance in your account will be 2.25% with an annual percentage yield of 2.27%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$15,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$10.00 for that statement cycle.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400**

**PRIVATE BUSINESS MONEY MARKET 634**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 3.65% with an annual percentage yield of 3.71%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$15,000.00 for any month, your account will be subject to a Monthly Maintenance Fee of \$10.00 for that month.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**FIDUCIARY GROUP SUB-ACCOUNT 641**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The initial rate(s) for your account are:

If your average daily balance is less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.45% with an annual percentage yield of 0.45%.

If average daily balance is \$100,000.00 or more, but less than or equal to \$249,999.99, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield of 0.50%

If your average daily balance is \$250,000.00 or more, the interest rate paid on the entire balance in your account will be 0.65% with an annual percentage yield of 0.65%.

The interest rate(s) may change \_\_\_\_\_.

**Additional Rate Information.** Minimum balance to obtain the annual percentage yield – There is no minimum balance required to obtain the annual percentage yield.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$10.00.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**Additional Terms.** The following additional terms apply to this account: Minimum balance to avoid the imposition of fees - There is no minimum balance required to avoid imposition of fees.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**CERTIFICATE OF DEPOSIT BUSINESS**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 0.00% with an annual percentage yield of 0.00%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Time Requirements.** Your account will mature on \_\_\_\_\_.

**Early Withdrawals.** If your account has an original maturity of 7 to 31 days, the fee we may impose will equal the total amount of interest that would be earned to maturity.

If your account has an original maturity of one year or less but more than 31 days, the fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

If your account has an original maturity of more than one year, the fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Automatically Renewable Account.** Your account will automatically renew at maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

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You will have a grace period of 10 calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue on the first business day after the banking day you deposit noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$1,000.00.

**Deposit(s) Limitations.** After the account is opened, you may not make deposit(s) into the account until the maturity date stated on the account.

**Withdrawal Limitations.** You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can withdraw interest only on the crediting dates.

# Common Features

## (Limits and Fees)

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Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400

**The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:**

Notary Service	Free to clients
Cashier's Check	\$10.00 each
Foreign Draft	\$35.00 each
Snapshot Statement	\$10.00 each
Account Research or Reconciliation	\$30.00 per hour, \$30.00 minimum
Currency Deposited/Withdrawn	\$2.50 per \$1,000.00
Bagged Coin Deposited	\$10.00 per bag
Rolled Coin	\$0.30 per roll
Change Order Fulfillment	\$10.00
Levies/Garnishments/Subpoenas	\$50.00 each
Statement Copies	\$30.00 per hour, \$30.00 minimum
Check Copies	\$30.00 per hour, \$30.00 minimum
Overdraft/NSF Check Return/Uncollected Funds	\$30.00 per item \$50.00 or more; \$120.00 daily maximum; less than \$50.00 (cumulative), no fee assessed
Interest Charged on Overdraft Accounts	15% on average negative collected balance for Business Checking, Small Business Checking and Business Interest DDA
Deposited Item Return Unpaid	\$5.00 per item
Stop Payment	\$30.00 each
Domestic Collections	\$20.00 + 3rd party charged per item
Foreign Collections	\$20.00 + 3rd party charged per item



Dormant Accounts	\$5.00 per month
Outgoing Domestic Wire	\$25.00 each
Outgoing International (US Dollars) Wire	\$30.00 each
Outgoing International (Foreign Currency) Wire	30.00 each
Online Banking Outgoing Domestic Wire	\$10.00 each
Online Banking Outgoing International Wire	\$10.00 each
Scheduled Wire	\$20.00 each
Fed Drawdown Wire	\$15.00 each
Safe Deposit Annual Rental	Varies
Safe Deposit Box Drill Fee	At cost
ATM/Debit Card Replacement	Free
ATM/Debit Replacement Card Rush Order (including delivery)	\$50.00 each

**Important Account Information For Our Account Holder(s) from**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**

**3005 Tasman Drive**

**Santa Clara, CA 95054**

**(408) 654-7400**

## **Terms & Conditions of Your Account**

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**1. Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents. Account Opening - To open your account, you must complete the proper forms and provide us with any other documents, information or forms that we may require to establish an account with us. This may include, but is not limited to, acceptable forms of identification and your Taxpayer Identification Number.

**2. Agreement.** Boston Private Bank and Trust Co. has been merged into and is now Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company. Banking, lending, and trust products or services under the name Boston Private are offered by Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company, a California bank with trust powers. Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company is a member of the FDIC and of the Federal Reserve System. Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company is the California bank subsidiary of Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company.

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document when a provision is identified as being applicable to a certain state (for example, "in Massachusetts"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**3. Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and other joint owner; you and an authorized signer or similar party; or a third party claiming an

interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**4. Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to use and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip.

We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

**5. Withdrawals.** GENERALLY - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**POSTDATED CHECKS** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**CHECKS AND WITHDRAWAL RULES** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds 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 need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A TEMPORARY DEBIT AUTHORIZATION HOLD AFFECTS YOUR ACCOUNT BALANCE** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more

than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**OVERDRAFTS** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**MULTIPLE SIGNATURES, ELECTRONIC CHECK CONVERSION, AND SIMILAR TRANSACTIONS** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures. **NOTICE OF WITHDRAWAL** – We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**6. Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees. Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining Your Available Balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient Funds (NSF) Fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment Types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Balance Information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**A Temporary Debit Authorization Hold Affects Your Account Balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**7. Business, Organization and Association Accounts.** BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**8. Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stoppayment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing

it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**9. Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of preauthorized transfers during the month). Other account transfer restrictions may be described elsewhere.

**10. Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**11. Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**12. Statements.** Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period. You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your Duty to Report Other Errors

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**13. Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**14. Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**15. Temporary Account Agreement.** If the account documentation indicates that this is a temporary account agreement, this means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**16. Setoff.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

- (a) it is an Individual Retirement Account or similar tax-deferred retirement account, or
- (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or
- (c) the debtor's right of withdrawal only arises in a representative capacity, or
- (d) setoff is prohibited by the Military Lending Act or its implementing regulations.

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**17. Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or other special instructions on your checks.

**18. Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**19. Fictitious Business Name Accounts.** If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.



**20. Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not durable, it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**21. FDIC Insurance.** Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different 'ownership'. An individual account is one unique form of ownership; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**22. Indorsements.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

**23. Unclaimed Property.** The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**24. Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**25. Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**26. Cash Transaction Reporting.** To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office

**27. Backup Withholding/TIN Certification.** Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or

business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owners' name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organization exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b) (7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

**28. Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**29. Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks.** Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**30. Changing Account Products.** We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**31. Transactions by Mail.** You may deposit checks by mail. You should indorse the check being sent through the mail with the words 'For Deposit Only' and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**32. Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed legal action in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these

things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**33. Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**34. Check Storage and Copies.** You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**35. Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**36. Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**37. Account Security.** It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission. Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**ACCOUNT NUMBERS** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you

authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**ACCESS DEVICES** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**BLANK CHECKS** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**38. Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

1. you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
2. you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and
3. if a check is returned you owe us the amount of the check, regardless of when the check is returned.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**39. Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**40. Monitoring and Recording Telephone Calls and Consent to Receive Communications.** We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your consent is limited to this account, and as authorized by applicable law and regulations. Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**41. Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances

surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**42. Early Withdrawal Penalties (and involuntary withdrawals).** We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**43. Address or Name Change.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**44. Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**45. Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**46. Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**47. ACH and Wire Transfers.** This agreement is subject to Article 4A of the *Uniform Commercial Code - Fund Transfers* as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the *Uniform Commercial Code*. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**48. Funds Transfers.** GENERALLY - The terms used in this section have the meaning given to them in Article 4A of the *Uniform Commercial Code - Funds Transfers (UCC 4A)*. This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**FUNDS TRANSFER** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**AUTHORIZED ACCOUNT** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**ACCEPTANCE OF YOUR PAYMENT ORDER** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**CUTOFF TIME** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**PAYMENT OF YOUR ORDER** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**SECURITY PROCEDURE** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**IDENTIFYING NUMBER** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**RECORD OF ORAL OR TELEPHONE ORDERS** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**NOTICE OF CREDIT** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**PROVISIONAL CREDIT** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**REFUND OF CREDIT** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**AMENDMENT OF FUNDS TRANSFER AGREEMENT** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**CANCELLATION OR AMENDMENT OF PAYMENT ORDER** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**INTERMEDIARIES** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**LIMIT ON LIABILITY** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**ERRONEOUS EXECUTION** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**OBJECTION TO PAYMENT** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**49. Stale Dated Checks.** We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**50. Authorized Signers.** Your signature card or electronic account opening record identified who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the state number of authorized signers), we may cease doing so at any time and without prior notice to you. If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

**51. Enterprise Disclosure.** © 2021 SVB Financial Group. All rights reserved. Silicon Valley Bridge Bank N.A., MAKE NEXT HAPPEN NOW and the chevron device are trademarks of Silicon Valley Bridge Bank N.A., used under license. The Boston Private name, logo, and any related marks are trademarks of Silicon Valley Bridge Bank N.A., used under license.

## **52. International ACH Transactions.**

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

# Funds Availability Disclosure

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This is important information about your ability to withdraw funds from:

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash deposits not made in person to one of our employees and check deposits available to you on the first business day we receive your deposit. Cash deposits made in person to one of our employees, wire transfers, and electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. The funds availability policy does not apply to checks drawn on banks or branches located outside the United States or payable in foreign currency.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 06:00 PM 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 ATM after 06:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## **Longer Delays May Apply**

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

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

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

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

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



# Substitute Checks and Your Rights

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## **Financial Institution Name and Address**

Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400

## **What is a substitute check?**

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

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

## **What are my rights regarding substitute checks?**

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

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

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

## **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at our address set forth above.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check:

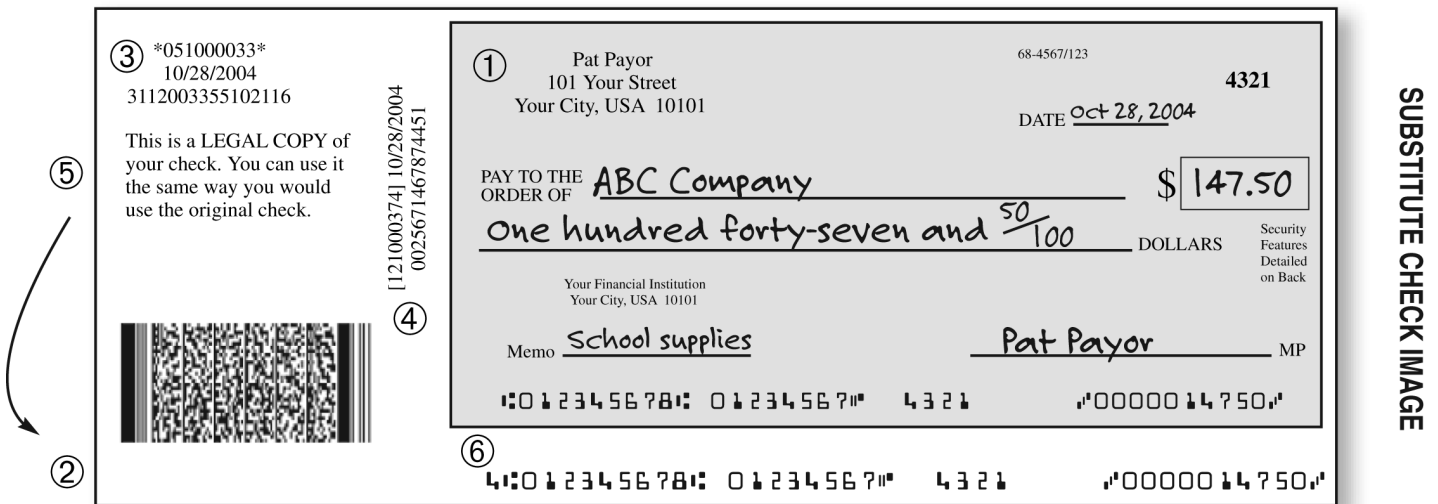
Check Number

Check Amount

Check Payee Name

## Substitute Check Image

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



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

# Visa® Account Updater

## Notice of Right to Opt Out

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### Financial Institution

Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054

Visa® Account Updater (VAU) is a free service that is automatically provided for your debit card. Out-of-date card information can result in declined merchant transactions. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time

If you want to opt out, you may notify us as follows:

- Phone us at 617-912-4000
- Notify us through our website at [www.bostonprivate.com](http://www.bostonprivate.com)

Your opt-out notice must include your:

- Name
- Account Type
- Account Address
- Account Number
- Card Number

If you opt out, you may opt back in if you decide you want the Visa Account Updater (VAU) service in the future. You may opt in the same way(s) that you can opt out.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS CHECKING ACCOUNT 600**

## **Non-Consumer Account Disclosures**

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**Earnings Credit:** This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward, or otherwise receive credit for any excess earnings credit.

The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily balance in the account for the period. Currently, the periodic earnings credit rate will be calculated as follows:

Tier 1 - If your average daily collected balance is \$0.01 or more , but less than \$5,000, the periodic earnings credit rate will be 0.00%.

Tier 2 - If your average daily collected balance is \$5,000 or more, but less than \$1,000,000, the periodic earnings credit rate will be 1.75%.

Tier 3 - If your average daily collected balance is \$1,000,000 or more, but less than \$2,500,000, the periodic earnings credit rate will be 2.00%.

Tier 4 - If your average daily collected balance is \$2,500,000 or more, the periodic earnings credit rate will be 2.25%

At any time and at our discretion, the periodic earnings credit rate may change. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

You do not need to maintain any minimum average daily balance during the monthly statement cycle in order to receive the credit.

Earnings credit begins to accrue on the business day you deposit noncash items (for example, checks).

At our discretion, we may change the interest rate(s) for this account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Fees and Charges.** The following fees and charges apply to this account:

Monthly Maintenance Fee: \$15.00

Per deposit: \$1.00

Individual item within a deposit: \$0.15

Check paid: \$0.20

ACH withdrawn items: \$0.10

**Additional Terms.** The following additional terms apply to this account: Earnings credit - This account features an earnings credit which is applied against fees assessed on the account.

Earnings credit calculation - The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily investable balance in the account for the period. The periodic earnings credit rate is an annual rate. The periodic earnings credit rate may change every month. The average daily collected balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use

is a monthly statement cycle. The investable balance is the average daily collected balance reduced by a 10% reserve requirement. Earnings credits accrue over a calendar year and are reset annually.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**SMALL BUSINESS CHECKING ACCOUNT 603**

## **Non-Consumer Account Disclosures**

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At our discretion, we may change the interest rate(s) for this account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$5,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$20.00 for that statement cycle.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Fees and Charges.** The following fees and charges apply to this account:

Per deposit: \$0.50 (\*After 200 items)

Individual item within a deposit: \$0.50 (\*After 200 items)

Check paid: \$0.50 (\*After 200 items)

ACH: \$0.50 (\*After 200 items)

**Additional Terms.** The following additional terms apply to this account: \* Your account will be charged \$0.50 per item (deposits, individual items within a deposit, checks paid, and ACH credits) for each item in excess of 200 per statement period.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS NOW CHECKING ACCOUNT 620**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The interest rate on this account is .25% with annual percentage yield of .25%.

The interest rate(s) may change \_\_\_\_\_ .

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$1,000.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$5,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$15.00 for that statement cycle.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS INTEREST CHECKING ACCOUNT 626**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 0.01% with an annual percentage yield of 0.01%.

The interest rate(s) may change \_\_\_\_\_.

### **Additional Rate Information.**

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$1,000.00.

**Fees and Charges.** The following fees and charges apply to this account:

Monthly Maintenance Fee: \$15.00

Per deposit: \$1.00

Individual item within a deposit: \$0.15

Check paid: \$0.20

ACH withdrawn item: \$0.10



**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400**

**IOLTA ACCOUNT 622**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 2.00% with an annual percentage yield of 2.01%.

The interest rate(s) may change \_\_\_\_\_.

**Additional Rate Information.** Interest earnings less allowed fees are remitted to the state IOLTA Committee (Massachusetts or California) per IOLTA rules.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this account.

**Additional Terms.** The following additional terms apply to this account: Minimum balance to avoid the imposition of fees - There is no minimum balance required to avoid imposition of fees.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**FIDUCIARY GROUP MASTER ACCOUNT 640**

## **Non-Consumer Account Disclosures**

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At our discretion, we may change the interest rate(s) for this account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$10.00.

**Additional Terms.** The following additional terms apply to this account: Fees - There are no service charge fees on this account. The Common Features apply.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**BUSINESS SAVINGS ACCOUNT 130**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The interest rate on this account is 0.50% with an annual percentage yield of 0.50%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$500.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$10,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$10.00 for that statement cycle.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400

**BUSINESS MONEY MARKET 636**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The initial rate(s) for your account are:

If your average daily balance is less than or equal to \$49,999.99, the interest rate paid on the entire balance in your account will be 1.75% with an annual percentage yield of 1.76%.

If average daily balance is \$50,000.00 or more, but less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 1.75% with an annual percentage yield of 1.76%.

If average daily balance is \$100,000.00 or more, but less than or equal to \$249,999.99, the interest rate paid on the entire balance in your account will be 2.00% with an annual percentage yield of 2.01%.

If average daily balance is \$250,000.00 or more, but less than or equal to \$499,999.99, the interest rate paid on the entire balance in your account will be 2.00% with an annual percentage yield of 2.01%.

If average daily balance is \$500,000.00 or more, but less than or equal to \$999,999.99, the interest rate paid on the entire balance in your account will be 2.00% with an annual percentage yield of 2.01%.

If average daily balance is \$1,000,000.00 or more, but less than or equal to \$2,499,999.99, the interest rate paid on the entire balance in your account will be 2.25% with an annual percentage yield of 2.27%.

If your average daily balance is \$2,500,000.00 or more, the interest rate paid on the entire balance in your account will be 2.25% with an annual percentage yield of 2.27%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$15,000.00 for any statement cycle, your account will be subject to a Monthly Maintenance Fee of \$10.00 for that statement cycle.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**PRIVATE BUSINESS MONEY MARKET 634**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account. The interest rate on this account is 3.65% with an annual percentage yield of 3.71%. The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** If your average daily balance falls below \$15,000.00 for any month, your account will be subject to a Monthly Maintenance Fee of \$10.00 for that month.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company**  
**3005 Tasman Drive**  
**Santa Clara, CA 95054**  
**(408) 654-7400**

**FIDUCIARY GROUP SUB-ACCOUNT 641**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The initial rate(s) for your account are:

If your average daily balance is less than or equal to \$99,999.99, the interest rate paid on the entire balance in your account will be 0.45% with an annual percentage yield of 0.45%.

If average daily balance is \$100,000.00 or more, but less than or equal to \$249,999.99, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield of 0.50%.

If your average daily balance is \$250,000.00 or more, the interest rate paid on the entire balance in your account will be 0.65% with an annual percentage yield of 0.65%.

The interest rate(s) may change \_\_\_\_\_.

**Additional Rate Information.** Minimum balance to obtain the annual percentage yield – There is no minimum balance required to obtain the annual percentage yield.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Average Daily Balance Computation Method.** The interest is calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$10.00.

**Limitations on Frequency of Transfers.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be converted to one not subject to transfer limits or close the account.

**Additional Terms.** The following additional terms apply to this account: Minimum balance to avoid the imposition of fees - There is no minimum balance required to avoid imposition of fees.

**This is important information about your account with:**

**Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400**

**CERTIFICATE OF DEPOSIT BUSINESS**

## **Non-Consumer Account Disclosures**

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### **Rate Information.**

At our discretion, we may change the interest rate(s) for this account.

The interest rate on this account is 0.00%.

The interest rate(s) may change \_\_\_\_\_.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded monthly.

**Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

**Time Requirements.** Your account will mature on \_\_\_\_\_.

**Early Withdrawals.** If your account has an original maturity of 7 to 31 days, the fee we may impose will equal the total amount of interest that would be earned to maturity.

If your account has an original maturity of one year or less but more than 31 days, the fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

If your account has an original maturity of more than one year, the fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Automatically Renewable Account.** Your account will automatically renew at maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

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You will have a grace period of 10 calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue on the first business day after the banking day you deposit noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$1,000.00.

**Deposit(s) Limitations.** After the account is opened, you may not make deposit(s) into the account until the maturity date stated on the account.

**Withdrawal Limitations.** You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can withdraw interest only on the crediting dates.



# Common Features

## (Limits and Fees)

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Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company  
3005 Tasman Drive  
Santa Clara, CA 95054  
(408) 654-7400

**The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:**

Notary Service	Free to clients
Cashier's Check	\$10.00 each
Foreign Draft	\$35.00 each
Snapshot Statement	\$10.00 each
Account Research or Reconciliation	\$30.00 per hour, \$30.00 minimum
Currency Deposited/Withdrawn	\$2.50 per \$1,000.00
Bagged Coin Deposited	\$10.00 per bag
Rolled Coin	\$0.30 per roll
Change Order Fulfillment	\$10.00
Levies/Garnishments/Subpoenas	\$50.00 each
Statement Copies	\$30.00 per hour, \$30.00 minimum
Check Copies	\$30.00 per hour, \$30.00 minimum
Overdraft/NSF Check Return/Uncollected Funds	\$30.00 per item \$50.00 or more; \$120.00 daily maximum; less than \$50.00 (cumulative), no fee assessed
Interest Charged on Overdraft Accounts	15% on average negative collected balance for Business Checking, Small Business Checking and Business Interest DDA
Deposited Item Return Unpaid	\$5.00 per item
Stop Payment	\$30.00 each
Domestic Collections	\$20.00 + 3rd party charged per item
Foreign Collections	\$20.00 + 3rd party charged per item

Dormant Accounts	\$5.00 per month
Outgoing Domestic Wire	\$25.00 each
Outgoing International (US Dollars) Wire	\$30.00 each
Outgoing International (Foreign Currency) Wire	30.00 each
Online Banking Outgoing Domestic Wire	\$10.00 each
Online Banking Outgoing International Wire	\$10.00 each
Scheduled Wire	\$20.00 each
Fed Drawdown Wire	\$15.00 each
Safe Deposit Annual Rental	Varies
Safe Deposit Box Drill Fee	At cost
ATM/Debit Card Replacement	Free
ATM/Debit Replacement Card Rush Order (including delivery)	\$50.00 each