

BUSINESS BANKING: BUSINESS ACCOUNT TERMS AND CONDITIONS

Welcome to Servbank	3	Telephone Transfers	11
AGREEMENT	3	Check Processing	11
Acceptance of Terms and Conditions	3	Check Cashing	11
Other Governing Documents	4	Truncation, Substitute Checks, and Check Images	11
Liability and Attorneys' Fees and Costs	4	Preauthorized Drafts or Other Remotely Created Checks.....	11
Severability and Survival of Terms	4	Remote Deposit Capture	12
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT	4	Endorsements	12
Customer Identification Program Compliance	4	Restrictive Legends or Endorsements	13
Information Requests.....	5	Facsimile Signatures	13
Credit Verification	5	Stale or Postdated Checks.....	13
ACCOUNT OWNERSHIP AND DOCUMENTATION	5	ELECTRONIC FUND TRANSFERS.....	13
Corporate, Partnership, Limited Liability Company and other Organizational Accounts.....	5	Types of Electronic Fund Transfer Services Provided ..	13
Trade Names	5	ATM Usage.....	13
Authorized Account Signers.....	5	ACH Credits and Debits.....	14
Authorized Cardholders	6	ACH Provisional Payment Rule.....	14
Conflicts	6	International ACH Transactions	14
Special Title Accounts.....	7	Electronic Fund Transfers Initiated By Third Parties	14
Temporary Account Agreement.....	7	Limitations	15
Transferring Account Ownership	7	Fraud Alerts and Our Right to Refuse Transactions	15
Power of Attorney.....	7	Responsible Use.....	15
MAKING, ACCEPTING, AND CREDITING DEPOSITS	8	Fees.....	15
Deposits	8	Notice of Funds Transfer.....	16
Deposit Instructions	9	Unauthorized Use	16
Endorsements	9	STOP PAYMENTS	16
Foreign Currency	9	How to Stop Payment	16
WITHDRAWALS AND CHECKS	9	Duration	16
Accounts With More Than One Authorized Account Signer	9	Limitations	16
Checks and Withdrawal Rules	10	WIRE TRANSFERS	17
Large Cash Withdrawals.....	10	Payment Order	17
Notice of Withdrawal	10	Reliance on Information Provided	17
Early Withdrawal Penalties (and Involuntary Withdrawals)	10	Security Procedures.....	17
		Rejection of Funds Transfer	17
		Payment of Your Order	18

Cut-off Times.....	18	Changes in Name and Contact Information	25
Cancellation or Amendment of Payment Orders	18	Changes in Authority, Ownership, or Control	25
Return of Wires	18	Fraud	26
Receiving Funds Transfers	18	CLAIM OF LOSS	26
Wire Errors	19	FRAUD PREVENTION SERVICES.....	26
Limitation of Liability	19	ACCOUNT SECURITY	26
RECEIVING REAL TIME PAYMENTS (“RTP”)	19	Your Duty to Protect Account Information and Methods of Access	26
PROCESSING ORDER POLICY.....	20	Instructions From You	27
Processing Order of Items	20	Monitoring and Recording Telephone Calls and Account Communications	27
Posting in Real-Time.....	20	Notice of ATM/Night Deposit Facility User Precautions	27
Posting in Batch Throughout the Business Day	20	ACTIONS AFFECTING YOUR ACCOUNT	28
INSUFFICIENT FUNDS AND OVERDRAFTS	21	Legal Actions	28
Determining Your Available Balance.....	21	Right of Setoff and Security Interest	29
Temporary Debit Authorizations	21	Resolving Account Disputes	29
Maintaining A Positive Balance	22	Inactive and Dormant Accounts.....	29
How We Will Treat Insufficient Balances.....	22	REPORTING INFORMATION TO FEDERAL AND STATE TAXING AUTHORITIES.....	29
Overdrafts	22	Important Tax Information	29
Overdraft Protection Through Sweep Services	22	Foreign Account Tax Compliance Act	30
Funds Availability.....	23	ADDITIONAL TERMS AND CONDITIONS	30
STATEMENTS	23	Amendments and Termination	30
Your Responsibility to Promptly Review Your Statements	23	Correction of Clerical Errors	30
YOUR DUTY TO NOTIFY US.....	23	Notices	31
Your Duty to Report Unauthorized Signatures, Alterations on Checks, and Other Items	23	Language	31
Errors Relating to Electronic Fund Transfers.....	24	CONTACT US	31
Errors Relating to Substitute Checks	25		
Your Duty to Report Other Errors or Problems	25		
Duty to Notify if a Statement is Not Received	25		

Welcome to Servbank

Thank you for opening your deposit account with us. We look forward to serving you and your business banking needs. Please review this Agreement for important information about your account.

AGREEMENT

These Business Account Terms and Conditions (“Agreement”) apply to all business bank accounts established for business purposes. You agree not to use your business account for personal purposes.

This Agreement is applicable to new and existing deposit accounts and replaces all prior agreements regarding your account, including any verbal or written statement or representations. Please note that certain accounts or services provided by Servbank may have their own separate agreements; for example, Treasury Management services at Servbank are governed by their own *Commercial Cash Management Agreement*. When you sign an account agreement or use your account, including any account service, you and anyone else identified as an owner or authorized signer on your account consent to the terms of this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement, or end an existing fee waiver, you agree to the changes. Certain account features and services referenced in this agreement are administered pursuant to the Bank’s internal policies and procedures and can be amended from time to time.

As used in this Agreement, the words “we,” “our,” and “us,” or “Servbank” or “the Bank,” mean Servbank, N.A. 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 agreement 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 agreement should be construed so the singular includes the plural and the plural includes the singular.

Acceptance of Terms and Conditions

This Agreement, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your business account(s) with us. It applies to corporations, partnerships, limited liability companies, sole proprietorships, nonprofits and other business entities. Personal accounts are excluded. When you open a deposit account, you agree you and your accounts will be governed by this Agreement. Please review this Agreement carefully and keep a copy along with amendments for future reference.

If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement. If you have any questions, please ask us. If you do not agree to the terms and conditions contained in this Agreement, or to any future changes we communicate to you, please contact us to close your account.

Applicable Law

Your account and this Agreement, and any related dispute, are governed by federal law, and to the extent not superseded by federal law, by the law of the state of Illinois.

Other Governing Documents

Our accounts are also governed by the following documents (as applicable): any account agreement you sign, including our *Account Agreement*; any other written agreement between us and you relating to any account covered by this Agreement; any fee schedule; our *Funds Availability Policy*; our *Substitute Check Disclosure*; our *Online Banking Agreement*; our *Commercial Cash Management Agreement*; our Product and Rate Schedules, as applicable; and any other disclosures, agreements, or notices provided at the time of account opening or later. Certain online and mobile banking services, such as Bill Pay and Zelle®, are governed by separate terms and conditions, and supplement this Agreement. You will receive the separate terms and conditions at the time you enroll in these services.

Liability and Attorneys' Fees and Costs

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 corresponding *Fee Schedule*. You authorize us to deduct these fees and charges, without notice to you, directly from the account balance as accrued. You agree to 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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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 agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

Severability and Survival of Terms

If any provision of this Agreement 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 account agreement for your account or in some other document. Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law. The provisions of this section shall survive the termination of the Agreement, your account with us, or your relationship with us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Customer Identification Program Compliance

To help the government fight against 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 legal name, address, date of birth, and other information that will allow us to identify you. We may also request information that identifies individuals that regularly transact on your account. We may also ask you to see your driver's license or other identifying documents showing your existence as a legal entity. You represent to us that this information about you and the legal entity you represent is correct. We will rely on that information until you notify us of a change in that information.

We may verify the information you provide us or contact you for additional information. If we are unable to verify your information, we will not open your account or we may close your account. Once we open your

account, from time to time we may seek to reverify your identity or ask for additional information or documentation about you or any person or entity associated with your account. If you or the parties authorized to transact on your account fail to provide sufficient documentation, as determined by us, we may refuse to open an account for you, refuse to process a specific transaction, or we may close your account.

Information Requests

We may request information about you, your business, your account, and your account activity, such as the sources of funds being deposited into your account and how you intend to use your account. If you fail to provide the information we request, we may restrict transactions and your access to various services and features. We may also elect to close your account, and if it is a Certificate of Deposit account closed prior to maturity, we may treat account closure as an early withdrawal and may apply the applicable early withdrawal penalty.

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. We may obtain credit reports and other information about you from time to time as permitted by applicable law.

ACCOUNT OWNERSHIP AND DOCUMENTATION

Corporate, Partnership, Limited Liability Company and other Organizational Accounts

A Servbank business account is a bank account opened by any business, organization, or association (“business entity” or “business accountholder”). We may require a resolution, authorization, agreement, or other documents to evidence the authority of any individual to act on behalf of a business accountholder in compliance with applicable laws and regulations governing customer due diligence and for the purpose of establishing beneficial ownership of an entity or due authorization on an account. Depending on the structure of the entity, we may require that the entity provide copies of the organizational documents filed with the Secretary of State or other chartering authority. We may rely on the signature or certification of any such authorized officer of the entity that appears to be for the purpose of carrying on the business or affairs of that entity in the usual course of business, and such action will bind the entity.

Trade Names

If an account is in a trade or “dba” name, you certify that (a) you are transacting business under that name, (b) you have made all necessary fictitious name and other filings required under applicable law for you to use that name, and (c) no other person or entity has the right to conduct business in that name. You must reimburse us for all claims and costs relating in any way to our acceptance for payment or collection of items drawn to the order of that name.

Authorized Account Signers

Authorized account signers are the duly authorized representatives of the business accountholder. For the purposes of this Agreement, you agree that any authorized account signer listed on the Bank’s account agreement and/or business resolution or other documentation submitted in accordance with our account opening and ongoing maintenance procedures, has the authority and ability to add and delete any services described herein, and to transact any banking business on the business entity’s behalf, as contemplated by this Agreement.

Each authorized account signer whose name appears on the account agreement or other bank records as an authorized account signer for a business account, represents and warrants that such person is authorized to execute all documents in the capacity designated in that document. In the event of any

inconsistency between the account agreement or other bank records and any resolution, authorization or other document, the account agreement and/or bank records will govern. You agree we are entitled to rely on any written notice or other written communication believed by us, in our sole discretion, to be genuine and to have been signed by an authorized account signer, and any such communication shall be deemed to have been signed by such person.

Any changes in the designation of authorized account signers by the business entity must be in writing and supported by appropriate entity authority. You agree you will provide reasonable prior notice of such changes to the Bank. Immediately upon any change in authority, each business accountholder agrees to provide us with a new resolution, authorization, or other documentation evidencing the change. We may continue to follow the directions of a business accountholder's authorized account signer who, according to our records, is authorized to act on behalf of the accountholder until we receive a written resolution or authorization effecting a change and we have had a reasonable period of time to act on such change. We are not required to recognize any resolution or authorization that is not on our own form.

It is important to note that any business entity owner(s) will not automatically be considered authorized account signers by default of owning the business entity; all authorized account signers, including any owner(s) of the business entity, must comply with the terms of this Agreement and internal Bank policies to be added to a business account as an authorized account signer.

Opening deposit accounts on behalf of the entity, writing checks, contracting for other banking services, including Treasury Management Services, transferring funds, and investing funds will be considered to be in the usual course of business for that entity, unless an authorized officer of the entity notifies us in writing of any specific limitation on the authority of its officers to act. Simply providing a copy of an operating agreement, bylaws or other entity agreement to us does not constitute providing us with notice of any such limitations. For partnership accounts and limited liability partnership accounts, each partner and the Bank agree that any one partner whose name appears on the account's account agreement or other bank records has complete authority to bind the partnership and all other partners in all transactions involving the account.

Authorized Cardholders

Authorized cardholders are individuals you authorize us to issue a debit or credit card to on behalf of the business accountholder. Authorized cardholders do not have to be authorized account signers. You acknowledge that for any authorized cardholders on your account, you are responsible for their card use and any transactions associated with their card use. If you choose to add an authorized cardholder to your account who is not an authorized account signer, you agree you are solely responsible for their card activity, any charges to your account, and any losses which may be caused by such authorized cardholders in association with your account, and we will not be liable. Only authorized account signers may add or remove authorized cardholders. All cards linked to a business account will be governed by a separate *Card Agreement*.

Conflicts

If there is any uncertainty or conflicting demand regarding ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction; or we are unable to determine any person's authority to give us instructions; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion:

1. Freeze the account and refuse transaction(s) until we receive written proof (in a form satisfactory to us) of each person's right and authority over the account and its funds;

2. Refuse transactions and return checks, marked “refer to maker” or similar language;
3. Require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account;
4. Request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or
5. Continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records.

The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Special Title Accounts

Special title accounts include various forms of account ownership where one or more persons or entities (typically known as a fiduciary or other agent) are appointed by the accountholder to control and manage the account for the benefit of the business entity. We require additional information and documents to maintain Special Title Accounts. Types of Special Title Accounts may include, but are not limited to accounts owned by Estates, Formal Trusts, Guardianships, Conservatorships, Custodianships, Representative Payees, person acting under the power of attorney or other agency, fiduciary accounts, and/or Custodial Accounts, including Subservicing Custodial Accounts.

You understand that by merely opening such an account, as applicable: (i) we are not acting in the capacity of trustee in connection with the trust; (ii) we do not undertake any obligation to monitor or enforce the terms of the trust or letters; (iii) we do not undertake any obligation to monitor or enforce the terms of any agreement between you and your assigned fiduciary or other authorized agent(s). For Special Title Accounts we act upon instructions from the fiduciary or other authorized agent(s). All instructions must be clearly and conspicuously provided to us by the fiduciary or agent using forms or instructions set forth by us in our sole discretion. We are not responsible for reading, interpreting, or otherwise abiding by the terms of any agreement between you and these third parties. We are not responsible for the actions of a fiduciary or other agent, including the misuse of funds.

Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each authorized account signer (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.

Transferring Account Ownership

You may not transfer, assign, or grant a security interest in your account to another party without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, unless and until we consent and note the assignment in our records. By noting the assignment, we do not have any responsibility to ensure the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

Power of Attorney

Unless prohibited by law, the power of attorney form must be acceptable to us in our sole discretion. We may decide to accept any power of attorney form that we believe an authorized account signer signed and act on instructions we receive from the attorney-in-fact designated on that form. If the attorney-in-fact does not present the original power of attorney form, we reserve the right to ask for the original prior to honoring it. Unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney

that an account holder or signer grants to others. We may, in our discretion, restrict the types or sizes of transactions we permit an attorney-in-fact to conduct.

Any powers of attorney submitted in connection with a business account must be approved by us in writing before they will be considered effective. If and when we decide to accept a power of attorney for an authorized account signer on a business account, we may continue to recognize the authority of the attorney-in-fact until we have reason to believe that the authority has been revoked or when we receive: (1) notice of termination or revocation; (2) notification of your death; or (3) other written notice impacting the power of attorney such as notice of legal incapacity. In all cases, we require a reasonable period of time to act on the notice.

MAKING, ACCEPTING, AND CREDITING DEPOSITS

Deposits

An item is not deemed accepted for deposit until it is received by us and we have completed processing of the item. 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 endorsement or lack of endorsement on the item and even though we provide you with 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 endorsement, claim of alteration, encoding error, counterfeit cashier’s check 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. 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. We may decline all or part of a deposit, including cash, for any reason.

We may accept or reject third-party checks at our discretion. For any third-party checks: the depositor warrants their authority to endorse and deposit the check, and the depositor assumes the risk of non-payment, forged, or improper endorsement. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence. If we cannot verify endorsement, we can also decline to pay, cash, or send the item for collection. We can require all endorsers be present and that you deposit the item instead of cashing it. Third party checks may be subject to extended holds or returns, at our discretion.

All deposits are subject to verification and collection. You must notify us of any discrepancies within **30 days** after we have made your Account Statement available to you. If you do not notify us promptly and the actual deposit is less than the amount shown on your statement, the difference is your responsibility. If the actual deposit is more, the excess amount is the property of the Bank. While we do not verify every transaction, we reserve the right to verify any transaction, including those for which a receipt has been

issued. We may reverse or adjust, at any time without prior notice to you, any credit or debit we believe we have made to your account in error.

Deposit Instructions

You must correctly identify the account number into which you want funds deposited. We are not responsible for any delay, claim, cost, loss, or damage caused by your failure to properly identify the account intended to be credited. We may credit an account based solely on the account number you provide, even if the name on the deposit or other credit instruction differs from the name on the account.

You agree to prepare your deposit in accordance with our instructions, which may include the use of an approved form. When making a deposit, you should carefully review the information you have supplied. We will not be liable for any errors that may result from your manual entry of account information. You agree you will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

Endorsements

We require endorsement before accepting an item for deposit. We may require that checks and other items you deposit or cash be endorsed by all parties to whom the items are payable. Before accepting an item, we may require verification of any endorsement, either through personal identification or through an endorsement guarantee by another financial institution acceptable to us. If you do not endorse a check or other item, you authorize us to endorse it for you or treat the item as if you had endorsed it. Any deposited item that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it.

Foreign Currency

We are not required to accept any item payable in foreign currency for deposit or collection. If we take an item payable in foreign currency for deposit or collection, you bear all exchange rate risk. We may not credit the item to your account until we receive the proceeds in U.S. dollars. Actual credit in U.S. dollars for deposits of, or payable in, foreign currency will be at the exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the item is returned unpaid for any reason, we will charge the amount against your account at the applicable exchange rate in effect at the time of the return.

WITHDRAWALS AND CHECKS

You authorize us to honor checks, ACH entries, wire transfers, debit transactions, and electronic instructions. We may establish security procedures and transaction limits as appropriate.

Accounts With More Than One Authorized Account Signer

Unless clearly indicated otherwise on the account records, any authorized account signer, acting alone, who signs to open the account or has the authority to make withdrawals, may withdraw or transfer all or any part of the account balance at any time. Each authorized account signer (until we receive written notice to the contrary) authorizes each other authorized account signer to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We act on instructions from any authorized account signer without obtaining other authorized account signer's consent, including withdrawing or transferring funds, making payments, or closing the account.

The business entity holding the account is responsible for all transactions, fees, and charges, including, but not limited to, overdrafts on your account, regardless of which authorized signer caused or benefited from the transaction. If there is a setoff, an enforcement of our security interest in your account, or legal

action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting your business entity, we will treat all funds in the account as belonging to the business entity against whom the setoff, enforcement of the security interest, or other legal action is directed, regardless of your authorized account signers or their actions.

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 by our policy, 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 any 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 your account as another type of 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. For more information, see our Substitute Check Disclosure titled *Substitute Checks and Your Rights*.

Large Cash Withdrawals

The amount of cash kept at any one branch location can vary; therefore, we may require you to provide advance notice of a large cash withdrawal. We may also refuse to honor a request for the withdrawal of a large amount of cash if we believe that it would jeopardize the security of a branch. We may require you to go to a particular branch or vault of ours to obtain a large cash withdrawal. We recommend you take care when making large cash withdrawals because carrying substantial amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier’s check or similar instrument. You assume full responsibility for any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur because of your decision to withdraw funds in the form of cash.

Notice of Withdrawal

We reserve the right to require 7 days prior written notice from you of your intent to withdraw any funds from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit 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 separately provided disclosures received at account opening of any time account.

Early Withdrawal Penalties (and Involuntary Withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you do not 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 because 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 separately provided notice of penalty for early withdrawal for additional information.

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 authorized account signers and under the same conditions generally applicable to withdrawals made in writing.

Check Processing

We process items mechanically by relying almost exclusively 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 endorsed, 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 endorsements unless you notify us in writing that the check requires multiple endorsements. 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.

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 a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances, and such identification may be documentary or physical, including biometric data. At our discretion we may refuse to cash a check, draft or other instrument written on your account for anyone who does not have an account with us.

Truncation, Substitute Checks, and 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 accepts specifications for substitute checks. 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 signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine signatures, you waive any requirement of multiple signatures. You agree to retain the original check in accordance with our policy for retaining original checks. You agree to indemnify us from any loss we may incur as a result of any truncated check transactions you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in compliance 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. For more information, see our Substitute Check Disclosure titled *Substitute Checks and Your Rights*.

Preauthorized Drafts or Other Remotely Created Checks

You are not permitted to knowingly deposit checks or drafts into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction (facsimile) of that individual's signature without our express authorization. This type of check is sometimes created by companies that transact business over the Internet or by telephone. Such company receives

permission from one of its customers to create a check drawn on its customer's checking account, but the customer does not actually sign the check. These items are sometimes called "preauthorized drafts," or "remotely created checks." Any time you deposit such an item, as described in this section, to your account with us, you warrant to us: (1) that the person on whose account the item is drawn in fact authorized the item in the amount stated on the face of the item and to the payee stated on the item; (2) you will maintain proof of the authorization for at least two years from the date of the authorization, and supply us the proof if we ask; and (3) you agree to indemnify and hold us harmless for all losses, costs, and expenses that we may incur if you have breached this warranty. If we receive a claim related to any such item, we may charge the item back to your account, even if we receive the claim as long as a year after the item was paid. If there are insufficient funds in your account, you still owe us the remaining balance.

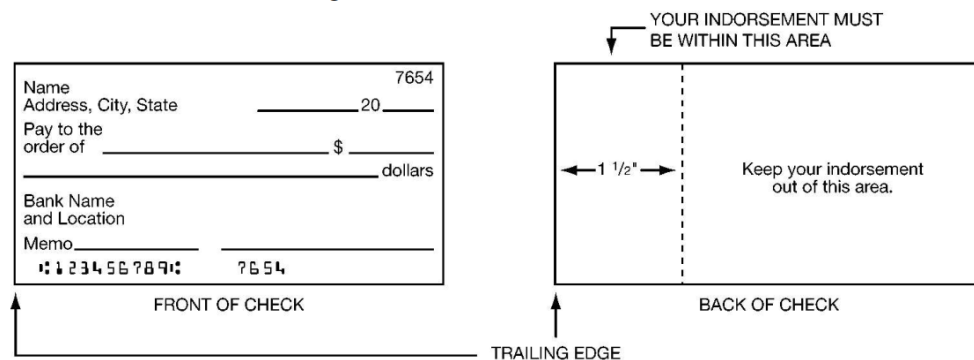
Remote Deposit Capture

Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only." Additional terms and conditions will apply when using our RDC services and are detailed in our *Online Banking Agreement* and our *Commercial Cash Management Agreement*, as applicable.

Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, including missing signatures. Checks without signature may be posted to your account as not all checks are reviewed prior to posting. You warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse the check by signing it on the back in the specific designated area. Your entire endorsement along with any other endorsement information must fall within the first 1 1/2" of the trailing edge of the check. Endorsements must be made in blue or black ink, so they are readable by automated check processing equipment.



It is important that you confine the endorsement information to these areas since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend and hold us harmless for any loss, liability, damage, or expense that occurs because of your endorsement, another endorsement, any lack of endorsement, or information you have printed on the back of the check that obscures our endorsement.

Restrictive Legends or Endorsements

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 on every check. 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 instructions on your checks. 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 endorsement.

Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing 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. You give us this authority regardless of by whom or by what means the facsimile signature may have been affixed so long as they resemble the facsimile signature specimen filed with us for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

Stale or Postdated Checks

We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

ELECTRONIC FUND TRANSFERS

Please be aware that the Electronic Fund Transfer Act, Regulation E, and our Electronic Fund Transfer Disclosure only apply to accounts established primarily for personal, family, or household purposes, and therefore do not apply to this Business Account.

Types of Electronic Fund Transfer Services Provided

Examples of electronic fund transfer (EFT) services we provide include the following: (i) Transactions at automated teller machines (ATMs); (ii) Purchases from merchants made by using your card; (iii) Transferring funds or paying bills through Online Banking and Bill Pay; (iv) Automated Clearing House (ACH) transfers; (v) Electronic Check conversions; (vi) Any other fund transfers to or from your account(s) that you pre authorize, such as direct deposits and automatic payments to or from your account(s), if such transfers are made electronically. Not all EFT services may be available with every card, account, ATM or merchant terminal.

ATM Usage

You may use your business debit card and personal identification number (PIN) to access your accounts at automated teller machines (ATMs). ATM availability is not guaranteed, and ATMs may be temporarily unavailable due to maintenance, system outages, or circumstances beyond our or another financial institution’s control. You are responsible for safeguarding your debit card and PIN. Do not disclose your PIN to anyone. You agree to notify us immediately if your card is lost or stolen or if you believe your PIN has been compromised.

Fees may apply to ATM transactions. In addition to any fees imposed by us, the owner or operator of a non-Bank ATM may impose a surcharge or other fees. Withdrawal and transaction limits apply and may vary by account type, network, or ATM locations.

ATM withdrawals may not be posted to your account on the same business day the transaction occurs.

Errors or questions about ATM transactions must be reported promptly in accordance with the *Errors Relating to Electronic Fund Transfers* and/or *Claim of Loss* section of this Agreement. As with all financial transactions, please exercise caution and discretion when using an ATM or night deposit facility. ATM safety provisions are included below under the *Account Security* section.

We do not accept deposits at ATMs.

ACH Credits and Debits

When we receive ACH credits or debits to your account, we are authorized to debit or credit your account accordingly and you agree to be bound by the National Automated Clearing House Association (NACHA) Operating Rules ("NACHA Rules"). You agree that we may rely on the representations and warranties contained in the NACHA Rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

ACH Provisional Payment Rule

You agree that any 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 ACH, we are not required to give you any notice of payment order or credit.

International ACH Transactions

Financial institutions are required by law to scrutinize or verify any international ACH transactions (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, result in transactions being blocked, delayed, rejected, or reported as required by law. We are not liable for delays or non-completion of transactions resulting from OFAC or other legal compliance requirements.

Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate EFTs between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. You should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Limitations

- **Transaction Limitations.** Cash withdrawal and point of sale limitations may be imposed for security purposes at any time. For security reasons, there may be other limits imposed on the number of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw or purchase within any period. Note also that the limits on your use of your card may be different at terminals owned by institutions other than us. Any transactions imposed on your account will be provided in your separate *Card Agreement* or otherwise disclosed.
- **Online Banking Limitations.** Please review our Customer Online Banking Agreement for additional limitations specific to our Online Banking services, including bill payment, external transfers and Zelle®.
- **Fraud and Illegal Use Related Limitations.** You agree not to use your card(s) or account in association with any illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. We may temporarily lower our stated limits if we suspect fraud. We may suspend card or electronic access to your account if we classify your account as inactive, dormant or frozen, if we suspect fraud or illegal activity, or for any other reason where we believe there is a risk to you or us.

Fraud Alerts and Our Right to Refuse Transactions

We have the right to refuse to authorize any transaction that we reasonably believe is the result of fraud or illegal activity, is suspicious, or is initiated after you have reported your card as lost or stolen. In addition, we have the right to freeze and/or cancel your card if you refuse to provide or request to remove a telephone number at which we can contact you to notify you of possible fraud or illegal activity on your card. A request by you for a new card must include a telephone number.

Responsible Use

In order to assist us in maintaining the security of your account, any card issued by us remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Fees

The fees we charge for our EFT services are set forth in our corresponding *Fee Schedule* which you can obtain online at servbank.com or by visiting a branch. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Notice of Funds Transfer

Your periodic Account Statement will serve as notice of any ACH credits or debits to your account. You agree that we are not required to provide any other notice to you of receipt of funds transfers. You must review your statement and immediately notify us of any unauthorized ACH entries to your account.

Unauthorized Use

You must notify us immediately if you believe your ATM card, debit card, PIN or other access device or code has been lost, stolen, or used by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. You should also notify us immediately if you believe a transfer has been made without your permission. **Contacting us immediately by phone is the best way of keeping your possible losses down.** Required timeframes for notification are included below in the *Your Duty to Notify Us – Errors Relating to Electronic Fund Transfers* section.

STOP PAYMENTS

How to Stop Payment

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To stop a payment, call or write us at the telephone number or address listed in this disclosure. **We must receive your call or written request at least three (3) business days prior to the scheduled payment.** If you call, we may also require you to put your request in writing and deliver it to us within 14 days after you call. Please see your corresponding *Fee Schedule* for stop payment fee amount.

When you place your stop-payment order, we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact, your order will not be effective and we will not be responsible for failure to stop payment.

Duration

A stop payment order for a preauthorized ACH debit will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; (2) the return of the debit entry; or, (3) where the stop payment order is applied to more than one debit entry under a specific authorization involving a specific originator, the return of all such debit entries. All other stop payment authorizations, including those for checks, will remain in effect for six (6) months from the date we first receive your stop payment order, unless withdrawn by you. You must contact us and renew a stop payment order if you want to extend it beyond its expiration date. We are not obligated to notify you when a stop payment order expires.

Limitations

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).

Stop payments cannot be placed on debit card and point-of-sale transactions. For payments made through third party payment platforms (e.g., Zelle®) we may not be able to stop payment; you should refer to the terms and conditions provided by the payment platform for stop payment processes and limitations.

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 and expenses, including attorney's fees. You assign us all right against the payee or any other holder of the item. You agree to cooperate with us in any legal action 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.

WIRE TRANSFERS

All wire transfer activity is subject to the Bank's commercially reasonable security procedures, fraud monitoring, and Office of Foreign Assets Control (OFAC) screening requirements. We may delay, suspend, reject, block, or return transactions as necessary to comply with law, regulation, or Bank policy.

Payment Order

You are solely responsible for the content of each wire transfer request and the accuracy and completeness of the information contained therein. We will rely on the information contained in the wire transfer request in carrying out your instructions, which shall be deemed your "payment order" as defined in UCC 4A. No instructions or other restrictions accompanying your payment order shall be effective unless expressly accepted and agreed to in writing by us. We may in our sole discretion, but are not obligated to, require evidence of the authority of the person submitting the payment order to act for the named customer before accepting it for processing. Except as required by law, we reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing. We may limit the availability of our wire transfer services at any time, at our sole discretion. We are not liable to you for any loss you may incur as a result of our rejection of a payment order.

Reliance on Information Provided

Before initiating any funds transfer, you should carefully review the account numbers you provide on the payment order. You agree that we, and any bank or intermediary involved in processing your payment order, are entitled to rely on the account number and bank identification numbers provided by you without any obligation to look at the name of the beneficiary or bank which may also appear in the payment order, even if the number identifies a person different than the named beneficiary or bank. If you provide an incorrect account number or bank identifier for the recipient, the funds transfer may be misdirected, resulting in the loss of funds. We have no obligation to detect errors and no liability for any incorrect or missing information in your payment order. Unless specifically required by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary is not our responsibility.

Security Procedures

We offer certain security procedures for wire transfers, including a call back or verification of the payment order. Some elements of the security procedures will vary depending on the method you use to initiate a wire transfer. Your submission of a payment order constitutes your agreement that our security procedures are sufficient and commercially reasonable. You understand that our security procedures are used to verify the authenticity of your payment order, and not to detect errors in or prevent duplicative payment orders. You agree that we are not obligated to accept any payment order that is communicated to us other than in compliance with our approved methods and procedures, and we are not liable for refusing to act on a payment order that we do not accept. You further agree that any payment order that we act on in good faith in compliance with our security procedures, whether or not in fact authorized by you, will constitute an authorized funds transfer.

Rejection of Funds Transfer

We may in our sole discretion refuse to accept a payment order, including when there are insufficient funds in the account, or the payment order fails our security procedures, or we are otherwise unable to verify its authenticity. If we decide not to accept a payment order, we will attempt to notify you, but we shall have no liability for delay or failure to do so. We will also attempt to notify you if a funds transfer is returned to us after its execution, but shall have no liability by reason of our delay or failure to do so. We are not obligated to re-send a funds transfer that is returned to us if we complied with the original payment order.

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 may charge fees for sending or receiving a wire transfer. Please see your corresponding *Fee Schedule* for fees related to wire transfer services. 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 for paying us any expenses and charges for our services.

Cut-off Times

If your payment order is received prior to 4:00 p.m. Central Time (CT) (3:30 p.m. CT for international wires) on a business day and is verified through our security procedures, the payment order may be processed the same business day. If it is received on or after 4:00 p.m. CT (3:30 p.m. CT for international wires) or on a non-business day, the payment order may be processed the next business day.

Cancellation or Amendment of Payment Orders

We have no obligation to amend or cancel a payment order after we receive it from you. In many cases, after a payment order is processed, we have no ability to cancel it. However, if you ask us to amend or cancel a payment order, we may make a reasonable effort to act on your request provided it complies with our security procedures, and we may charge a fee for doing so. We are not liable to you if, for any reason, the payment order is not amended or canceled. Any losses to you resulting from a payment order you authorized are not our responsibility. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

Return of Wires

If your outgoing wire transfer is returned to us, you may be credited back a lesser amount than the amount that was originally debited for your initial outgoing wire transfer. Fee(s) may be charged by us or other financial institutions (for instance, by beneficiary and intermediary banks) when a wire is returned. As a result, the amount of your returned wire may be different than the amount you originally sent due to fees deducted. In addition, for international wires, when a returned foreign currency wire is converted back to U.S. dollars, the U.S. dollar amount credited back to you may be less than the original amount we debited from your account due to fluctuation in the applicable exchange rate. You accept the risks of any unfavorable change in the applicable exchange rate. We will not be liable to you for a sum in excess of the amount that was originally debited for your initial outgoing wire transfer after it has been converted back to the original currency, even if there are favorable changes in the foreign exchange markets.

Receiving Funds Transfers

We will notify you about funds transfers credited to your account by listing them on your Account Statement. In some cases, we also may notify you electronically or in writing. Funds transfers are credited based solely on the account number specified on the payment order even if the name on the payment order differs from the name on the account. If you are receiving a funds transfer that was sent in a foreign currency, the funds will be converted to U.S. dollars by an intermediary or correspondent bank before receipt by us and your account will be credited in U.S. dollars. The foreign currency exchange rate may include a spread, commission and other costs, and may differ from rates quoted elsewhere.

Wire Errors

You agree that all funds transfers will be reflected on your periodic Account Statement and we are not required to provide you with a separate notice of incoming or outgoing wires. You should review your statement promptly for any discrepancies, unauthorized transactions, or errors in connection with any funds transfers. This section does not cover any wire requests authorized by you, even if you later determine the request should not have been made or submitted, and attempt to cancel or amend it.

You must notify us as soon as possible but not later than 60 days after we send or otherwise make your statement available to you, if you think a wire transaction shown on your statement is incorrect or unauthorized. However, we are not required to credit or adjust your account for any loss of interest or interest equivalent if you do not notify us within 14 days after the date you receive the first notice or statement on which the incorrect or unauthorized domestic wire transaction appears. You will be liable to us for any losses we may incur as a result of your failure to notify us within the time period set forth herein. 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.

Limitation of 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. Except as required by law, our liability for any act, delay or failure to act shall be limited solely to direct resulting loss, if any, which you incur, and payment of interest, if applicable. Except as required by law, we will not be liable for any damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

RECEIVING REAL TIME PAYMENTS (“RTP”)

The RTP networks allow for RTPs between accounts at financial institutions located in the United States that are participating in the RTP network. In addition to the terms of this Agreement, RTPs that we receive for credit to your account will be governed by the system rules of the applicable RTP payment network. The terms “sender,” “receiver,” and “sending participant” are used here as defined in the system rules governing the applicable RTP network.

RTPs may be made only in U.S. dollars and transaction limits may apply. RTPs can be received every day of the year, 24 hours a day, subject to scheduled maintenance, as permitted by the applicable RTP network rules. We are not required to give you a separate notice of our receipt of a RTP. We will report RTP credits to your account on your next regular periodic Account Statement. You also can contact us during normal business hours to determine if a RTP has been credited to your account.

RTPs cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of a RTP received for credit to your account, we may notify you of that request. While you are not obligated to comply with any such request for return of funds, any conflict and resolution is between you and the sender of the RTP. If you do not wish to accept a RTP credit received to your account, you may request that we return such payment to the sender. We may, at our sole discretion, attempt to honor such request, but will have no liability for our failure to do so.

PROCESSING ORDER POLICY

Processing Order of Items

The order in which items are paid from your account is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items that overdraw your account or that are returned unpaid and the amount of fees you may have to pay.

We have the right to process and post items that we receive for payment from your account in any order that we determine in our discretion, **regardless of the order in which the items occur or we receive them.** The order in which we process and post items to your account can be affected by the manner in which we receive them and whether we authorize those items for payment at or before the time that we receive them. For example, we authorize some items, such as Point-of-Sale purchases and other debit card transactions, when you initiate them, but we may not receive those items from the merchant for several days. We receive and authorize other items for payment, such as ATM withdrawals and online transfers of funds, at the time you initiate them. There are other items that we don't know about until we receive them, such as checks and most ACH payments, and we don't authorize their payment until after we receive them. We have the right to give preference to items and other debits payable to us (such as loan payments and service fees and charges). Your account statement may not report credits and debits in the order in which we posted them to your account.

To assist you in managing your account, we are providing you with the following information regarding how we process those items. We reserve the right to change the order in which we pay items at any time at our discretion. Transactions can be posted to your account in two different ways: (1) in "real time" as the transaction occurs on a given banking day or (2) in a group or "batch" throughout the day and during nightly processing.

Posting in Real-Time

We post to your account the following credit and/or debit transactions in real time as the transactions occur on a given banking day:

- ATM Transactions
- Debit Card Point-of-Sale Transactions
- Zelle Transactions and Real Time Payments (RTPs)
- Internal Transfers scheduled through Online Banking or Mobile Banking
- Checks that are drawn on us deposited at one of our branches
- Wire Transactions
- Transaction fees, such as for wire transfers, ATM withdrawals, and stop payment orders are posted directly following the transaction that generated the fee.

Posting in Batch Throughout the Business Day

We post to your account the following transactions in a batch process throughout each business day. The order we use for posting these transactions in batch is as follows:

Credits

- ACH Transactions
- Remote Deposit Capture Deposits, Mobile Deposits, Lockbox Deposits

Debits

- ACH Transactions – which includes preauthorized withdrawals, checks you write that are converted by the payee to electronic transactions, online bill payments processed electronically

- In-clearing checks presented for payment on your account are posted in check number order, unless the check is presented direct to the bank for payment, in which case we post those checks in real time
- Monthly, recurring, and other non-real time fees or payments, such as overdraft fees and/or monthly maintenance fees, if applicable

Transactions are processed in the order described above. Transactions are not processed in the order that you initiate the transactions or in the order that we receive them. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.

INSUFFICIENT FUNDS AND OVERDRAFTS

It is your responsibility to know if there are sufficient available funds in your account before you write a check, make a cash withdrawal at an ATM, make a purchase with your debit card, or issue, initiate or authorize any other item for payment from your account. It is important that you carefully monitor your available balance and current balance.

Determining Your Available Balance

We use the **available balance** method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not settled or posted to your account, including the following: checks you have written, if applicable; deposit holds; and debit card transactions that have been authorized but not yet settled/posted and paid (i.e., preauthorization holds). **It is important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction. Your available balance may not reflect all your outstanding checks, bill payments that you have authorized, or other outstanding transactions that have not been finally paid from your account.** These pending transactions and holds reduce your available balance. You can avoid insufficient funds and overdraft charges (as applicable to your account) by making sure that your available balance is always sufficient at the time all items, withdrawals, and payment transactions are presented to us for payment (including items that you have authorized but have not yet been presented to us for payment.)

Regardless of whether a transaction remains pending or whether the transaction is reflected in your available balance, all transactions are processed and paid in accordance with the *Processing Order* section of this Agreement and may overdraw your account and incur fees if you do not have sufficient funds when the transaction is presented for final payment and paid or returned by us. **The best way to know how much money you have and avoid paying overdraft fees is to record and track all your transactions closely.**

Temporary Debit Authorizations

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. You are solely responsible for ensuring that your account maintains a sufficient balance to cover all transactions. If a Point-of-Sale transaction results in a negative balance, you must promptly restore your account to good standing in accordance with our account policies.

Maintaining A Positive Balance

You agree not to overdraw your account. You agree to monitor your account balance(s) to ensure an overdraft does not occur. It is your responsibility to maintain an account with sufficient available balance to pay presented items and transactions. You can review your balance in several ways, including reviewing your periodic Account Statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

How We Will Treat Insufficient Balances

If your available balance is not sufficient to cover an item at the time of posting, the item will be posted provisionally to your account pending our decision to return or pay the item. We have the right, in our sole discretion, to either (1) reverse the provisional posting of the item to your account and return the item to the payee as unpaid for insufficient funds, or (2) pay the item and create an overdraft in your account. After an item, such as a check or ACH transaction, is returned due to insufficient funds, we may receive one or more additional requests to pay the intended payee. Each such subsequent request is a separate item, and we may assess and debit overdraft related fees for each request. Please see our *Fee Schedule* for details.

If we pay an item and create an overdraft in your account, you must immediately repay that overdraft and any overdraft charge you incurred. You must also reimburse us for all costs and expenses (including attorneys' fees and expenses to the extent permitted by applicable law) that we incur in attempting to recover that overdraft and service charge from you. You are responsible for the repayment of all overdrafts in the account, all related service charges, collection costs and expenses. You are responsible for overdrafts and related fees regardless of which authorized account signer issued, initiated, authorized, or benefited from the proceeds of the item that created the overdraft. In addition, we may exercise our right of setoff against any other accounts you maintain with us, and we may apply any later deposits made to any account that you maintain with us to pay for the overdrafts and any service fees and other charges.

We will generally send you a notice after an item has been presented to us for payment that creates an overdraft; however, we will not be liable to you if we fail to send you such notice. You will incur, and we may debit from your account, a charge against your account for each item we return for insufficient funds and each overdraft as specified in your corresponding *Fee Schedule*. You agree that we will not be liable if we dishonor your other items because of insufficient funds in your account resulting from our assessing and debiting such charges, or because of the order in which we pay your items, or because of authorization hold(s). Applicable charges for items we return for insufficient funds and charges for overdrafts may be subject to a daily maximum as established by the Bank and reflected on our *Fee Schedule*.

Overdrafts

We are not obligated to pay any item that would create an overdraft. The fact that we pay an item and create an overdraft in your account one or more times does not mean we will continue to do so. We are not required to notify you in advance if we change how we handle payment of any item that would create an overdraft. Applicable charges for insufficient funds and overdrafts are reflected on our *Fee Schedule*.

Overdraft Protection Through Sweep Services

If you enroll in our Overdraft Protection Through Sweep Services, you may link qualifying deposit accounts maintained with us to sweep funds to cover overdrafts. Sweep services are available upon request and require a separate agreement. Not all business account products are eligible for sweep accounts, and

eligibility may be subject to change. Any applicable fees or charges associated with these transfers are disclosed in our *Fee Schedule*, as amended from time to time. **In order to set up sweep services you must contact us to enroll; this protection is not offered automatically.**

Funds Availability

Please see our *Funds Availability Policy* for information on when different types of deposits will be made available for withdrawal. For an account 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 its deposit are available for withdrawal. In that case, we will reverse the credit for 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 times 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.

STATEMENTS

We will make available to you a Business Account Statement (“Account Statement” or “statement”) for each applicable statement period, which will reflect account activity, transactions, and other information regarding your account. Account Statements will be provided by mail unless you have consented to receive statements electronically, in which case your Account Statement will be made available through our online banking service. If you receive Account Statements electronically, we will send notice to the email address on file when your Account Statement is available for review. If you do not receive an Account Statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Account Statements given to any one account owner, signer, user, or if applicable, fiduciary or agent, is considered notification to all account owners. Account Statements may also include important legal notices, disclosures, or other communications, which may be provided as statement messages, statement inserts, or through other permitted means.

We may change the statement period and fee period assigned to your account without advance notice. If your account is interest-bearing, these changes won’t affect interest calculations, but they may affect the date we post interest to your account.

Your Responsibility to Promptly Review Your Statements

You are responsible for promptly examining your Account Statements and reporting any irregularities to us. Each Account Statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. **Please read this section carefully. Time limits for notification are set forth below.**

YOUR DUTY TO NOTIFY US

Your Duty to Report Unauthorized Signatures, Alterations on Checks, and Other Items

You must examine your Account Statement with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations:

- (1) You must notify us in writing within **30 days** from when the statement is first sent or made available to you; and
- (2) Your notice must include your name, account number, and the items and relevant facts of the unauthorized items, including dollar amounts.

If you do not notify us in writing within the required time period, you are precluded from recovering any amount that you later claim was unauthorized with respect to an item reflected on that statement. 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).

We will not be liable for any check that is altered or any signature that is forged unless you notify us within 30 calendar days after the statement and the altered or forged item(s) are made available. If the same person commits a series of forged or altered checks involving your account, you must notify us in writing within 30 days of your receipt of the first statement containing a description of any such irregularity. Otherwise, your account statement will be deemed to be correct, and you will not be able to recover from us payments that you later claim were unauthorized.

You further agree that if you fail to report any unauthorized signatures or alterations 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 the 30-day limitation contained above.

When you provide the information we require, we will follow our internal procedures to file a dispute to attempt to resolve your claim. Just because we file a dispute, it does not mean the funds will be returned to you. The sooner you report a problem, the sooner we can attempt to take action to recover the funds. This section is intended to be read in line with the sections below on *Claim of Loss* and *Fraud Prevention Services*. You acknowledge that provisional credit will not be provided and the funds may not be recovered.

Errors Relating to Electronic Fund Transfers

Contact us at the telephone number or address listed in this disclosure, as soon as you can, if you think your Account Statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than **30 days** after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you document the error in writing within 10 business days. We typically ask you to do this by filling out a form we provide. If we ask you to fill out a form documenting the alleged error and we do not receive it back from you within 10 business days, we may not act to recover the funds, and we will not be liable for any losses. When you provide the information we require, we will follow our internal procedures to file a dispute to attempt to resolve the alleged error. Just because we file a dispute, it does not mean the funds will be returned to you. The sooner you report a problem, the sooner we can attempt to take action to recover the funds.

You agree that if you fail to report any errors related to electronic fund transfers in your account within **30 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 section is intended

to be read in line with the sections below on *Claim of Loss* and *Fraud Prevention Services*. You acknowledge that provisional credit will not be provided and the funds may not be recovered.

Errors Relating to Substitute Checks

For information on errors relating to a substitute check you received, refer to your Substitute Check Disclosure titled *Substitute Checks and Your Rights*.

Your Duty to Report Other Errors or Problems

In addition to your duty to review your Account Statements for unauthorized signatures and alterations, you agree to examine your statements with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements 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.

Duty to Notify if a Statement is Not Received

You agree to immediately notify us if you do not receive your Account Statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as fraud or identity theft. Absent to a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this Agreement.

Changes in Name and Contact Information

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check re-order form is not sufficient. We will attempt to communicate with you only by using the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Changes in Authority, Ownership, or Control

Businesses must provide us documentation of any change of authority, ownership, or control of a business upon death or legal incompetence of the business owner. We may require additional documentation to be provided to us before complying with the directives. You agree to notify us promptly if you learn or suspect an account owner or authorized account signer has been declared incompetent by a court or other legal authority or has died. When we receive proper notice, we may, in our sole discretion:

1. Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,
2. Pay (without inquiring) any item authorized by the account owner before being declared incompetent or deceased,
3. Return or reverse deposits, and
4. Apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds.

If we release funds after the death of authorized account signer, after the dissolution of the business entity, or any other similar event, the account owner is still responsible for reimbursing us.

Fraud

If you are concerned about suspected fraudulent use of your accounts, please contact us **immediately** by calling the phone number on your Servbank statement or the *Contact Us* section of this Agreement.

CLAIM OF LOSS

Business accounts are not subject to the error resolution, provisional credit, or liability limitations applicable to consumer accounts under Regulation E unless expressly required by law. Disputes will be handled in accordance with this Agreement, applicable law, and the Bank's internal procedures.

If you claim a credit or refund because of 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 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 from 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.

FRAUD PREVENTION SERVICES

You agree that if we offer you fraud prevention services appropriate for your account to help identify and limit fraud, or other unauthorized transactions against your account, and you decline these services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You agree to this, regardless of if we charge a fee for these fraud prevention services or not. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include Positive Pay or commercially reasonable security procedures. The Positive Pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, checks to the general public, or checks for large dollar amounts. If we offer you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

ACCOUNT SECURITY

Your Duty to Protect Account Information and Methods of Access

We may require various methods of authentication to verify your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. Processes for verifying your identity may vary depending on whether they are online or in person. Identification may be documentary or physical and may include biometric information. Biometric data is stored locally on your personal device and is not available to or retained by Servbank.

It is your responsibility to protect the account numbers and electronic access devices we provide you for your accounts. You should safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that person or agent. Do not discuss, compare, or share

information about your account numbers with anyone unless you are willing to give them full use of your money and account. If you furnish your access device or information and grant access to make transfers to another person who exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must take precautions to safeguard your blank checks. Notify us at once if you believe your 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.

Instructions From You

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

Monitoring and Recording Telephone Calls and Account Communications

Subject to federal and state law, we may monitor or record public phone calls for security reasons, to maintain a record, and to ensure that you receive customer service in line with our core values. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you occasionally via telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or you may subsequently provide us. You acknowledge that the number we use to contact you may be assigned to a service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us. If you change any of your contact preferences, it is your responsibility to keep your account records up to date with us.

Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful, and follow the precautions below:

1. Prepare your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important and/or sensitive account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been

modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse or on your desk at work.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. Consult the disclosures you have received for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, cancel the transaction, pocket your card and leave. Consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility.
15. Immediately report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials.

Because your PIN is used for identification purposes, you must notify us **immediately** if your card is lost or if the secrecy of your PIN is compromised. The sooner you report a problem, the sooner we can take precautions to make sure your card is not misused. If you want to create a new PIN, contact us for further instructions.

ACTIONS AFFECTING YOUR ACCOUNT

Legal Actions

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 as required by applicable law. However, nothing in this Agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is 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 and applicable law. Any fees or expenses incurred in responding to any legal action may be charged against your account, unless otherwise prohibited by applicable law.

Right of Setoff and Security Interest

To the extent permitted by applicable law, if you owe us any debt or obligation that is due, whether as borrower, guarantor, account owner, or otherwise, we may, without prior notice except as required by law, set off or apply funds from any account you maintain with us to satisfy that debt or obligation. This right applies to obligations arising under this Agreement, any other agreement between you and us, any promissory note, credit obligation, or other indebtedness owed to us. You also grant us a first-priority security interest in all accounts you hold now or in the future with us to secure your obligations, subject to any separate written security interest agreed to by us. We may exercise these rights even if doing so results in insufficient funds to pay checks, debits, withdrawals, or other items presented against the account, causes an item to be returned unpaid, or results in an early withdrawal penalty or loss of interest. Any garnishment, levy, or similar legal process against an account is subject to our rights of setoff and security interest, and we may restrict withdrawals from the account until the matter is resolved. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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 because of placing a hold on funds in your account for these reasons.

Inactive and Dormant Accounts

Your account must have customer-initiated activity to remain in an active status. If your account does not meet this criteria for a minimum of 12 months, the account may become inactive.

If your account does not have customer-initiated activity for a minimum of 24 months, we may consider your account dormant, and you won't be able to perform many of your day-to-day banking activities.

If you do not have customer-initiated activity on your account for an extended period, your account may be considered abandoned property. We may be required to close your account and treat it as abandoned property in accordance with applicable law.

REPORTING INFORMATION TO FEDERAL AND STATE TAXING AUTHORITIES

When required by law, we report information to federal, state and local taxing authorities on interest and other forms of income you receive, including the cash value of prizes or awards you may win in connection with contests, promotions, or sweepstakes we offer.

Important Tax Information

When you apply to open an account, we are required to obtain U.S. tax certification from the business account owner. If U.S. tax certification is not provided, the account will be subject to backup withholding. An account must not be subject to backup withholding to be eligible to participate in most account promotions – please refer to the separate promotion terms and conditions, if applicable. U.S. business entities are required to furnish or have a valid Form W-9 (Request for Taxpayer Identification Number and Certification) on file with the Bank. Interest received by U.S. business entities will be reported on IRS Form 1099-INT for the year received, as required by applicable law. If 1099 reporting is required, we will issue a 1099 to the business account owner.

Foreign Account Tax Compliance Act

To be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as “FACTA”), a U.S. federal tax law, we may contact you and request additional information and/or documentation. Please understand that we do not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FACTA. We are not in the business of providing tax advice; you should not rely upon us to determine the impact of FACTA on your business activities or what your own compliance obligations are under FACTA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FACTA compliant. Your failure to comply with FACTA may result in restricted access or withholding taxes from interest payments due to you.

ADDITIONAL TERMS AND CONDITIONS

Amendments and Termination

We may amend or delete any term of this Agreement. We may also add new terms to this Agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic Account Statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method. 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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this Agreement. However, such waiver shall not affect our right to enforce the term at a later date. If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

For changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

Correction of Clerical Errors

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic Account Statement, please refer to the *Statements* section.

Notices

Any written notice you give us is effective when we receive it, and it must be given to us according to the delivery instructions provided at the end of this Agreements. We must receive any notice in time to have a reasonable opportunity to act on it. If a 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 number, amount, date, and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

Language

English is the controlling language governing your account. As an example, the English version governs this Agreement. If your preferred communication language is other than English, we may not be able to accommodate your language preference at all our branches or for all products and services. As a courtesy, at your request and for your convenience only, when you open an account, we may be able to provide you with services in your preferred language. Please note that other than Spanish, account communication may not be available through language interpretation services.

CONTACT US

If you have any questions or complaints that cannot be resolved at the Branch, please contact us via the below channels:

Servbank, N.A.

ATTN: Banking Operations

3138 E. Elwood Street

Phoenix, AZ 85034

Telephone: 844-201-1662

Email: CustomerSupport@Servbank.com