

# RULES AND REGULATIONS GOVERNING FIRST AMERICAN BANK DEPOSIT ACCOUNTS

## TABLE OF CONTENTS

<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	1
Important Account Opening Information .....	1
Agreement .....	1
Liability .....	1
Deposits .....	1
Withdrawals .....	2
Ownership of Account and Beneficiary Designation .....	2
Business, Organization and Association Accounts .....	2
Stop Payments .....	2
Transaction Limitations .....	2
Amendments and Termination .....	2
Notices .....	2
Statements .....	3
Account Transfer .....	3
Direct Deposits .....	3
Temporary Account Agreement .....	3
Authorized Signer .....	3
Restrictive Legends or Endorsements .....	3
Check Processing .....	3
Check Cashing .....	3
Endorsements .....	3
Waiver of Notices .....	4
ACH and Wire Transfers .....	4
Facsimile Signatures .....	4
Pledges .....	4
Power Attorney .....	4
Unclaimed Property .....	4
Death or Incompetence .....	4
UTMA Accounts .....	4
Fiduciary Accounts .....	4
Cash Transaction Reporting .....	4
Backup Withholding/TIN Certification .....	4
Credit Verification .....	4
Lost, Destroyed, or Stolen Official Checks .....	4
Changing Account Products .....	4
Transactions by Mail .....	4
Transactions by Phone .....	4
Legal Actions Affecting Your Account .....	4
Payment of Items .....	4
Check Storage and Copies .....	4
Truncation, Substitute Checks, and Other Check Images .....	4
Security .....	5
Remotely Created Checks .....	5
Unlawful Internet Gambling Notice .....	5
Telephonic and Electronic Instructions .....	5
Monitoring and Recording Telephone Calls .....	5
Consent to Receive Communications .....	5
Claim of Loss .....	5
Early Withdrawal Penalties .....	5
Name Changes .....	5
Resolving Account Disputes .....	5
Checking Account Organization .....	5
Health Savings Accounts (HSA) .....	5
Children's Online Information Privacy .....	6
Additional Provisions .....	6
Setoff .....	6
Arbitration .....	6
<b>ELECTRONIC FUND TRANSFERS</b>	
<b>YOUR RIGHTS AND RESPONSIBILITIES</b> .....	7
<b>YOUR ABILITY TO WITHDRAW FUNDS</b> .....	8

# TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the account agreement or open and use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. See applicable Schedule of Fees. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Illinois and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

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

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

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the applicable Schedule of Fees. You authorize us to deduct these fees, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable fees 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 fees or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the fee or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after we close business on a day we are open, or received on a day we are not open for business, as if initiated

on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorser to verify or guarantee their endorsements, or endorse in our presence.

#### **WITHDRAWALS**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop a payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for our failure to stop a payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Stop-payment orders may be given verbally or in writing and are effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made by anyone with signing authority on the account. You should be aware that certain third parties holding the item may be entitled to enforce payment against you despite the stop-payment order.

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

Our stop-payment cutoff time is 3:00 P.M. CT on 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).

**TRANSACTION LIMITATIONS** - For savings and money market accounts you may make up to six (transfer limit) transfers or withdrawals by means of a preauthorized or automatic transfer, or telephonic agreement order or instruction, or similar order to another account of yours or to a third party during any statement cycle. A preauthorized transfer includes any arrangement with us to pay a third party from your account (i) at a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you request that a check be mailed to you. Excess Money Market or Savings Transaction fees may apply - see applicable Schedule of Fees.

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

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

when provided to you by email at the email address we have on file or when posted to the electronic system we use to provide notice. Notice to any of you is notice to all of you.

**STATEMENTS** - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized signatures, alterations and forgeries** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**Your duty to report other errors** - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the 60 day time period to report other errors.

**Errors relating to electronic fund transfers** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers Your Rights and Responsibilities disclosure; specifically the sections on consumer liability and error resolution.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

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

**TEMPORARY ACCOUNT AGREEMENT** - This may be a temporary account agreement if all account owners have not yet signed the account agreement, or if some other account opening requirement has not been completed. We may give you a duplicate account agreement so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this and shall be bound to the terms and conditions of this account. Each person who signs in the space designated for signatures on the account agreement agrees to indemnify and hold us harmless against any and all claims based on transactions conducted by a joint owner or authorized signer who did not sign the account agreement. 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.

**AUTHORIZED SIGNER** - The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner(s) does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner(s) or beneficiaries, if any, other than by withdrawing

funds from the account. The owner(s) is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner(s) may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner(s). However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**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 endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "two signatures required" or "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. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

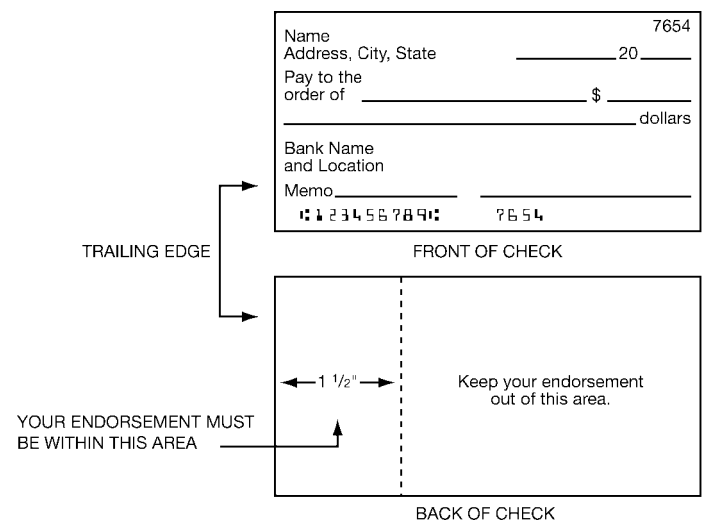
**CHECK PROCESSING** - We process items mechanically. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have 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 such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**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, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area 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 your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

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

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

**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(s) may have been affixed. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**PLEDGES** - No owner or authorized signer of this account may pledge all or any part of the funds in it for any purpose unless we specifically agree in writing and you pay for such service. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**POWER OF ATTORNEY** - If you wish to designate an attorney-in-fact, you must do so in a form acceptable to us. We reserve the right to refuse to accept any power of attorney forms presented by you. All powers of attorney may be subject to review by legal counsel and are subject to fees for such review. Fees may apply - see applicable Schedule of Fees.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you.) See applicable Schedule of Fees. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

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

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child. The custodian must transfer any funds remaining in the account to the minor or the minor's estate, as applicable, when the minor reaches the age of majority or at such other time or under the circumstances prescribed by Applicable Law. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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

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

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual).

Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history, at any time, by any necessary means, including requesting the preparation of a credit report by a credit reporting agency.

**LOST, DESTROYED, OR STOLEN OFFICIAL CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen official check. To assert the claim: (a) you must be the remitter or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the 90th day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

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

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

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

**TRANSACTIONS BY PHONE** - We have arranged for you to access your account using our automated telephone service known as Bank-by-Phone. You will need to call us at (847)952-3000 to activate this service. If you wish to permanently disable your ability to access Bank-by-Phone, please call us. For more information about your rights or liabilities regarding these types of transactions, please see our Electronic Funds Transfer Agreement Your Rights and Responsibilities Disclosure.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, citation to discover assets, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions. See applicable Schedule of Fees.

**PAYMENT OF ITEMS** - Transactions may not be processed in the order they occurred. The order in which they are processed by us may affect the total amount of overdraft fees you incur. Any item that exceeds your available balance is an insufficient funds item. We may pay or return any insufficient funds item at our discretion. Regardless of the action we take, you may be charged an overdraft fee or return item fee. If at the close of any business day the available balance in your account is negative, you may be charged a Continuous Daily Overdraft fee. See applicable Schedule of Fees.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require. Fees may apply - see applicable Schedule of Fees.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or

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

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then 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 also take precaution in safeguarding 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 (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

For business accounts you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or other commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered 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.

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

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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

**TELEPHONIC AND ELECTRONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, electronic mail or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS** - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

**CONSENT TO RECEIVE COMMUNICATIONS** - To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. You expressly authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

You must ensure that all contact information you provide is accurate and that you notify us promptly of any changes to ensure we have reasonable opportunity to act on your request for updates. If/when necessary, you may

change your physical address, mailing address (if different) telephone numbers and email addresses, by visiting one of our branches, by sending us a signed, written request, not via electronic mail, or by contacting Customer Service at (847)952-3700. Consumers may also request updates using our Online Banking Service.

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

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change your telephone numbers or email addresses at any time by visiting one of our branches, by sending us a signed, written request, not via electronic mail, or by contacting Customer Service at (847)952-3700. Customers may also request updates using our Online Banking Service.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

**NAME CHANGES** - You are responsible for notifying us promptly of any change in your legal name. Changes in name will require documentary evidence to support the change and execution of an updated account agreement. Informing us of your name change on a check reorder form is not sufficient.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons. We may file an action in interpleader with respect to any account where we have been notified of disputed claims to that account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal instruction, or to interplead any funds in the account. Any fees or expenses we incur in responding to any account dispute (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account.

**CHECKING ACCOUNT ORGANIZATION** - We have organized your checking account in a nontraditional way. Your checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings subaccount). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

**HEALTH SAVINGS ACCOUNTS (HSA)** - For your convenience, we permit you to take distributions from your HSA by check, debit card, or other electronic payment processing systems. This feature can raise a variety of tax concerns - for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to

the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

We reserve the right to assign your HSA without your prior consent, provided that such assignee is qualified under Internal Revenue Code (IRC) Section 223 to be an HSA custodian or trustee. Upon assignment, the assignee shall automatically become custodian of the HSA if it is qualified under the IRC, to serve as an HSA custodian or trustee. You acknowledge that such assignment may result in loss of FDIC coverage for any HSA balances for which such assignee becomes a custodian or trustee.

**CHILDREN'S ONLINE INFORMATION PRIVACY** - We do not knowingly collect, maintain, or use personal information from our website about children under age 13. If a child who we know to be under age 13 sends personal information to us online, we will discard that information.

#### **ADDITIONAL PROVISIONS**

**Legal Proceedings and Expenses** - We may restrict the use of your account if the account is involved in any legal proceeding or if we reasonably deem such action necessary to avoid a loss. All expenses incurred by us as a result of any legal proceeding affecting your account including, but not limited to, court costs and attorney fees, may be charged against your account or billed to you separately.

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**No Escrow Account** - Regardless of whether the account is established or titled as an escrow account, we will not be deemed to be either an escrowee or a party to any escrow agreement. Moreover, we will not be bound by or required to inquire into the terms of any escrow agreement or any other instrument or agreement between you and any other party.

**Electronic Communication** - To the extent permitted by law, any communication contemplated by this agreement may be delivered by electronic means if you have agreed to electronic notices.

**Rules Governing Your Account** - Notwithstanding any other provision herein, this agreement or any section of this agreement may be changed or terminated without notice to the extent necessary to comply with any law or regulation of any appropriate federal or state authority.

If a conflict exists between any provision of this agreement and any statements made by any employee of ours or our affiliates, this agreement and the applicable sections will control.

**Non-Waiver** - No failure by us to exercise any right will be taken as a waiver of that right or any other right, and we may still enforce all of our rights in the future.

**Our Liability** - You agree that we shall be relieved of any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices. **YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

#### **ARBITRATION**

You and we agree that any dispute arising under or relating in any way to your account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to, and shall be governed by, the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). You and we agree that the agreement affects interstate commerce such that the FAA and federal arbitration law apply to all disputes (despite any choice of law provision in the agreement).

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE ON A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

#### *What claims or disputes are subject to arbitration?*

Claims or disputes between you and us about your deposit account, transactions involving your deposit account, safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between you and us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputes are referred to in this agreement as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if that court has jurisdiction and the case proceeds on an individual basis.

#### *Can you cancel or opt out of this agreement to arbitrate?*

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of receipt of this agreement or opening your account. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy. If you want to opt out, you must notify us in writing by mailing a signed notification to us to: First American Bank P.O. Box 794, Attention: Legal Research Unit, Elk Grove Village, Illinois 60007. The written notification must include your name, address, account number(s), and a statement that you do not wish to resolve disputes with First American by arbitration. If you opt out of the arbitration provision, all other parts of this Agreement will continue to apply and your decision to opt out will have no adverse effect on the delivery of services to you by First American.

#### *What about class actions or representative actions?*

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

#### **YOU AND WE AGREE NOT TO:**

- 1) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
- 2) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
- 3) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- 4) SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

For purposes of arbitration, "you" includes any person who is listed on your account, and "we" or "us" includes First American Bank, all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. If we assign your account to an unaffiliated third party, then "we" includes that third party. The arbitration may not be consolidated with any other arbitration proceeding.

#### *How does arbitration work?*

The party filing a Claim in arbitration must contact JAMS, Inc. ("JAMS") as the arbitration administrator. Unless you and we agree otherwise, for claims where damages sought by the claimant are in excess of \$250,000, the arbitration will be conducted by a panel of three arbitrators. For all other claims, the arbitration will be conducted by a single arbitrator. JAMS will apply its rules applicable to the dispute ("Rules"), in effect at the time the arbitration claim is filed. The Rules are available at the JAMS website: <http://www.jamsadr.com/rules-clauses>. The arbitrator's authority is limited to the Claims between you and us and the arbitrator cannot award damages or other relief to anyone other than you or us. The arbitrator will not have the power to award punitive or exemplary damages. If there is a conflict between the Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control.

#### *Who will pay for costs?*

We will pay any costs that are required to be paid by us under the arbitration administrator's Rules. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay the costs of any in-person, telephonic, or desk hearings conducted by the arbitrator and arbitration administrator up to and through the first five days of hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator.

#### How do you file an arbitration claim?

Rules, forms and information on filing a Claim may be obtained at <http://www.jamsadr.com/rules-clauses>. The place of the arbitration will be Chicago, Illinois, except that, for consumers, the place of any in-person arbitration hearing will be in the consumer's hometown. The arbitrator may hold the hearing(s) in another location if agreed upon by the parties.

**Successors and Assignments** - This agreement shall be binding on your personal representative, executors, administrators, and successors. The benefits and responsibilities of this agreement shall also transfer to and be binding upon our successors and assigns.

**Authorization to Share Information** - You authorize us to share information about you and your account with affiliates and third parties, as permitted by applicable federal and state laws.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES** - You may authorize a third party to initiate electronic fund transfers 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 Automated Clearing House (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, a debit card we issued to you and/or may be communicated to you through other disclosures. Thus, 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:

- ◆ **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- ◆ **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- ◆ **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 on frequency and dollar amount of transfers may apply.** Contact Customer Service at (847)952-3000 for additional information.

**Bank By Phone** - You may access your accounts by telephone 24 hours a day at (847)952-3000 using your personal identification number, touch tone phone, and your account numbers, to:

- ◆ Get information about your accounts with us.
  - ◆ Transfer funds between your accounts with us.
- Debit Card - ATM and Payment Transactions** - You may access your account(s) at an ATM, point of sale, or other point of interaction with a provider of goods or services, or to otherwise make a payment using your debit card with or without the use of a personal identification number, to:
- ◆ Get information about your account(s).
  - ◆ Make deposits.
  - ◆ Get cash.
  - ◆ Transfer funds between accounts.
  - ◆ Pay for goods and services.

Some of these services may not be available at all terminals and limitations on frequency and dollar amount of transfers may apply. Contact Customer Service at (847)952-3000 for additional information.

**Online and Mobile Services** - You may access your account(s) with desktop or laptop computers using compatible web browser software, tablets and smart-phones using customized software applications developed for use with our service ("Apps"), or a web browser designed for use on portable devices using cellular or Wi-Fi services ("Mobile Devices").

Limits apply to the frequency and dollar amount of transfers, deposits and bill payments made through these services. These and other limitations are detailed in separate service agreements that you must review and accept when you register for each service. To access these services, you must be deemed eligible and registered as an authorized user.

**ADDITIONAL LIMITATIONS** - Additional limitations on the frequency or dollar amount of transfers may apply for example, when we suspect fraudulent activity associated with your account.

**CURRENCY CONVERSION AND INTERNATIONAL TRANSACTION FEES** - If you effect a transaction with your Mastercard® debit card or ATM card, including withdrawing cash from an ATM in a currency other than US Dollars, Mastercard or other intermediary network will convert the charge into a US Dollar amount. The currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard or other intermediary network, any of which may include a margin. The exchange rate used will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. First American Bank may charge a fee when you conduct a transaction in a foreign country. See applicable Schedule of Fees.

**ADVISORY AGAINST ILLEGAL USE** - You agree not to use your card(s) for illegal gambling or other 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.

#### FEES

1. We do not charge for direct deposits to any type of account.
2. We do not charge for preauthorized from any type of account.
3. Fees may apply to:
  - ◆ Certain ATM transactions.
  - ◆ Certain Bill Payment Transactions.

All applicable fees are detailed in your Truth in Savings Disclosure (for consumer accounts), product disclosure, if applicable (for business accounts) and the applicable Schedule of Fees.

**ATM Operator/Network Fees** - 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).

#### DOCUMENTATION

**Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (847)952-3700, (815)935-7055, or (815)729-8050 to find out whether or not the deposit has been made.

**Periodic statements** - We will make available to you a monthly statement for your checking, savings, and money market accounts. It will be delivered to you either electronically through the applicable online access service or by mail at the address of record.

#### PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

See applicable Schedule of Fees for the amount we will charge you for each stop-payment order you give.

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer** - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. You authorize a third party to use a debit card issued to you and you do not notify us in writing of your wish to revoke that authorization with sufficient time for us to reasonably prevent the processing of subsequent payments or withdrawals.
7. There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

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

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the separate Privacy Policy.

## UNAUTHORIZED TRANSFERS

**Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

### APPLIES TO CONSUMERS ONLY

#### CONSUMER LIABILITY

If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### ERROR RESOLUTION NOTICE

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

1. Tell us your name and account number (if any).
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 send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**Additional Limits on Liability for Mastercard debit card.** You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. You agree not to allow anyone else to use your debit card. If you do and you later choose to revoke that permission, you must notify us in writing immediately so we may have a reasonable time to prevent the processing of any additional transactions including payments and withdrawals. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this section. You should also call the number or write to the address listed in this section if you believe a transfer has been made using the information from your check without your permission.

FIRST AMERICAN BANK  
P.O. BOX 794  
ELK GROVE VILLAGE, IL 60009-0794

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (847)952-3700, (815)935-7055, or (815)729-8050

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## 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. The following suggestions may be helpful.

1. Prepare for 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 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.
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. You should consult the other disclosures you have received about electronic fund transfers 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 lighted. 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, you may want to cancel the transaction, pocket your card and leave. You might 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. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits, wire transfers, and cash will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

We only consider business days when determining the availability of your deposits. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 5:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 5:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.



If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

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

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

**SPECIAL RULES FOR NEW ACCOUNTS**

If you do not have a previous deposit relationship with us, you may be subject to a new account exception hold for the first 30 days after establishing a deposit account relationship. For new accounts, we may hold the entire balance of any deposits that you make into your account.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Any other checks deposited into a new account may not be available until after the sixth business day after the day of deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES**

ATMs we own and operate are identified as our ATMs.

Funds from any deposits (cash or checks) made at our ATMs will be available on the first business day after the day of deposit.

---



## **ADDENDUM TO THE RULES AND REGULATIONS GOVERNING FIRST AMERICAN BANK DEPOSIT ACCOUNTS**

Effective July 1, 2020, the “**YOUR ABILITY TO WITHDRAW FUNDS**” section of our Rules and Regulations Governing First American Bank Deposit Accounts is amended as follows:

- The subsection titled “Case-by-case delays” has been removed.
- The subsection titled “Safeguard exceptions” has been updated to remove “You deposit checks totaling more than \$5,000 on any one day.” as a circumstance for delayed availability.
- The subsection titled “SPECIAL RULES FOR NEW ACCOUNTS” has been updated as follows: (i) the subsection applies to Fresh Start accounts only, and (ii) all references to \$5,000 have been increased to \$5,525.

FACTS	What Does First American Bank Do With Your Personal Information?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number</li> <li>• Transaction history and transaction or loss history</li> <li>• Account transactions and wire transfer instructions</li> <li>• Credit history.</li> </ul>
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons First American Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First American share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – Information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes</b> – Information about your creditworthiness	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share

<b>Questions?</b>	Call (847) 952-3700 or go to <a href="http://www.firstambank.com">www.firstambank.com</a> .
-------------------	---

<b>What we do</b>	
<b>How does First American Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does First American Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Apply for financing</li> <li>• Enter into an investment advisory contract</li> <li>• Give us your contact information.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• First American Bank does not share with our affiliates.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• First American Bank does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include other financial institutions.</li> </ul>



## Schedule of Fees

Consumer Accounts

All fees are per transaction / occurrence, unless otherwise stated.

ACCOUNT SERVICES			
Stop Payment			
Via Customer Service		\$35.00	
Via Online Banking		\$30.00	
Chargeback (Return Deposit Item)		\$15.00	
Re-Deposit Chargeback		\$4.50	
Insufficient Funds - Return Item Fee		\$39.50	
Insufficient Funds - Overdraft Fee		\$39.50	
Continuous Daily Overdraft Fee <sup>1</sup> (Each day the account is overdrawn, beginning 3 days after the account is first overdrawn)		\$5.00/day	
Large Return Item Fee (>=\$2,500)	Return Item Fee +	\$25.00	
Account Closing Fee (closed within 6 months of opening)		\$50.00	
Dormant Account Fee <sup>2</sup>		\$10.00/month	
Excess Money Market or Savings Transaction <sup>3</sup>		\$10.00	
Audit Confirmation or Verification of Deposit (VOD)		\$20.00	
Research Fee (minimum charge \$62.50)		\$125.00/hour	
Research with Paper Copies	\$0.30/page + Research Fee		
Endorsement Stamp		\$25.95	
TRANSFERS			
Account Transfer (via Online Banking)		Free	
Sweep Transfer (Auto Funds Transfer)		\$10.00	
Telephone Transfer (Account Transfer via Customer Service)		\$10.00	
Incoming Wire Transfer		\$15.00	
Outgoing Domestic Wire Transfer		\$25.00	
Outgoing International Wire Transfer		\$40.00	
Outgoing Repetitive Wire Transfer		\$15.00	
CHECK AND STATEMENT SERVICES			
Monthly Statement – Electronic		Free	
Monthly Statement – Paper		\$3.95	
Check Images with Monthly Statement			
Front Only			Free
Front and Back			\$7.50 + Monthly Statement Fee
Copy of Canceled Check or Deposit Item			\$7.50
Copy of Monthly Statement			\$7.75
Purchase of Official Check			\$8.00
Purchase of Official Check in Foreign Currency			\$40.00 + Shipping Cost
DEBIT CARD TRANSACTIONS AND SERVICES			
ATM Account to Account Transfers			Free
ATM Deposit (First American Bank ATMs only)			Free
Withdrawals at First American Bank ATMs			Free
Withdrawals at Allpoint & Presto! ATMs			Free
Withdrawals at all other ATMs			\$3.00
ATM Balance Inquiry			\$2.00
Debit Card Replacement - Standard			\$10.00
Debit Card Replacement - Rush			\$25.00
International Transaction Fee			2.75%
LEGAL PROCESSING			
Citations, Garnishments, Levies and Other Court Orders			\$175.00
COLLECTION SERVICES			
Collection Item (Foreign Check or Draft)			\$45.00 + Processing Costs <sup>4</sup>
Canadian Item in CAD < \$5,000			\$5.00 + Processing Costs <sup>4</sup>
Canadian Item in USD < \$5,000			\$5.00
SAFE DEPOSIT BOX			
Key Duplication			\$30.00
Lost Keys; Drilling			\$167.50

<sup>1</sup>A Continuous Daily Overdraft Fee will also apply when any fee causes an account to drop below a zero balance.

<sup>2</sup>Accounts become dormant after an extended period of customer inactivity. Checking/Money Market accounts become dormant after 12 months. Savings accounts become dormant after 24 months.

<sup>3</sup>Applies to every withdrawal or transfer after six during a statement cycle made by preauthorized or automatic transfer, telephone order or instruction, computer transfer, or by check, draft, debit card or similar order.

<sup>4</sup>Processing Costs may include correspondent bank fees, collecting bank fees, communication fees, messenger fees and other related fees.