

# YOUR DEPOSIT ACCOUNT

TERMS AND CONDITIONS

ELECTRONIC TRANSFERS

FUNDS AVAILABILITY

TRUTH IN SAVINGS



## GENERAL TERMS AND CONDITIONS REGARDING ACCOUNTS

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This agreement ("this Agreement"), along with any other documents we give you pertaining to your Account(s), all as amended from time to time, constitute a contract that establishes rules that govern and control your Account(s) (as defined below) maintained with us and our provision of services to you. Please read this Agreement carefully. By signing a signature card, opening or using your Account, or otherwise using any service we provide to you, you agree to all provisions of this Agreement. You will receive a separate copy of the Bank's fee schedule, qualifying balances, and fees if they are not included in this document. If you have any questions, including but not limited to questions about the fees we charge, please contact us at (305) 347-8300.

This Agreement and each of your Accounts is subject to and governed by applicable U.S. federal laws and the laws of the State of Florida (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 Agreement is to:

- (1) summarize certain 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 as to which the law permits variation by agreement; and
- (4) provide you with disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable in accordance with its terms, all remaining provisions will continue in full force and effect. Except as permitted pursuant to the section below entitled "Amendments and Termination", any modification of this Agreement must be in writing either on the signature card for your Account or in another document.

As used in this Agreement, the words "we," "our," "ours," "us", and "Bank" mean Brickell Bank and the words "you", "your", "yours", and "Client" mean the Account holders and anyone else with the authority to deposit, withdraw, or exercise control over the funds in your Account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions hereof. Unless the context otherwise requires, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an Account, has a present right, subject to request, to payment from the Account other than as a beneficiary or agent. The term "your Account", "this Account" or the "Account" refers to any and all accounts you maintain with the Bank.

**OVERDRAFTS** - Each of you agrees to be jointly and severally (individually) liable for any Account shortfall resulting from charges or overdrafts, whether caused by you or another with access to this Account. This liability is due immediately, and can be deducted directly from the Account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item involved or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our attorneys' fees, to the extent permitted by law, whether incurred as a result

of collection or in any other dispute involving your Account including, but not limited to, disputes between you and another joint owner; between you and an authorized signer or similar party; or involving a third party claiming an interest in your Account.

**DEPOSITS AND WITHDRAWALS** - Initially we will give only provisional credit for items we accept for deposit, until the proceeds of such items become available to you as detailed below in our funds availability policy disclosure ("Your Ability to Withdraw Funds"). 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 through other depositories until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day on which we are open, or received on a day on which we are not open for business, as if received on the next business day that we are open.

We will not be liable for loss or destruction of items in the possession of other banks.

All items cashed for you or deposited in your Account (whether or not other items are paid against such deposit) will be handled by us as agent for you subject to charge-back or refund if for any reason final payment is not received, in cash or unconditional credit accepted by us, within the time periods prescribed by applicable law.

With respect to the collection of items, we assume no responsibilities beyond the exercise of ordinary care.

We may charge you interest on the amount of any charge-back or refund with respect to an item for which provisional credit was given, and you shall reimburse us for any costs and expenses of collection, including attorneys' fees.

We are under no obligation whatsoever to accept an item payable to a third party for deposit in your Account, even if indorsed to you. Items returned to us unpaid or dishonored or returned by us to you for any other reason will be furnished to you at your last address or email address shown on our records, unless your Account is subject to a hold mail arrangement, in which case we will hold such items for you pursuant to such arrangement. Each of you hereby waives protest for and notice of the dishonor and/or non-payment of any items deposited in your Account or collected by us.

We shall not be liable for any error, negligence, default, misconduct or insolvency on the part of any correspondent bank handling any items or proceeds thereof, nor shall we be liable for any items otherwise lost, destroyed or delayed in transit unless as a result of a failure by us to exercise ordinary care. You hereby authorize us to send any item directly to any bank or non-bank payer.

Checks drawn on banks outside the United States will ordinarily be sent for collection as non-cash items, provided that we, in our sole discretion, agree to attempt to collect such items. Your Account shall be credited for any such item only after we have received final payment of funds for such item. Charges may be deducted from the proceeds of any such items by the banks on which they are drawn. We shall have no obligation to take legal or other action to enforce the collection of any item.

You hereby guaranty the regularity of all endorsements and authenticity of all signatures on all checks and instruments deposited in your Account, presented to us for payment or otherwise presented to us by you or on your behalf; this guaranty shall survive the termination of any or every Account of yours with us. You hereby agree to indemnify us with respect to all amounts of any sort for which we may at any time become liable in connection with the matters covered by the above guaranty.

In our sole discretion, we may accept for deposit any item indorsed manually, by typewriter, by stamp or in any other manner, and such endorsement shall be treated as genuine in all respects. Any item payable to any of you may be deposited in and credited to your Account without endorsement. We are authorized, in our sole discretion, to indorse unendorsed items presented for deposit in your Account.

We are authorized, but not obligated, to honor any item drawn on your Account on which any or all signatures do not correspond exactly with the specimen signature(s) you have furnished to us. At our sole discretion, we

may pay or not pay items which are written in pencil, incomplete, stale, presented after the date for payment, illegible or not negotiable.

You shall maintain custody and control of all checks and checkbooks, in a safe and sound manner, so as to avoid theft, loss, destruction, forgery or alteration of any check. You shall immediately report to us in writing (by facsimile transmission, if feasible, or if not, by telephone) the alteration, forgery, theft, loss or destruction of any check or checkbook.

We are not obligated to pay a check drawn on your Account if presented more than six months after the date of such check; however, we may charge your Account for payments made by us on such checks in good faith.

We may accept deposits from third persons for credit to your Account unless otherwise expressly prohibited in writing which you and we have signed.

Except insofar as may otherwise be provided in this Agreement, and unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to the Account or to effect any other transaction with us. You agree that, as to any item on which we have no opportunity to examine the signatures, as in an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your Account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act thereon. We may refuse any withdrawals or transfer requests which you attempt on forms not approved by us, or by any method we do not specifically permit, or which are greater in number or frequency than is permitted, or which are for amounts greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of stated limitations (if any) as your closing of your Account. We will use the date a transaction is completed by us (as opposed to the date you initiated it) to apply any frequency limitations. The fact that we may honor withdrawal requests that overdraw the available Account balance does not obligate us to do so subsequently. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your Account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See our funds availability policy disclosure below for information as to when you can withdraw funds you deposit. In any instances in which our funds availability policy disclosure does not apply, you can ask us (when you make a deposit) when the proceeds thereof will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined in Regulation D of the Board of Governors of the Federal Reserve System. Withdrawals from a time deposit prior to maturity or prior to any established notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**FEES, CHARGES AND EXPENSES** - You agree, for yourself (and for the person or entity you represent if you sign as a representative of another), that any fees, charges, commissions, interest, costs, expenses, and other amounts owing to the Bank in connection with your Account and/or any service provided to you may, at any time or from time to time, be debited by the Bank from your Account (whether or not your Account is open at that time) or from any other assets or holdings maintained by you (or by any of you, if your Account is a joint Account) with the Bank or with any of our affiliates, even if that debit creates an overdraft in your Account. All of your

Accounts are subject to the service and maintenance fees and charges set forth in the Bank's fee schedule, as amended by the Bank from time to time. To the fullest extent allowed by applicable law, we may, at any time and in our sole discretion, and without prior notice to or consent from you, adopt and impose new fees and charges relating to your Account. To the extent that prior notice may be required under applicable law, you agree that any such requirement is satisfied by your receipt of notice of new fees and charges, or the availability of a notice to you pursuant to any hold mail arrangement, thirty (30) calendar days before those fees and charges become effective. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

*As indicated above, fees and charges may be regularly deducted from your Account and we are not liable to you if any check or other item is dishonored, or a payment order is refused, due to insufficient funds in your Account as a result of our debit of your Account for such fees and charges.*

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - The following rules apply to this Account depending on the form of ownership and beneficiary designation, if any, specified on the Account records. We make no representations as to the appropriateness or effect of such ownership and beneficiary designations, except as they determine to whom we pay the Account proceeds.

**SINGLE-PARTY ACCOUNT** - Such an Account is owned by one party.

**MULTIPLE-PARTY ACCOUNT** - Such an Account is payable on request to one or more or two or more parties, whether or not a right of survivorship is mentioned.

**MULTIPLE-PARTY ACCOUNT - TENANCY BY THE ENTIRETIES** - The parties to the Account are husband and wife and they hold the Account as tenants by the entireties.

#### **RIGHTS AT DEATH**

**SINGLE-PARTY ACCOUNT** - At the death of the owner of the Account, ownership passes as part of such party's estate.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - At the death of a party, ownership passes to the surviving party or parties.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - At the death of a party, the deceased party's ownership passes as part of the deceased party's estate.

**SINGLE-PARTY ACCOUNT WITH PAY-ON-DEATH DESIGNATION** - At the death of the owner of the Account, ownership passes to the designated pay-on-death beneficiary or beneficiaries, and the Account is not part of the deceased party's estate.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND PAY-ON-DEATH DESIGNATION** - At the death of the last surviving party, ownership passes to the designated pay-on-death beneficiary or beneficiaries, and the Account is not part of the last surviving party's estate.

#### **PROCEDURES UPON CLIENT'S DEATH; APPOINTMENT OF GUARDIAN; POD BENEFICIARIES; JOINT ACCOUNTS**

**CLIENT'S DEATH** - Upon the death of any Client, the Bank shall transfer ownership of the Account in accordance with the above rules, applicable Florida and U.S. federal law, and the following terms and conditions:

(1) Unless the Account is held jointly or Client has designated one or more pay-on-death ("POD") beneficiaries, the Account shall be transferred to the personal representative, executor, or administrator of the estate of the deceased Client (the "Executor"), provided that the Bank may require the Executor to present such documentation as the Bank may deem appropriate in its sole discretion, including, but not limited to, certified or authenticated death certificates, tax waivers and transfer certificates, documentary proof that the Executor is duly and legally appointed, and/or one or more legal opinions regarding the Executor's authority with respect to the Account.

(2) If Client has properly designated one or more POD beneficiaries, ownership of the Account shall be transferred to such beneficiary(ies) in accordance with the terms set forth below (in the section entitled "Pay-on-Death Accounts") and applicable law. If the Account is held jointly,

ownership of the Account and of all funds credited thereto shall pass in accordance with the terms set forth below (in the section entitled "Joint Accounts of Individuals") and applicable law.

(3) The ownership of the Account shall be transferred as provided herein within a reasonable period of time after (A) the Bank has received adequate legal notice of the death of the deceased Client and any additional documentation (including, without limitation, any tax waiver, federal transfer certificate, or affidavit or declaration in lieu of a federal transfer certificate) which the Bank may deem appropriate in its sole discretion, (B) all fees and charges owing to the Bank in connection with the Account are paid, (C) all of such Client's other obligations to the Bank have been satisfied in full, and (D) the Bank is assured, in its sole judgment, that there exists (i) no prior or conflicting claim against the Account, against such Client, or against such Client's estate, and (ii) no legal impediment to, and no risk to the Bank from effecting, such transfer.

(4) Client understands that there could be estate tax liability in the United States if the Client has assets subject to such tax on the date of death of the Client. The Bank, in its sole discretion, may deduct any amount up to the full amount required to satisfy any such potential tax liability from the balance in the Account and/or may collect any such amount from the Client in any other manner.

(5) If any Client has pledged the Account to the Bank as security for one or more extensions of credit, then, notwithstanding anything in this Agreement to the contrary, any transfer of any funds in the Account to any surviving Client, to any POD beneficiary, or to any Executor or guardian of any Client or of any POD beneficiary shall be suspended until payment is made in full to the Bank. If so requested by the Bank, the funds in the Account shall be withdrawn to pay the obligations of Client to the Bank in full, and the remainder, if any, of such funds shall remain in the Account (or, if applicable, be transferred) under the provisions hereof.

(6) Each Client hereby expressly releases the Bank and agrees (jointly and severally, if there are two or more Clients) to indemnify, defend (upon the Bank's request), reimburse, and hold the Bank harmless from and with respect to, and agrees that the Bank shall not have any loss on account of or liability for, and that the Bank may debit the Account in the aggregate amount of, any and all claims (including, without limitation, any attorneys' fees) arising or incurred by reason of or in connection with the Bank's transfer of the Account as provided herein, the Bank's determination of the manner in which the Account and/or the assets therein are to be transferred, and/or the Bank's determination of the manner in which to address any potential federal estate tax liability and any claims to or against the Account, against a deceased Client's estate, or against such Client.

(7) For the avoidance of any doubt, paragraphs (3) through (6) above shall apply to all Accounts of any types whatsoever.

**APPOINTMENT OF GUARDIAN** - In the event that a personal representative, committee, conservator, guardian or the like (any of the foregoing being a "Guardian") for a Client shall be appointed by any court of competent jurisdiction during a Client's lifetime, then the Bank shall be entitled to follow instructions from such Guardian to the same extent as it may follow instructions from the Client, or the Bank may take such other action (or refuse to take any action) as it deems appropriate in good faith, acting upon the advice of its counsel. The Bank may require such Guardian to present such documentation as the Bank may deem appropriate in its sole discretion, including but not limited to documentary proof that the Guardian was duly and legally appointed and/or one or more legal opinions regarding the Guardian's authority with respect to the Account.

#### **PAY-ON-DEATH ACCOUNTS**

(1) If you comprise one or more individuals and your Account is titled in your name "in trust for" (or "ITF", "POD" or "pay-on-death") one or more designated beneficiaries (or your Account is titled or otherwise opened in substantially the same manner), then your Account shall constitute a "pay-on-death" account for purposes of Chapter 655, Florida Statutes (a "Beneficiary Account").



(2) With regard to your Beneficiary Account, as long as you are alive (or, if you comprise more than one individual, as long as any one of you is alive), all funds and/or other assets in such Account shall be held solely in your control and solely for your use, and shall be paid, transferred or otherwise disposed of solely in accordance with your instructions. Upon your death (or, if you comprise more than one individual, upon the death of the last of you to die), the ownership of all funds and any other assets credited to such Beneficiary Account shall pass to the individual or individuals who is/are designated as the beneficiary(ies) of such Account (the "Beneficiary" or "Beneficiaries") and who remains or remain alive; no such funds or other assets shall constitute a part of your estate (nor, if you comprise more than one individual, a part of the estate of any of you). If more than one Beneficiary outlives you (or, if you are more than one, outlives the last of you to die), then each of such surviving Beneficiaries shall own an equal share of any funds, and of any other asset, then credited to the Beneficiary Account; such surviving Beneficiaries shall own such funds and any other assets as tenants in common, without any right of survivorship.

(3) If every Beneficiary dies before you (or, if you comprise more than one individual, before the last of you to die), then your Account shall immediately and automatically cease to constitute a Beneficiary Account.

(4) When, pursuant to the foregoing terms, the Bank is required to distribute funds and/or other assets from your Beneficiary Account to multiple Beneficiaries, the Bank, without incurring any resulting responsibility to any other Beneficiary, may pay any Beneficiary his or her rightful share of such funds and/or other assets.

(5) If any Beneficiary remains alive after your death (or, if you comprise more than one individual, after the death of the last of you to die) but such Beneficiary dies before payment or distribution is made from your Account, his payment or distribution may be made to whomever the Bank reasonably believes to be the executor, personal representative, administrator or similar representative of such Beneficiary's estate. Any payment or distribution to be made to a Beneficiary not yet eighteen (18) years of age may: (A) if such payment or distribution does not exceed US\$15,000 in value, be made to whomever the Bank reasonably believes to be the natural parent of such Beneficiary having custody of him or her; or (B) if such payment or distribution exceeds US\$15,000 in value, be made to whomever the Bank reasonably believes to be such Beneficiary's Guardian duly appointed by a court of competent jurisdiction.

(6) You (or, if you comprise more than one individual, all of you) may at any time change or revoke your designation of any Beneficiary or Beneficiaries. Notwithstanding any other provisions in this Agreement or in any other document relating to your Beneficiary Account, if the Bank becomes aware of a conflict or dispute relating to your Beneficiary Account or receives inconsistent instructions relating to that Account, then the Bank may, in its sole discretion, require the consent of any or every Beneficiary and/or holder of the Account (and/or any or every other person asserting any claim or interest in or to the Account), before permitting the disposition of any funds or other assets held in the Account.

(7) Since your opening and maintenance of a Beneficiary Account will affect the disposition of your property at death, you should first consult with legal counsel or other estate planning professionals regarding related tax and estate planning objectives and should at all times remember that the Bank is not furnishing you with any advice, under applicable tax, inheritance and probate laws and procedures, regarding the effect of opening and maintaining a Beneficiary Account.

#### **JOINT ACCOUNTS OF INDIVIDUALS**

(1) A deposit or other property in the names of more than one of you shall be held jointly and, absent an express written agreement to the contrary, shall be payable or deliverable to any one or more of you.

(2) Each holder of a joint Account (each an "Accountholder" and collectively the "Accountholders") hereby authorizes and empowers any other such Accountholder to make deposits therein in their joint name, and to endorse property of any or all of them for deposit; and any such deposit, and any additions thereto, shall become the property of each and all of the

Accountholders as joint tenants (and not as tenants in common), and we may release the entire balance in the Account to any Accountholder during the lifetime(s) of any of the Accountholders.

(3) Furthermore, we may honor checks or orders drawn by, or withdrawal requests (regarding the transfer, withdrawal or other disposition of any or all funds and other assets held in your joint Account) or other instructions from, any holder of your joint Account during the lifetime(s) of any of the holders of the Account, without the signature or consent of any other Accountholder, and we may honor checks or orders drawn by, or withdrawal requests or other instructions from, any one of the surviving Accountholders after the death of any holder of the Account. You acknowledge that you intend that, upon the death of any one of you, any balance in the Account and any other assets credited to the Account shall belong to the survivor(s), subject to the rights of the Bank as set forth above in this Agreement. If two or more of you survive, you shall own the Account balance and any other assets in the Account as joint tenants with the right of survivorship.

(4) Each of you acknowledges and agrees that we have no duty to inquire as to the purpose or priority of any instruction received from any one or more of you. Each of you hereby expressly releases us from, agrees jointly and severally to indemnify, reimburse and hold us harmless from, and agrees that we shall not have any loss on account of or liability for, any and all claims arising by reason of our following any instructions received from any one or more of you.

(5) With our prior written consent, and subject to our setoff rights, our security interest and our related rights under this Agreement, the Account may be pledged or collaterally assigned (as may any property in the Account), whether to secure indebtedness of the signatory or signatories, of any or all of the holders of the Account, or of third persons, and any such pledge or collateral assignment may be executed by any Accountholder, although the Bank, in its sole discretion, may instead require the signatures of more than one, or of all, of the Accountholders. In addition, (A) any one or more of the holders of the Account may at any time obtain information regarding the Account (and we may impose our standard charges for furnishing the same), (B) any and all holders of the Account shall be jointly and severally liable for the full amount of any overdraft in the Account and any other amount owing to the Bank in connection with the Account, including any indemnity provided in this Agreement, and (C) we may require the signatures of all holders of the Account in order to pay any item or take any other action with respect to the Account, if we have received conflicting demands or instructions from any two or more of you, or have received an instruction signed by fewer than all of you seeking to change the manner in which the Account is held, or if we for any other reason have concluded it is prudent, in view of the circumstances, to require all of your signatures. Any disposition of funds or other assets in the Account after the death of one or more of the holders of the Account shall be made by us in the manner set out in this Agreement (and/or in any related agreement with you) without reference to the source, ownership or application of any funds or other assets deposited into the Account, and such disposition shall be valid and shall discharge us from all liability.

(6) We may be required by service of legal process to remit to a third person any funds or other assets held in your joint Account in order to satisfy a judgment entered against, or other valid debt incurred by, any holder of the Account. If any of the Accountholders becomes liable to us in connection with any Account transaction, each Accountholder shall be responsible to us for the full amount of such liability.

(7) Unless we have received written notification signed by any Accountholder instructing us not to pay or deliver any or all funds or other assets in the joint Account and such notification complies with the requirements of this Agreement, we shall not be liable to any Accountholder for continuing to honor checks or other orders drawn by, or withdrawal requests or other instructions from, any Accountholder. After the receipt of such contrary written instructions, we may require the written authorization of any or all of the Accountholders for any further payments, transfers, withdrawals or other transactions involving the Account.

(8) If the Account is held by you as tenants by the entirety, you hereby agree that all of the provisions in paragraphs (1) through (7) above shall nonetheless apply.

**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 policies. 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 such authorization until we actually receive written notice of a change from the governing body of such entity.

**STOP-PAYMENT ORDERS** - 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 (as defined below in this section). To be effective, your stop payment order must precisely identify the number, date and amount of the item, the account number of the Account on which the item is drawn, and the name of the payee. Such stop-payment order will be effective for a period of six months; however, a renewal thereof may be requested by you in writing prior to the expiration of such six-month period.

You may stop payment on any item drawn on your Account whether you signed the item or not, if you have an equal or greater right to withdraw from this Account than the person who signed the item. A release of a stop-payment order may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we received the item in question. 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).

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

**AMENDMENTS AND TERMINATION** - We may change, supplement or add to any term of this Agreement. Rules governing changes in interest rates are provided separately. With regard to other changes or additions to this Agreement, we will give you reasonable notice in writing or by any other method permitted by law. Either you, in your sole discretion, or we, in our sole discretion, may close your Account at any time, for any reason or without cause. If checks are presented for payment after your Account has been closed, we may return them unpaid. Except as may be otherwise specified herein, a notice of Account closure provided to you by us shall be effective fifteen (15) days after the date thereof. Thereafter, we shall have no liability whatsoever to any of you or to any third persons for returning any items unpaid, refusing to accept deposits, refusing to collect items, and otherwise refusing to transact any business relating to the Account. Upon or within a reasonable period after closing your Account, we may, at your risk, mail to you (at your last address as shown in our records) a check for the balance, if any, of the Account and/or may otherwise effect the transfer (subject to the other provisions of this Agreement) of the Account balance to you or to your Executor or Guardian or similar representative. All indemnities provided in this Agreement shall survive termination of this Agreement, closure of the Account, and your death or incapacity. Notice from us to any one of you shall constitute notice to all of you.

**ACCOUNT STATEMENTS - YOUR DUTY TO REPORT UNAUTHORIZED SIGNATURES, ALTERATIONS AND FORGERIES** - You must examine your statements of account with "reasonable promptness." If you discover (or reasonably should have discovered) items with any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. If you fail to fully satisfy both of these duties, you will have to either share any related loss with us, or bear the loss entirely yourself (depending on

whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from the date on which the statement is first sent or otherwise made available to you.

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

**YOUR DUTY TO REPORT OTHER ERRORS** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error, such as an encoding error. With regard to items with such other errors, you agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days after the date on which we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement, and as between you and us any loss will be entirely yours.

**ERRORS RELATING TO ELECTRONIC FUND TRANSFERS OR SUBSTITUTE CHECKS** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions), please refer to the "Electronic Fund Transfers" disclosures below and to the sections therein on consumer liability and error resolution. For information on errors relating to a substitute check you have received, please refer to our disclosure entitled "Substitute Checks and Your Rights."

**NO TRANSFER OF ACCOUNT BY CLIENT** - This Account may not be transferred or assigned by you without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an Account which should have been returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from such 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** - If this option is selected, this is a temporary Account agreement. Each person who signs to open such Account or has authority to make withdrawals therefrom (except as indicated to the contrary in writing) may transact business on such Account. However, we may at any time restrict or prohibit further use of such Account if you fail to comply fully with any requirements we have imposed (including but not limited to furnishing us any additional documentation or information we have required) within a reasonable time.

**SETOFF; SECURITY INTEREST** - We may (without prior notice) set off the funds in this Account against any debt due and payable to us at any time, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw funds from the Account. If the debt arises from a promissory note, "any debt due and payable" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date of which we properly accelerate under the terms of the note.

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: (1) It is an Individual Retirement Account or similar tax-deferred account, or (2) 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 (3) the debtor's right of withdrawal arises only in a representative

capacity. We shall not be liable for the dishonor of any check if such dishonor occurs because we set off a debt against this Account. You agree to hold us to be without liability regarding any claim arising as a result of our exercise of our right of setoff hereunder.

In addition, in consideration of any extensions of credit, temporary overdrafts and other financial accommodations at any time or times granted by us (or by any of our affiliates) to you or to any one or more of you, and as security for the payment of all obligations and liabilities (whether direct or indirect, several or joint, matured or unmatured, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, damages, indemnities, attorneys' fees, other expenses or any other amounts whatsoever) which are now or hereafter owing to us or to any of our affiliates by you or by any of you (with or without other obligors) (all of such obligations and liabilities being the "Indebtedness"), you hereby assign, transfer and pledge to us all of the following, whether now or hereafter existing (the "Collateral"): (1) all accounts, deposits (whether general or special), interest thereon and other funds maintained by you or by any of you with us or with any of our affiliates (and any obligations of any other types owing to you or to any of you by us or by any of our affiliates), (2) all other assets (including, without limitation, any notes, instruments, bonds, securities and other investments, and any accounts to which such investments are credited) held by or with us (or by or with any affiliates of ours, or any custodians for us or for any of our affiliates), directly or indirectly, in your name, on your behalf or for your account (or in the name(s) of, on behalf of or for the account of any one or more of you), and (3) any proceeds of any Collateral. If the Account is held by you as tenants by the entireties, you hereby acknowledge that the above assignment, transfer and pledge shall nonetheless apply.

You agree that, upon any default on your part in the payment when due of any Indebtedness, we and our affiliates are authorized to set off and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness (deducting from such proceeds all costs and expenses of every kind, including attorneys' fees, incurred by us or by any of our affiliates in connection with the collection upon and/or sale or other disposition of such Collateral), pursuant to Article 9 of the Uniform Commercial Code, at any time or times, and to such extent and in such order, as we or any of our affiliates may elect. The foregoing pledge and assignment shall be and remain irrevocable until such time as all Indebtedness is paid in full and we and our affiliates are satisfied that no further Indebtedness may thereafter arise.

In its sole discretion, any affiliate of the Bank or the Bank itself (each of the foregoing being a "Secured Party") may at any time or times take or retain possession of any instruments or certificates representing or evidencing any Collateral. Upon any default on your part in the payment of any Indebtedness, any Secured Party may in its sole discretion "block," "freeze" or otherwise retain any and all accounts, deposits, funds and other assets constituting Collateral, and thereafter any Collateral capable of being renewed or re-deposited shall automatically be renewed and re-deposited continually. While the pledge hereunder remains in effect, any substituted or additional assets (and any instruments or documents evidencing such assets) which are issued or otherwise arise in respect of any Collateral shall constitute additional Collateral hereunder. The Bank is authorized to notify any other Secured Party of the pledge hereunder and to direct that such pledge be recorded on the books of, and accepted and agreed to by, such other Secured Party and that such other Secured Party agree to afford the Bank "control," for purposes of Article 9 of the Uniform Commercial Code, over any and all Collateral susceptible of such control. You authorize each Secured Party to file any financing statements, continuation statements and other documents which may evidence any security interest arising hereunder, and to do so without your signature and in any jurisdictions, and to debit any Account and/or any other accounts constituting Collateral for (and to increase the Indebtedness secured hereunder in the amount of) all costs of such filings and all other costs (including attorneys' fees) of any setoff, sale or other disposition of or

realization upon any Collateral. No Secured Party shall be liable for the dishonor of any checks or other items due to insufficient funds in any Account, or in any other accounts constituting Collateral, which dishonor results from any setoff or other application of, or any blocking of, any funds pursuant to this section.

**CONVENIENCE ACCOUNT AGENT (SINGLE-PARTY ACCOUNTS ONLY)** - A convenience account, as defined by Florida law, means a deposit account (other than a certificate of deposit), in the name of one individual, in which one or more other individuals have been designated as agent(s) with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. Any such agent is to conduct transactions regarding such an account on the owner's behalf. Only the owner may designate, substitute or remove an agent. We undertake no obligation to monitor such transactions involving any Account of yours to determine that they are conducted on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than US\$1,000.00."

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if each item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. 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 the time we return the item or send a notice in lieu of return. We need make only one such determination, but if we choose to make a subsequent determination, the Account balance at such subsequent time will determine whether there are insufficient available funds.

**CHECK CASHING** - We may charge a fee when anyone who does not have an account with us cashes 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.

**ACH AND WIRE TRANSFERS** - This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of Florida and, if you have signed our Funds Transfer Security Procedure Election, is also subject thereto and to our Terms and Conditions Regarding Funds Transfers and Security Procedure. You also 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. 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. In some instances, in order to comply with OFAC regulations requiring additional verification regarding international ACH transactions, such international ACH transactions may be subject to a temporary delay or suspension to allow for such additional verification.

**TRANSACTION AND ACCOUNT HOLDS TO FACILITATE REGULATORY COMPLIANCE** - To the fullest extent permitted by law, the Bank reserves the right to delay, suspend, place in a "hold" status, and/or "freeze", any transaction or Account if the Bank determines in the Bank's exclusive discretion that it is appropriate to do so to facilitate the legal and regulatory compliance of the Bank, including but not limited to Bank



Secrecy Act and OFAC (Office of Foreign Assets Control) compliance. Although any transaction or Account may be subject to a delay, suspension, hold, or freeze as permitted by law, examples of transactions that might typically be expected to involve additional due diligence by the Bank and, therefore, to be subject to a suspension, hold or freeze, include funds transfers to or from a non-U.S. counterparty, international ACH transactions, checks drawn on or payable at or through an overseas financial institution or payable in a foreign currency, and/or transactions where the Bank receives notice of a pre-judgment or post-judgment court order, or governmental levy, or lien, or other notice of a third party's claim to funds in an Account. The Bank will use commercially reasonable efforts to conduct additional due diligence relating to such transactions with appropriate dispatch, but does not guarantee the duration of any delay, suspension, hold or freeze, any of which may be of indefinite duration; and the Bank disclaims any and all responsibility and associated liability for losses or damages that may occur as a consequence of such delays, suspensions, holds or freezes.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Board 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.

**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 purporting 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. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

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 will still owe us the remaining balance. In this connection, please request and review our "Remote Deposit Service Agreement and Application."

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

**CHANGE IN PERSONAL OR CORPORATE DATA** - You must notify us of any change in your address, in your citizenship or residency status, in the identity of any signatory on any Account, or in any other information relating

to any Account. Notification must be made in writing and promptly, and in any event no later than twenty four (24) hours following any such change. Such changes will only take effect against and bind the Bank after it has verified the information in accordance with its internal procedures and confirmed to you that it acknowledges and accepts the notified change. The Bank shall have no responsibility for any losses or delays resulting from your failure so to notify us of any such change.

**WAIVER** - No waiver of any provision hereof shall be deemed to be made by us unless given in writing and signed on our behalf; and unless otherwise expressly stated therein, each such waiver shall apply only in the single instance which gave rise to such waiver.

**INDEMNITY AND EXCULPATION; EXPENSES; ATTORNEYS' FEES; DISPUTES; DISABILITY OF INDIVIDUALS** - We may refuse to follow any instruction that we believe exposes us to potential liability under the law, or we may require you to indemnify us against any claims if we follow such instruction. You hereby agree to pay, and to hold us harmless and indemnify us from and against (and agree to our deducting from any balance credited to your Account), all expenses, including attorneys' fees (as defined below in this paragraph), incurred or paid by us (or which we in good faith believe may be incurred or paid by us) with respect to any of your Accounts, whether in connection with (1) any garnishment, attachment, subpoena, summons, seizure order, injunction or other legal process, (2) any dispute regarding ownership of (or regarding any interest in) your Account, (3) the death of any of you, or (4) any other matter relating to the Account, including but not limited to any suit, arbitration or other legal or administrative proceeding relating to any Account which the Bank, in its sole discretion, elects to institute or defend (on behalf of Client or Client's successors or assigns, or otherwise); however, the Bank shall have no obligation whatsoever to Client to institute or defend any such proceeding. As used throughout this Agreement, "attorneys' fees" refers to all attorneys', paralegals' and expert witnesses' fees and expenses, whether or not any suit, arbitration or other proceeding is brought (and, if suit is brought, whether incurred at trial or at any appellate level), including, without limitation, attorneys' fees and expenses incurred in connection with collection efforts.

In the event that we are served with any legal process relating to your Account, or are presented with any dispute relating to your Account, we may follow (and may rely absolutely upon) the advice of our legal counsel, and we shall have no responsibility or liability for following such advice, even if such advice proves to have been incorrect; actions which we may take in accordance with the advice of legal counsel include, but are not limited to, "blocking," "freezing" or impounding any funds or other assets in your Account, placing such funds and other assets in a suspense account, or interpleading such funds or other assets.

The rights, privileges and authority of the Bank with respect to the Account shall not be affected by the disability or incompetence of any individual or individuals holding the Account.

The Bank and its directors, officers, employees, agents and affiliates (each, including the Bank, being an "Indemnified Party") shall at all times be held without liability and indemnified by you from and against any and all claims, actions, demands, liabilities, losses, costs, damages, taxes, fees and expenses (including attorneys' fees and including any expenses of enforcing this indemnity) which may be imposed upon, incurred or suffered by, or asserted against, such Indemnified Party in connection with any acts, omissions or circumstances arising out of or relating to this Agreement or your Account (all of the foregoing being "Claims"), and you hereby waive and release any Claims which you may at any time have against such Indemnified Party as a result of any such acts, omissions or circumstances, other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of such Indemnified Party.

**LIMITED LIABILITY OF BANK** - The Bank shall not be liable for, and is released by Client from any liability for, any special, consequential, or punitive damages, even if the Bank is advised in advance of the possibility of such damages. The Bank shall have no liability for any loss, expense (including attorneys' fees) or damages resulting from our inability to

complete any transaction or effect any instruction issued by you or to return any funds to the sender thereof (or resulting from any failure, omission, delay, interruption or error in any other transaction or service relating to your Account), if due to acts of God, including hurricanes, fires, floods or other catastrophes, due to actions of any governmental authority, including asset freezes, exchange controls, nationalization, expropriation or any law, decree, regulation or moratorium, due to malfunctions of equipment (including computers and related software), due to telecommunications or electrical malfunctions or failures, due to acts of declared or undeclared war, civil insurrections, riots, strikes, lock-outs, boycotts or blockades, or due to any similar or other circumstances beyond our control. The Bank shall not be liable for, and is released by Client from any liability for, any errors of fact or judgment so long as the Bank acts in good faith. The Bank shall not be liable for, and is released by Client from any liability for, any tax consequences occasioned by the Bank's taking or refusing to take any action with respect to the Account.

**COMMUNICATIONS TO BANK** - Except for instructions accepted by the Bank, notices and other communications by Client to the Bank shall be effective only upon receipt in writing at the Bank's address in Miami, Florida and the passage of sufficient time to permit the Bank to act upon any such communication. The Bank shall at all times have the right, in its sole discretion, to refuse to accept any instructions that it deems to be unsuitable or unacceptable for any reason whatsoever. Client agrees to comply with any procedures the Bank may establish regarding the giving of instructions, including but not limited to procedures for all Bank customers. In any event, instructions shall be deemed given to the Bank only if satisfying all of the Bank's procedures and requirements. All instructions shall be irrevocable once given unless the Bank shall agree otherwise in any specific instance.

Since the time available for the Bank to consider your requests may be relatively short, Client acknowledges and understands that (1) if, after receiving and considering a request, the Bank determines in its sole judgment that it cannot for any reason comply with or fulfill such request, in whole or in part, the Bank may, in its sole discretion, comply with or fulfill the request in part only or not at all, and (2) if the request is unclear or additional details or information are required in order for the Bank to comply with or fulfill it, in whole or in part, the Bank may, in its sole discretion, comply with or fulfill the request in part only or not at all, delay in complying with or fulfilling it in whole or in part until additional details or information are received, or take any other action in accordance with the Bank's understanding of the request. Notwithstanding any oral acceptance by the Bank or any of its agents of any request, it may, for any reason (including without limitation commercial or policy considerations or changes therein or any other circumstances), reject such request, in whole or in part, whereupon the Bank shall be entitled, in its sole discretion, to comply with or fulfill such request in part only or not at all. Client's failure to perform any obligation to the Bank under this Agreement shall not be excused by the Bank's not complying with instructions of Client or complying with such instructions only in part.

**ACCEPTANCE OF AND RELIANCE ON INSTRUCTIONS** - We are under no obligation to accept any instruction, and by accepting any instruction in any instance, we are under no obligation to accept any subsequent instruction. Except with regard to funds transfers governed by Article 4A of the Uniform Commercial Code: (1) we are under no obligation to verify any instruction, and we may act upon any instruction we believe to be given by one authorized to give it, whether or not such instruction is actually given by that person and whether or not it is actually authorized; (2) you are fully aware of and accept all risks relating to our execution of any such instructions, including, without limitation, those risks arising from errors in transmission or comprehension or from fraudulent or forged instructions given by persons without the requisite authority to do so, whether acting or purporting to act in your name, as employees or agents, under powers of attorney or otherwise, as well as those risks resulting from the fact that neither party has control over the performance, reliability, availability or security of communications by electronic mail or facsimile transmission;

and (3) consequently, we shall have no liability to you for any losses, damages, costs, expenses (including any attorneys' fees), harm or inconvenience resulting from any such error in transmission or comprehension, from any such fraud or forgery, or from the loss, delay, disclosure, interception, corruption or alteration of any such instruction or of any reply or response which we may make, by telephone, SWIFT, electronic mail or facsimile transmission, to any such instruction.

**LIMITATION OF LIABILITY AS TO INSTRUCTIONS; INDEMNITY; EXPENSES** - Except in the event of gross negligence, willful misconduct or bad faith, or as otherwise expressly provided in this Agreement or required by law: (1) neither the Bank nor any of our officers, employees or agents shall be liable for any damages of any type relating to any action which is taken or omitted by us in connection with any instructions, even if such action or inaction arises from misunderstanding, incorrect transmission or multiple transmission of instructions, from our receipt of forged or fraudulent instructions, or from improper identification of the persons giving such instructions; and (2) without limiting the generality of any other indemnities in this Agreement, you irrevocably and unconditionally agree to indemnify us and all our directors, officers, employees and agents, and to hold them and us harmless, from and against (A) all actions, suits, claims (whether groundless or otherwise), losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from our performing any of our obligations under or complying with any such instructions, and (B) any and all additional damages, costs, expenses (including attorneys' fees), losses, fines, penalties and liabilities relating to any such actions, suits and claims, or relating, in any other respects, to any such instructions.

**WAIVER OF SOVEREIGN IMMUNITY** - To the extent that you have, or hereafter may acquire, any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations relating to any of your Accounts.

**AMBIGUITY** - No ambiguity in any provisions of this Agreement shall be construed against the Bank by reason of the fact that the Bank or its legal counsel drafted such provisions.

**JURY WAIVER; JURISDICTION** - YOU IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVE, AND WE IRREVOCABLY WAIVE, ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION RELATING TO YOUR ACCOUNT, TO THIS AGREEMENT OR ANY RELATED DOCUMENT, OR TO ANY RELATED STATEMENTS, ACTIONS OR COURSE OF DEALING. YOU CERTIFY THAT NEITHER WE NOR ANY REPRESENTATIVE OF OURS HAVE REPRESENTED (EXPRESSLY OR IMPLIEDLY) THAT THE FOREGOING WAIVER OF JURY TRIAL MIGHT NOT OR WOULD NOT BE ENFORCED IN THE EVENT OF SUCH LITIGATION, AND YOU ACKNOWLEDGE THAT WE ARE RELYING UPON THIS JURY WAIVER IN ENTERING INTO THIS AGREEMENT.

The provisions of this Agreement shall be binding upon your several heirs, next of kin, successors, assigns and legal representatives. Each of you hereby irrevocably submits to the jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida, with respect to any suit or proceeding arising under this Agreement or otherwise relating to any Account, and each of you hereby irrevocably agrees that any such court shall have jurisdiction over any such suit or proceeding, and hereby irrevocably waives the defense of an inconvenient forum against the maintenance of any such suit or proceeding in any such court. In any such suit or proceeding, service of any legal process may be made upon you by mailing such process to, or delivering such process at, your last address as shown on our records; however, nothing herein shall limit our right to effect service of process upon you in any other manner permitted by law including, but not limited to, mailing or delivery to CT Corporation System, at 1200 S. Pine Island Road, Plantation, Florida 33324, which each of you hereby irrevocably appoints as your agent and hereby irrevocably directs to accept such service of process on your behalf. You hereby irrevocably agree that a final judgment in connection with any suit or proceeding



provided for herein shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any other manner.

**TRANSFER OF ACCOUNT BY BANK** - Your Account may be transferred by us to another commercial bank unless, within thirty (30) days after we furnish you written notice of the proposed transfer of your Account, we receive your written objection to such transfer.

**ABANDONED ACCOUNTS** - Florida law requires us to send to the State of Florida, as abandoned property, any funds on deposit, including any interest thereon, in any Account where there has been no activity (neither any deposits, nor any withdrawals or transfers or similar activity), nor any written communication from any of you, for a period of time specified by statute (generally, five (5) years with respect to cash deposits). You can prevent such turnover of any of your deposits to the State of Florida by making a deposit, withdrawal or transfer involving your Account, or by notifying us in writing that you are aware of the existence of your Account, within such time period. After any such turnover, the State of Florida may hold any funds turned over to it in trust for the benefit of rightful claimants, and any such claims must be made directly to the State. Expenses incurred by us in remitting any such funds to the State will be charged to your Account.

**DISCLOSURE OF INFORMATION BY THIRD PARTIES** - You hereby acknowledge and agree that when personal information about you and/or your Account is duly disclosed to a third party pursuant to applicable law, pursuant to the privacy notice furnished to you separately by the Bank and/or pursuant to the terms of this Agreement (including the section on "Confidentiality" in the disclosure below regarding "Electronic Fund Transfers"), such information may be required to be released or disclosed by such third party in accordance with the laws of the jurisdiction where he, she or it is located or in which it operates, and you hereby indemnify the Bank and any such third party (including any officers, directors, employees, agents, and representatives of such third party) from and against, and release and hold the Bank and all such parties harmless from, any liability any of them may have relating in any way to such release or disclosure and, in such connection, hereby expressly acknowledge that the protection of the secrecy, privacy and/or confidentiality laws of the Bank's jurisdiction may not be applicable in such other jurisdiction. For more information please refer to the Bank's Privacy Disclosure.

**CLIENT'S REPRESENTATIONS AND WARRANTIES** - The Bank may rely on the information set forth below until written notice of any change is received by the Bank. The Client agrees to notify the Bank within thirty (30) days of any such change. The Client represents and warrants, jointly and severally, to the Bank that:

(1) Client has full right, power, and authority, and if a natural person (or natural persons), Client (and each of them) is of legal age and possesses the necessary legal capacity, to execute, deliver, and perform this Agreement. This Agreement constitutes Client's valid and binding contract, enforceable against Client (and each of them) in accordance with its terms.

(2) The execution, delivery, or performance by Client of this Agreement is not, and will not be, in violation of any provision of any charter, by-laws, other agreement, law, regulation, order, or court process or court decision to which Client is a party or by which Client or Client's properties are bound or affected.

(3) There are no outstanding liens against, or security interests in, any Account (except as authorized or created under this Agreement). Client agrees that Client will neither create, nor suffer the creation of, any lien against or security interest in any Account, with the exception of liens or security interests in favor of the Bank or any affiliate of the Bank.

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## 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. 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 at 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.

**ATM TRANSFERS - TYPES OF TRANSFERS AND DOLLAR LIMITATIONS** - You may access your account(s), depending on your initial agreement and provided that you have sufficient funds, by ATM using your Visa Check Card and personal identification number (PIN), to:

- get cash withdrawals from checking account(s)
  - you may withdraw no more than US\$500.00 per day
- get cash withdrawals from savings account(s)
  - you may withdraw no more than US\$500.00 per day
- transfer funds from savings to checking account(s)
- transfer funds (from checking to savings account(s))
- transfer funds from checking to checking
- transfer funds from savings to savings
- get information about:
  - the account balance of your checking account(s) (at proprietary ATMs only)
  - the account balance of your savings account(s) (at proprietary ATMs only)

Some of these services may not be available at all terminals.

**TYPES OF VISA CHECK CARD POINT-OF-SALE TRANSACTIONS** - You may access your checking or savings account(s), depending on your initial agreement and provided that you have sufficient funds, to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**POINT-OF-SALE TRANSACTIONS - DOLLAR LIMITATIONS AND CHARGES** - Using your card:

- dollar limitations will be disclosed at card issuance

- Please refer to the Bank's fee schedule for the amount of any applicable fees for your debit card.

**CURRENCY CONVERSION.** When you use your Visa Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**ADVISORY AGAINST ILLEGAL USE.** You agree not 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.

**NON-VISA DEBIT TRANSACTION PROCESSING.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled is: STAR Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the internet, swiping the card through a point-of-sale terminal, or obtain cash.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

Examples of the types of actions you may be required to make to initiate a transaction on the STAR Network include initiating a payment directly with the biller, possibly via telephone, Internet, or kiosk locations. STAR Network billers are required to display the STAR logo. STAR Network billers must also allow you to choose how your payment is directed. Thus, you could see the STAR logo and choose to direct your payment through the STAR Network. In addition, STAR bill payments are not authenticated with a PIN; instead the biller authenticates your identity using known information derived from an existing relationship with you.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**ONLINE BANKING COMPUTER TRANSFERS - TYPES OF TRANSFERS -** You may access your account(s) by computer through the internet by logging onto our website at [www.brickellbankmiami.com](http://www.brickellbankmiami.com) and using your personal User ID and password, to:

- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
  - account statements

- utilize selected services depending on agreed upon service application
- make transfers between linked accounts.

For further details on online banking, please refer to **Terms and Conditions For Online Banking and Wire Transfer Addendum.**

#### FEES

- We do not charge for direct deposits to any type of account.
- Please refer to the Bank's fee schedule.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**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 funds transfer).

#### DOCUMENTATION

- **TERMINAL TRANSFERS.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal.
- **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, the person or company making the deposit will tell you every time they send us the money.
- **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 (305) 347-8300 to find out whether or not the deposit has been made.
- **PERIODIC STATEMENTS.** You will get a monthly account statement from us for your checking and savings accounts.

#### 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. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to the Bank's fee schedule 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 TRANSFERS.** 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 ATM 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) 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) if you give us your written permission; or
- (5) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

**(a) CONSUMER LIABILITY.** 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). 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 US\$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 of 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 US\$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.

• *Additional Limit on Liability for Visa Check Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

**(b) 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 brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, 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.

- (6) Tell us your name and account number (if any).
- (7) 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.
- (8) 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 (5 business days for Visa Check Card point-of-sale transactions processed by Visa and 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 (5 business days for Visa Check Card point-of-sale transactions processed by Visa and 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 in writing within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

BRICKELL BANK  
OPERATIONS MANAGER  
1395 BRICKELL AVENUE  
MIAMI, FLORIDA 33131  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (305) 347-8300

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 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 at 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.

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first US\$200 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 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 after 4:00 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.

### SAME-DAY AVAILABILITY

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

### NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on Brickell Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

### OTHER CHECK DEPOSITS

The delay of availability for other check deposits, whether local or nonlocal, is as follows:

For local check deposits, nonlocal check deposits, and deposits consisting of both local and nonlocal checks, the first US\$200 from a deposit will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of US\$700 on a Monday, US\$200 of the deposit is available on Tuesday. The remaining US\$500 is available on Wednesday.

### LONGER DELAYS MAY APPLY

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 US\$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 seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first US\$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 US\$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 US\$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

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## TRUTH-IN-SAVINGS DISCLOSURE

### SAVINGS ACCOUNTS MONEY MARKET ACCOUNTS

**RATE INFORMATION** - Your interest rate and annual percentage yield may change.

**FREQUENCY OF RATE CHANGES** - We may change the interest rate on your account at any time.

**DETERMINATION OF RATE** - At our discretion, we may change the interest rate on your account.

For specific rate, please refer to **Product Rate Disclosure Sheet**.

**COMPOUNDING AND CREDITING FREQUENCY** - Interest will be compounded and credited to your account every month.

**EFFECT OF CLOSING AN ACCOUNT** - If you close your account before interest is credited, you will receive the accrued interest.

**DAILY BALANCE COMPUTATION METHOD** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCUAL OF INTEREST ON NONCASH DEPOSITS** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**TRANSACTION LIMITATIONS:**

Transfers from a Savings Account (including Money Market Accounts) to another account or to third parties by preauthorized, automatic, telephone, of computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

**FEES:**

Please refer to the Bank's fee schedule.

**NOW ACCOUNTS**

**RATE INFORMATION** - Your interest rate and annual percentage yield may change.

**FREQUENCY OF RATE CHANGES** - We may change the interest rate on your account at any time.

**DETERMINATION OF RATE** - At our discretion, we may change the interest rate on your account.

For specific rate, please refer to **Product Rate Disclosure Sheet**.

**COMPOUNDING AND CREDITING FREQUENCY** - Interest will be compounded and credited to your account every month.

**EFFECT OF CLOSING AN ACCOUNT** - If you close your account before interest is credited, you will receive the accrued interest.

**DAILY BALANCE AND COMPUTATION METHOD** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCUAL OF INTEREST ON NONCASH DEPOSITS** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**FEES:**

Please refer to the Bank's fee schedule.

**CERTIFICATES OF DEPOSIT**

**Regular Certificates of Deposit**

**COMPOUNDING FREQUENCY** - Interest will not be compounded.

See Certificate of Deposit for crediting frequency.

**DAILY BALANCE COMPUTATION METHOD** - The Bank will use the daily balance method to calculate the interest for the deposit payable at the rate set out in the certificate. Interest so earned will be paid by check or by credit to the owner's checking or savings account in the bank.

**ACCUAL OF INTEREST ON NONCASH DEPOSITS** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**TRANSACTION LIMITATIONS:**

**MINIMUM BALANCE TO OPEN THE ACCOUNT** - You must deposit the minimum balance required in order to open this account or an equivalent of a certificate of deposit in foreign currency for the minimum balance required in order to open the account.

You may not make any deposits into your account before maturity.

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

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw Interest any time during the term of crediting after it is credited to your account.

**EARLY WITHDRAWAL PENALTIES** (a penalty may be imposed for withdrawals before maturity) -

Federal law and regulations permit imposing a penalty on early withdrawal as follows:

Where a deposit with an original maturity of one year or less is paid before maturity, a depositor shall forfeit at least 90 days of interest on the amount withdrawn at the rate being paid on the deposit. If the amount withdrawn has remained on deposit for less than 90 days, all interest will be forfeited and there will be a reduction in the principal sum of the deposit.

Where a deposit with an original maturity of more than one year is paid before maturity, a depositor shall forfeit at least 180 days of interest on the amount withdrawn at the rate being paid on the deposit. If the amount withdrawn has remained on deposit for less than 180 days, all interest will be forfeited and there will be a reduction in the principal sum of the deposit.

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

**WITHDRAWAL OF INTEREST PRIOR TO MATURITY** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**AUTOMATICALLY RENEWABLE TIME ACCOUNT** - Your certificate of deposit will automatically renew at maturity, unless you requested otherwise at opening. Each renewal term will be the same as the original terms, beginning on the maturity date. Unless we tell you otherwise in writing, the interest rate will be the rate the bank offers at the time of renewal for a new certificate of deposit under the same terms as the renewed certificate. You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written notice from you before maturity of your intention not to renew.

**FEES:**

Please refer to the Bank's fee schedule.

**IBF Certificates of Deposit**

*Not FDIC Insured*

**COMPOUNDING FREQUENCY** - Interest will not be compounded.

See Certificate of Deposit for crediting frequency.

**DAILY BALANCE COMPUTATION METHOD** - The Bank will use the daily balance method to calculate the interest for the deposit payable at the rate set out in the certificate. Interest so earned will be paid by check or by credit to the owner's checking or savings account in the bank.

**ACCUAL OF INTEREST ON NONCASH DEPOSITS** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**TRANSACTION LIMITATIONS:**

**MINIMUM BALANCE TO OPEN THE ACCOUNT** - You must deposit US\$100,000.00 to open this account or an equivalent of a US\$100,000.00 certificate of deposit in foreign currency.

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal, and only if the amount of such withdrawal is US\$100,000.00 or more or, if less, is the full amount in the account. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw Interest any time during the term of crediting after it is credited to your account.

**EARLY WITHDRAWAL PENALTIES** (a penalty may be imposed for withdrawals before maturity) -

Federal law and regulations permit imposing a penalty on early withdrawal as follows: A depositor shall forfeit at least 90 days of interest on the amount withdrawn at the rate being paid on the deposit. If the amount withdrawn has remained on deposit for less than 90 days, all interest will be forfeited and there will be a reduction in the principal sum of the account.

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

**WITHDRAWAL OF INTEREST PRIOR TO MATURITY** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**AUTOMATICALLY RENEWABLE TIME ACCOUNT** - Your certificate of deposit will automatically renew at maturity, unless you requested otherwise at opening. Each renewal term will be the same as the original terms, beginning on the maturity date. Unless we tell you otherwise in writing, the interest rate will be the rate the bank offers at the time of renewal for a new certificate of deposit under the same terms as the renewed certificate. You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written notice from you before maturity of your intention not to renew.

**FEES:**

Please refer to the Bank's fee schedule.

For more information about the types of Certificates of Deposit that the Bank offers, please contact your Financial Advisor.

Financial Advisor at (305) 347-8300, or by mailing a request to your Financial Advisor at the Bank at Brickell Bank, 1395 Brickell Avenue, Miami, Florida 33131, or by sending an email to the attention of your Financial Advisor at [info@brickellbankmiami.com](mailto:info@brickellbankmiami.com).

You may update your email address as provided to the Bank by contacting your Financial Advisor at (305) 347-8300, or by sending an email to the attention of your Financial Advisor at [info@brickellbankmiami.com](mailto:info@brickellbankmiami.com).

You may withdraw your consent to the Bank providing billing statements, disclosures, and other information and communication related to this Agreement, your Accounts, or any other terms of this Agreement electronically by contacting your Financial Advisor at (305) 347-8300, by mailing a request to your Financial Advisor at the Bank at Brickell Bank, 1395 Brickell Avenue, Miami, Florida 33131, or by sending an email to the attention of your Financial Advisor at [info@brickellbankmiami.com](mailto:info@brickellbankmiami.com) informing the Bank that you have withdrawn such consent to electronic disclosures and communications.

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## ELECTRONIC RECORDS

You hereby consent and agree that (i) the Bank may, subject to the requirements of applicable law, provide all billing statements, disclosures required by law, and all other information and communication related to this Agreement, your Accounts, or any other terms of this Agreement electronically, and (ii) your electronic signature on agreements and documents related to your Accounts with the Bank as governed by this Agreement has the same effect as if you signed them in paper copy form.

You agree that electronic communications or disclosures received from the Bank have the same legal effect and meaning as if the Bank had provided you with paper copies of such disclosures or communications. When the Bank has sent electronic communications or disclosures to the email address that you have provided to the Bank which is has in its records, such electronic communications or disclosures shall have the same legal effect and meaning as if they had been provided to you in paper copy form, regardless of whether or not you choose to view the disclosure, unless you have previously withdrawn your consent to receive such disclosures and communications from the Bank electronically.

In order to receive and/or retail electronic disclosures or communications from the Bank, you will need (i) a computer with an internet connection, (ii) a web browser allowing you access to the internet, (iii) a valid email address that you have provided to the Bank, (iv) sufficient data storage space to save previous disclosures and/or an installed printer to print current and/or previous disclosures, and (v) settings allowing electronic communications from the Bank sent to your email address to be received and viewed by you.

You may request paper copies of any electronic communication or disclosure from the Bank within 180 days of the date of such electronic communication or disclosure. No additional fees will be charged to you for requesting such paper copies of electronic communications or disclosures from the Bank. You may request such paper copies by contacting your



**1395 BRICKELL AVENUE  
MIAMI, FLORIDA 33131  
(305) 347-8300**

**Member FDIC**

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