



Deposit Accounts | Personal and Business | Domestic and International

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# ACCOUNT AGREEMENT AND PRIVACY NOTICE

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Effective September 27, 2019

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**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

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## INTRODUCTION

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This *Account Agreement and Privacy Notice* (this “**Agreement**”) is the contract that governs your deposit account at Bank Leumi USA (the “**Bank**,” “**we**,” “**us**,” or “**our**”). By opening and maintaining a deposit account with us, you are agreeing to the terms in this Agreement, the *Account Receipt* and *Fee Schedule* applicable to your account, and other account or service related documents or agreements (collectively, as they may be amended from time to time, the “**Account Documents**”). We delivered or made available to you copies of the relevant Account Documents at the time you opened your deposit account. You can also view our current forms of Account Documents on our website at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees). You are responsible for ensuring that all authorized signers on your account are familiar with the Account Documents. If we notify you of a change in any term of the Account Documents and you continue to maintain your account after the effective date of the change, you will be deemed to have agreed to the new term.

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity. If your country of residence or the principal place of business is not the U.S., you acknowledge that you are responsible for, and agree that you will comply with, all laws and regulations of your country of residence or jurisdiction of formation that apply to you or the services we provide to you. Such laws and regulations may relate to tax, foreign exchange, or capital controls, and require you to make certain payments, reporting, or filing.

Unless we agree in writing, our relationship with you will be that of “debtor and creditor.” That means we owe you the amount of your deposit. No fiduciary, quasi-fiduciary, or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit, and do not impose a higher standard of care than otherwise would apply in their absence.

This Agreement does not contain information relating to other nonbanking services and products offered through our subsidiary, Leumi Investment Services Inc., a member of Securities Investor Protection Corporation (SIPC) and Financial Industry Regulatory Authority (FINRA).

*Your deposits at the Bank are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum limits allowed by law. Information and tools describing how deposit insurance coverage works are provided by the FDIC at [www.fdic.gov](http://www.fdic.gov) or by calling 877-ASK-FDIC or 800-925-4618 for the hearing impaired.*

**Please read this Agreement carefully!**

You should save a copy for future reference. The current *Account Agreement and Privacy Notice*, *Account Receipts*, and *Fee Schedules* for the Bank’s deposit accounts are posted online at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees). You may also view on this page other important information and disclosures about the Bank’s deposit accounts and services, including the *Standard Overdraft Services* notice.

If you have any questions, please contact us at the address and phone numbers listed under the “How to Contact Us” section of this Agreement.

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## DEFINITIONS

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The following are some important words we use in this Agreement:

“**ACH**” means automated clearing house, a funds transfer system governed by the National Automated Clearing House Association (NACHA) rules that provides funds transfer services to participating financial institutions.

“**Account Documents**” mean collectively, this Agreement, the *Account Receipt* and *Fee Schedule* applicable to your account, and other account or service related documents or agreements, as they may be amended from time to time.

“**Account Receipt**” is a document that has information about your deposit account (including your account number, and if applicable, the interest payable on your account), and contains specific terms and conditions that apply to your deposit account. You will receive an Account Receipt from us when you open your account.

“**Agreement**” means this *Account Agreement and Privacy Notice*.

“**ATM**” (automated teller machine) is an electronic device that provides many of the services as a teller, including withdrawals and deposits.

“**Authorized representative**” means a person with actual or apparent authority to enter into agreements for banking services, and includes individuals with authority to perform transactions on your accounts by signing the account signature card (referred to as “**authorized signers**”).

“**Available balance**” is the balance in your account that is immediately available for your use or withdrawal. It is calculated based on the credits and debits that have been processed within your account (i.e., your “current balance”) minus pending credits and debits, including (1) check deposits that are not yet available for withdrawal under our funds availability policy, (2) debit card purchases that have been authorized and are pending, or other transactions that we are legally obligated to pay but have not been withdrawn from your account, (3) other pending transactions such as ACH transactions, and (4) any holds on your account (e.g., holds on funds to comply with court orders or other legal requirements). For more information on our funds availability policy, see the “Funds Availability” section of this Agreement.

“**Bank**,” “**we**,” “**us**,” or “**our**” refers to Bank Leumi USA.

“**Bank holiday**” means any federal holiday.

“**Branch**” refers to a branch of Bank Leumi USA.

“**Business day**” means any day of the week that is not a Saturday, Sunday or a Bank holiday. Some Branches may close on a business day due to an emergency or to observe a local holiday. Non-business days are considered part of the following business day. The end of a business day may vary from branch to branch, and is posted in each branch. For funds availability purposes, see the “Funds Availability” section of this Agreement.

“**Check**” means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

“**Deposit account**” or “**account**” means a checking, money market, or time deposit account.

“**Direct deposit**” means an ACH credit posted to your account. A direct deposit may include payroll, pension, state or federal payments (including social security), from your employer or outside agency. Forms for establishing direct deposits can be obtained at any Branch or through Leumi Online.

**“Entity”** or **“business organization”** means a corporation, sole proprietorship, unincorporated association, limited liability company, partnership (including a limited partnership, limited liability partnership, or joint venture), or governmental unit.

**“FDIC”** means Federal Deposit Insurance Corporation.

**“IRS”** means Internal Revenue Service.

**“Item”** means checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, ACH transactions, funds transfer, online banking transfers or bill payment instructions, withdrawal slips, ATM withdrawal, in- person transfers or withdrawals, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these, as well as any debit card purchase, fee, charge, or other amount that is added to or subtracted from your account.

**“Leumi Online”** means Bank Leumi USA’s online banking system.

**“Overdrawing”** your account means that your available balance is less than \$0 or not enough to pay all the items that have been presented to us for payment against your account.

**“PIN”** means personal identification number that either you select or we randomly generate and provide to you. A PIN is necessary to use your Bank Leumi USA Debit Card.

**“POS”** (point-of-sale) transaction means an electronic funds transfer from your primary checking account to purchase goods and services and/or receive cash using your Bank Leumi USA Debit Card.

**“Signature card”** means the document by which you inform us of the identity of one or more authorized signers on your account. The signature card must contain a sample signature for each authorized signer. The document is called *Individual Client Relationship Agreement and Signature Card* for individuals and *Entity Client Signature Card* for businesses.

**“You”** or **“your”** means the owner of a deposit account. If the account is a joint account, the term refers collectively to all owners except as the context otherwise requires. For business accounts, the term refers to the entity and its authorized representative opening the business account.

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## ACCOUNT TERMS AND DISCLOSURES

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This section describes how our deposit products and services work. It contains important legal information, disclosures, and terms you should know about your deposit account and banking relationship with us.

### Part I Opening and Closing Deposit Accounts

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#### Can you start a personal banking relationship with the Bank?

The Bank offers personal banking accounts to (i) U.S. citizens and (ii) resident alien individuals.

#### Can you start a commercial banking relationship with the Bank?

The Bank offers business accounts to both for-profit and non-profit businesses or organizations. You may only use a business account for business purposes, and not for personal, family, or household purposes.

#### Can you open an international account?

The Bank offers international accounts to (i) nonresident alien individuals and (ii) entities organized outside the U.S. The Bank does not normally open an international account for an entity organized in the U.S. unless the entity is affiliated with an entity organized outside the U.S.

#### What information do we require when you open or have an account with us?

To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account or establishes a relationship with us. When you apply for an account, we will ask for information that will allow us to identify you, such as your name, address, date of birth, and other information. Generally, we require suitable government-issued identification with your signature or photograph on it, such as a driver's license. We may also ask for other identifying documents. We require a tax identification number for all accounts, if applicable.

We may require additional information when or after you open your account to comply with "Know Your Customer" requirements imposed on us by federal law. We may restrict or close your account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is

- (i) an individual or entity that is named as a Specially Designated National or Blocked Person by the Office of Foreign Assets Control ("**OFAC**"), or an individual or entity that resides, is organized or chartered, or has a place of business, in a country or territory subject to OFAC's various sanctions and embargo programs;
- (ii) a resident in, or organized or chartered under the laws of a jurisdiction that has been designated (a) by the Secretary of the Treasury under Section 311 of the USA PATRIOT Act as warranting special measures and/or as being of primary money laundering concern, or (b) as non-cooperative with international anti-money laundering principles by a multinational or inter-governmental group, such as the Financial Action Task Force on Money Laundering;
- (iii) a financial institution that has been designated by the Secretary of the Treasury under Section 311 of the USA PATRIOT Act as warranting special measures and/or as being of primary money laundering concern;
- (iv) a "senior foreign political figure," or any "immediate family" member or "close associate" of a senior foreign political figure, in each case within the meaning of Section 5318(i) of Title 31 of the United States Code; or

- (v) a prohibited “foreign shell bank” as defined in Section 5318(j) of Title 31 of the United States Code, or a U.S. financial institution that has established, maintains, administers, or manages an account in the U.S. for, or on behalf of, a prohibited “foreign shell bank.”

We may require additional documentation about you, your business or organization, such as documents relating to the type and nature of business or organization you are operating. Your banking team will tell you the specific information and documentation we require. You are also responsible for notifying us of any changes in documents you have provided us, and for giving us copies of the amended documents.

In addition, under federal and state tax laws, we are also required to obtain certain information from you. If you are a U.S. person for U.S. tax purposes, we are required to obtain from you a completed IRS Form W-9 (or substitute form) containing your taxpayer identification number (Employer Identification Number or Social Security Number) and required certifications. If you are not a U.S. person, we are required to obtain from you completed appropriate IRS Form W-8 containing your foreign taxpayer identification number (“**foreign TIN**”), or a reasonable explanation for why you have not been issued a foreign TIN, and any other documentation requested by the Bank regarding your tax status. If you do not give the Bank a valid Form W-9, W-8, or other requested documentation, the Bank will not be able to open your account. If your account is opened and the IRS subsequently notifies us to withhold tax, or if your Form W-8 expires or becomes invalid due to a change in your circumstances that affects your tax status and is not replaced with a valid tax form or if withholding is otherwise required, we will be required to withhold a certain amount of the interest or other income or proceeds paid on your account whenever such amount is credited to your account as described under header “What is backup withholding and do we report interest you earn to the IRS?” below under this Part of this Agreement.

#### What do we require regarding tax compliance?

You acknowledge and agree that, in order to comply with United States tax laws, the Bank may (i) disclose information about you and your account (including transactional information) to the IRS; (ii) request certain documentation (including IRS Forms W-8 or W-9) and additional information from you with respect to your account; (iii) withhold U.S. tax from your account or from payments made to you or your account; and (iv) close your account if you have not provided requested documentation or information.

It is a condition of maintaining an account with, or receiving services from, the Bank that you appropriately report and disclose any and all tax related requirements or income tax and/or information reporting with respect to your relationship with the Bank in accordance with the requirements imposed in all jurisdictions in which these obligations arise, including in your home country. You further undertake to continue to remain in compliance with all tax and reporting obligations in the future with respect to your account at the Bank. In order to assure tax compliance, you agree to waive any and all data protection, confidentiality or secrecy rights or claims that you may have with respect to your data at the Bank should any question come from any competent tax authority, directly or indirectly, with respect to your account or any service provided by the Bank. Responsibility for tax compliance on this account and any services provided by the Bank at all times remains with you. You further agree (i) not to hold the Bank liable for possible consequences that may result from the reporting of information as described herein; and (ii) to release the Bank from any claims in this respect.

#### What is backup withholding and do we report interest you earn to the IRS?

Unless you are exempt under Federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (i) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (ii) you fail to provide us with the required certified information; (iii) the IRS instructs us to withhold; or (iv) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You must also certify that you are not subject to backup withholding.

A non-resident alien or foreign entity not subject to the information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN.) Non-resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with

respect to withholding. For additional information, contact your tax advisor.

#### What is Foreign Account Tax Compliance Act?

In order for the Bank to be compliant with the provisions of the Foreign Account Tax Compliance Act (“**FATCA**”), a U.S. federal law effective as of July 1, 2014, the Bank may contact you to request additional information and/or documentation. Please understand that the Bank does not and will not in any way support (i) any attempt by you to evade U.S. taxes or (ii) any request by you for help in avoiding detection under FATCA. Furthermore, since the Bank is not in the business of providing tax advice, you should not rely upon the Bank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

#### Do we verify the information you give us?

Yes, we will verify the information you give us when you open an account. All accounts are opened subject to our ability to verify your identity and the identity of each signer on the account and their signatures by requiring acceptable types of identification and specimen signatures.

#### Are we allowed to obtain credit reports or other reports about you?

Yes, by opening an account you agree to allow us to answer any credit inquiries we may receive about your account from other financial institutions, or to report information about you and any joint account owners or authorized signers on the account to a consumer reporting agency. In the event your account is closed for cause the Bank may report this information, in accordance with applicable law, to a credit bureau. You also authorize us to obtain reports from a credit reporting agency or other agency regarding your past handling of banking services, or from other public agencies at any time once you become a customer. You allow us to use these consumer reports to consider you for other programs with the Bank. Upon your request, we will inform you whether or not a consumer report was obtained, and if so, the name, telephone number, and address of the consumer reporting agency that furnished the report.

If you disagree with the accuracy of the information that we submit to a consumer reporting agency, please contact us at the phone numbers or the address listed on the last page of this Agreement. Upon receipt of required information and documentation from you, we will review our files and respond to you in writing.

#### How can you close your account?

You may close your account at any time (except as otherwise provided in this Agreement, for example, if there is a claim on your account). The same signatures required for writing checks and making withdrawals are required to close the account. We may allow one account owner or authorized signer to close an account without the consent or signature of any other account owner or authorized signer. We may charge a fee to process your request to close your account. Such fees are listed in the applicable *Fee Schedule*.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. When your account is closed, unless otherwise instructed by you, we will mail you an official check for the final account balance, by ordinary mail addressed to you at the last address shown on our records. The final account balance is the funds remaining in your account as of the date of the account closing, less fees incurred.

If your account is closed, you remain responsible for any transactions you previously arranged for, including those that arrive after your account is closed and any which the Bank returns unpaid. If your account balance is nonsufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and any overdraft interest until they are paid in full.



## Part II Deposit Account Ownership and Rights

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The Bank offers interest and non-interest bearing deposit accounts to eligible customers. Depending on the type of account, other terms and conditions may apply. We will inform you about those terms and conditions in the *Account Receipt* document that you receive when you open your account.

### What are the different deposit account ownership types?

You may set up your account as:

- a personal account;
- a business account; or
- a fiduciary account.

Individuals who open personal accounts are enrolled in our Private Banking products. Entities that open business accounts are enrolled in our Commercial Banking products. However, if an entity is related to a Private Banking customer, we will open a Private Banking account for the entity.

### What are the types of personal accounts that can be established?

THE TYPE OF ACCOUNT OWNERSHIP MAY CHANGE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

The rules applicable to personal accounts depend on the form of ownership and beneficiary designation, if any. If you open a personal account, you may not use it for business purposes. Ownership of your account is determined by the most current signature card you have set up with us for that account.

- **Solely owned account** is an account owned in your name only.
- **Joint account** is an account owned in the names of you and one or more other persons, in joint tenancy. Each owner is a “joint holder” or a “joint owner.” The following are the types of joint accounts you may open:
  - **Joint account with right of survivorship** is a type of joint account in which, if one joint holder dies, the account will be paid to the surviving joint holders. The estate of the deceased holder will have no rights to the account. If there is more than one surviving joint holder the account will continue as a joint account with rights of survivorship among the remaining holders.

Unless you designate otherwise on your signature card, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We will not maintain a record of each co-owner’s interest in the account.

- **Joint account with no right of survivorship** (also called “**tenants in common**”) is a type of joint account in which, if one joint holder dies, that holder’s interest passes to the deceased holder’s estate. Either the surviving joint holders or the deceased holder’s estate may withdraw the funds at any time, and we have no responsibility for determining the respective interest of the holders.
- **Tenancy by the entirety** (Florida only) is a type of joint account owned solely by two spouses unless the owners designate otherwise in the signature card. We are not required to determine

whether an account is a tenancy by the entirety account before responding to a garnishment or other legal process. We may assert our right of setoff or security interest in a tenancy by the entirety account in order to collect debts of either joint holder. You agree that the Bank may act upon the instructions of either joint holder, including to withdraw funds, stop payment on any check, close the account, and enter into special agreements regarding the account (such as overdraft protection transfer agreements). The Bank may enforce overdraft liability in the account against any joint holder individually.

- **In-trust-for account** is an account where you designate another person or another entity as beneficiary of the account. You can open an individual or joint in-trust-for account. Upon our receipt of proof of death of all account holders, we will pay the balance of the account to the beneficiary or beneficiaries you designated. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more of the account holders, this account will be treated as a solely owned account or joint account, as applicable. To change the beneficiary of a joint account, all account holders must sign our documentation naming the new beneficiary.

#### [What are the rights of joint holders?](#)

In joint accounts, we can act on the instruction of any one or more of the joint account holders, without the other account holder(s)'s signature or consent, including instructions to withdraw or transfer funds, make payments, add another holder to the account, or close the account, regardless of the holder's contribution to the account. Accessing certain Leumi Online services may require each joint holder to have a separate and unique log-in credentials.

#### [Are all joint holders responsible for liabilities on the account?](#)

EACH JOINT ACCOUNT HOLDER IS JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL ACTIVITY RELATED TO THE JOINT ACCOUNT, INCLUDING RESPONSIBILITY FOR PAYING OVERDRAFTS CREATED BY ANY AUTHORIZED SIGNER OR PARTY TO THE ACCOUNT, WHETHER OR NOT THEY PARTICIPATE IN THE TRANSACTION OR BENEFIT FROM ITS PROCEEDS. WE MAY BE REQUIRED BY LEGAL PROCESS TO PAY ALL THE FUNDS IN A JOINT ACCOUNT TO SATISFY A JUDGMENT AGAINST ANY OR ALL JOINT ACCOUNT HOLDERS.

#### [Can you use a power of attorney or appoint an agent for a personal account?](#)

Yes. You may appoint someone to act for you as your agent or attorney-in-fact under a power of attorney. Please note that the form must be satisfactory to us in our discretion and, unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

For your convenience we have a standard power of attorney form. We may, however, accept any form that we believe was executed by you and act on instructions we receive under that form without any liability to us. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed.

We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize the authority of your agent to act on your behalf without question, until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require your agent to present the original form and refuse to act on a copy. In some cases, we may require that your agent confirm in an affidavit that the power has not been revoked or terminated or that you register the power of attorney with the appropriate recording authorities. We may restrict the types or sizes of

transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on, or otherwise make changes to your account, generally terminates with your death or incapacity, unless the document creating such agency provides that, in accordance with applicable law, the agent's powers continue in spite of your incapacity.

We are not responsible for any errors or liabilities incurred by an agent of an account owner.

#### What happens to your account if you die or become incompetent?

You (or your estate) and, if your account is a joint account, any joint holders of your account agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may act as if all owners and authorized signers are alive until we receive notice otherwise. After we receive notice of death or incompetence, we may freeze, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased). Before the Bank pays the funds or transfers the assets of a deceased owner's account to the estate, we require a certified copy of the death certificate and a court certificate showing the appointment of a representative of the estate (executor or administrator), as well as evidence that all required taxes have been paid, if applicable. However, if no representative of the estate has been appointed, to the extent allowable under the governing law, the Bank may pay restricted amounts to a surviving spouse or certain other relatives or distributees upon receipt of an affidavit on a form used by the Bank for that purpose. If the account holder is a non-U.S. resident, we may also require a Federal Transfer Certificate, as such term is defined by the IRS from time to time. If we provide assistance in obtaining the tax clearance document or Federal Transfer Certificate, we will charge our out-of-pocket expenses (including reasonable attorney's fees) in this respect to your account.

If your account is a joint account, we may treat the account as the sole property of the survivor(s) after the death of any joint account holder. We may honor withdrawal requests from the survivor(s) after the death of any joint account holder. We will not be liable to any owner for honoring withdrawal requests from any surviving account holder. If an account owner owes us a debt at the time of death, we are authorized to exercise our right of setoff against the account after the owner's death. We have these rights even if a surviving joint owner or a beneficiary of an in-trust-for account has rights to the account.

We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court-appointed fiduciary regarding the account.

We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block solely owned accounts. Joint accounts with no right of survivorship may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death.

#### What is a "Trusted Contact Person"? Why are you asked to designate a Trusted Contact Person?

A Trusted Contact Person is an individual age eighteen (18) or older who may be contacted about your account. When you open a personal account, we may (but are not required to) ask you to designate a Trusted Contact Person, and to provide us with contact information for the Trusted Contact Person. If you elect to designate a Trusted Contact Person, you agree that we may contact that Trusted Contact Person if we suspect that financial exploitation has occurred, is occurring or has been or will be attempted with regard to your account and to share information about you and/or your account with the Trusted Contact Person. If you designate a Trusted Contact Person, you may later withdraw or change that designation, and appoint a new Trusted Contact Person, by submitting a written change in designation form.

### Who can transact in business accounts at the Bank?

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member, partner, or owner. We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the account. If any one or more of the signatures affixed to the front of the signature card, or otherwise provided to us as an authorized signature for the operation of the account, are facsimiles or made or reproduced by any mechanical or electronic means, we are authorized to rely upon and treat the same, in good faith, as a true and valid signature, and the account holder holds us harmless and indemnifies us from and against any loss, damage or liability we may suffer or incur as a result of our reliance.

If you change your form of ownership or authorized representatives, you must notify us when the change occurs. It is important to tell us if there is a change in the officers, signing authority, or beneficial owners of your business or organization. We cannot be responsible for losses you sustain if you fail to inform us of changes in the authority of your representatives to conduct your banking business.

### What are the rights of an authorized signer on a business account?

An authorized signer is authorized to endorse checks payable to the business. An authorized signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

An authorized signer is authorized to instruct us to do anything involving any account for which the individual has been named as an authorized signer.

We may, although we are not required to, cash checks payable to – or accept “less cash” deposits from – a business organization.

### Can you open an IOLA/IOLTA or attorney trust account as a commercial account?

Yes. If you open an attorney trust account, including an Interest on Lawyer Checking Account (IOLA) or Interest on Lawyer Trust Account (IOLTA) or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

### What are the types of fiduciary accounts that can be established?

An estate account, trust account, guardianship or conservatorship account, or other similar type of account is referred to as a “**fiduciary account**.” You may open a fiduciary account with the Bank. If you open a fiduciary account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We owe no fiduciary duties to you as the trustee, executor, guardian, or conservator, or to the beneficial owners of the account. Types of fiduciary accounts we currently offer include the following:

- **Estate account** is an account opened by a fiduciary on behalf of a formal estate. The estate will have its own Taxpayer Identification Number issued by the IRS.
- **Trust account** is an account owned by a trust. In some cases, the trust must have its own Taxpayer Identification Number issued by the IRS.

### What happens in the event of uncertainty, conflicting demands or disputes among account owners or authorized representatives?

If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person’s authority to give us instructions, or we

believe a transaction may be fraudulent or may violate any laws, we may, at our sole discretion: (i) freeze the account and refuse transactions until we receive written proof (in a form and substance satisfactory to us) of each person's right and authority over the account and its funds; (ii) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (iii) require the signature of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the account; and/or (v) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records, in which case you (or for joint accounts, all joint holders) remain responsible for items paid from the account.

#### What happens if an owner does not sign a signature card?

The failure of a person identified in our records as an owner of an account to sign a signature card (or other account related documentation) does not prevent us, in our sole discretion, from treating the person as an owner of that account. We are not liable to anyone as a result.

#### Can you transfer ownership of your account?

No, unless we consent to the transfer after you give us written notice of the proposed transfer. Your account is for your use only. It is non-transferable and non-negotiable. Ownership of your account is transferable only on our records with our written consent. Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.

### Part III Your Deposit Account Information

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#### Who will we communicate with about your account?

We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

#### Will we share your information?

The Bank will process, transfer and disclose your information in connection with the following purposes: (i) for the provision of services and to approve, manage, administer or effect any transactions that you request or authorize, (ii) meeting compliance obligations (including compliance with law, international guidance, and internal policies and procedures), (iii) conducting financial crime risk management activity, (iv) collecting any amounts due from you, (v) conducting credit checks and obtaining or providing credit references, (vi) enforcing or defending our rights or those of our affiliates, (vii) for our internal operational requirements or those of our affiliates (including credit and risk management, system or product development, and planning, insurance, audit and administrative purposes), and (viii) maintaining our and our affiliates' overall relationship with you.

Our consumer Privacy Notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties, as permitted by law, except as you or we limit those disclosures under the terms of our consumer Privacy Notice. A copy of our consumer Privacy Notice is included in this Agreement and we will provide it thereafter as required by law. You may obtain a copy of our consumer Privacy Notice by calling us at the phone numbers listed on "How to Contact Us" page of this Agreement, or by visiting [www.leumi.com](http://www.leumi.com). The consumer Privacy Notice indicates whether you have the option to change any privacy preference. For any such privacy preference, you may change at any time by calling the toll free number listed in our Privacy Notice. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

### How can you update your account information?

It is important that your account records are kept up-to-date. You must inform us of any change in your name, address, other contact information (such as an e-mail address), or U.S. tax status. Be sure to change the address on all of your accounts. If you fail to do so, we will not be liable for undelivered notices, errors, debits or charges to your account resulting from such failure.

For your convenience, you can update your information by:

- signing on to your Leumi Online account at [www.leumiusa.com](http://www.leumiusa.com); or
- calling your banking team or the phone numbers listed on the “How to Contact Us” page of this Agreement.

We may complete your address change request over the phone; however, it may be necessary to have you place your request in writing.

We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address.

## Part IV Deposit Account Statements and Notices

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### What account statements do we send you? How do we send statements and notices related to your account?

If you have a checking or money market account, you will receive a statement each month that shows all of the activity for the statement period, including transactions made with your Bank Leumi USA Debit Card and transfers that you authorized in advance. A “**statement period**” is the period covered by your account statement. If you receive a statement monthly, the statement period may or may not be a calendar month (but in most cases it will not be more than thirty-two (32) days or less than twenty-eight (28) days). The total number of days covered by your statement will be on the statement you receive.

If you receive paper statement, we use postage-paid ordinary mail to send you statements and notices to the postal mailing address that is reflected in our records for the account. Instead of receiving a paper statement, any authorized signer on an account may consent to using our paperless statement service. If you use the paperless statement service, we will notify you, using electronic mail at the electronic mail address you provided for this service as reflected in our records for the account, of the availability of your statement and other notices related to your account. Statements will be deemed delivered to you when they are made available through Leumi Online banking system. If you elect to use the paperless statement service, it is your responsibility to provide us updates if you change your e-mail address, or notify us to cease electronic delivery of notices and statements if you no longer have an e-mail address. We will bear no liability in the event you fail to so update or notify us.

Regardless of the number of account holders, we only mail to one account holder per account. You agree that notification given to any one account holder is considered notification to all account holders and is considered delivered to you on the date we first place the statement or notice in the mail or the date that the electronic mail is first sent, regardless of whether or not you receive it. If two (2) consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable.

### How can you receive your cancelled checks?

Images of your cancelled checks presented within the past twelve (12) months are available to you through Leumi Online. Check images may also be delivered with your periodic statements. You must speak with your banking team to sign up for this service. Additionally, you may request a copy of any of your cancelled checks by calling your banking team. Please refer to our *Fee Schedule* for applicable fees.

## Part V Account Errors and Adjustments

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### Do you have a responsibility to check your account statements?

Yes, you are responsible for examining your account statement and notifying us in writing within thirty (30) days after we mail a statement or otherwise make a statement available (for example, paperless statements) if:

- an item that you did not authorize or that is altered is listed on the statement; or
- your account statement contains any error.

These other terms regarding notification periods apply:

- For any unauthorized, improper or missing endorsements, you must notify us within six (6) months after the account statement is mailed or made available.
- If your account is in Illinois and the error is improper payment of a check over a properly lodged stop payment order, the notice of error must be received by us no later than one (1) year after your receipt of the account statement showing payment of the check.
- If you fail to notify us of any unauthorized item within thirty (30) days (fourteen (14) days in New York) after we mail or otherwise make available a statement that lists an unauthorized item, we are not required to reimburse you for unauthorized items by the same person that we pay after that time.
- To reverse any unauthorized ACH payment that was debited from your account, you must notify us no later than fifteen (15) days after we send you, or otherwise make available to you, your account statement that reflects the payment you want to reverse.

You must provide us with all information we need to investigate the alleged error or item. Where appropriate, you must also file police reports and provide any supporting affidavits and testimony we reasonably request.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors.

These requirements do not apply to transactions covered by the electronic fund transfer service terms. Please see "Electronic Fund Transfer Disclosures" in Part IX below.

### When would we make adjustments to your account?

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid.

If a claim is made for recovery of all or part of the amount of any collected check after final payment on the grounds that such check bore a forged or unauthorized endorsement or was otherwise not properly payable, we may withhold the amount of the check from your account until final determination of the claim. We will promptly notify you of the claim.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are nonsufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained below in Part X of this Agreement under the header, "Do we have a right of setoff against your accounts?"

## Part VI Transactions in Your Account

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This section governs activities in all checking and money market accounts, and as applicable, time deposit accounts.

### When is your signature required for a transaction?

Your signature is required on any check, instruction, notice, or communication. Your signature in our records on your *Individual Client Relationship Agreement and Signature Card* or the *Entity Client General Resolution and Relationship Agreement and Entity Client Signature Card*, even if made through electronic capture, will be considered your valid authorized signature. We may pay any item drawn on your account without questioning the circumstances of its issuance, or how the funds will be used, if the item bears or appears to bear a signature (including a facsimile or computer generated signature) that resembles the specimen filed with us. We are not liable for refusing to honor your check or other signed instruction, notice, or communication if we believe in good faith that the signature appearing on the check, instruction, notice, or communication is not authentic, even if you authorized the item.

### Can you use a facsimile signature?

Yes, but if you use a form of facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you authorize the Bank to pay any check and honor any other signed instruction bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

### How can you make deposits?

You can make deposits by, among other means:

- mailing your deposit to any Branch using U.S. or international mail service;
- direct deposit (forms for establishing direct deposits can be obtained at any Branch or through Leumi Online);
- an ACH or wire transfer;
- using our other electronic banking services to transfer funds between your account at the Bank and your account at another financial institution;
- utilizing a remote check deposit service, such as Leumi Deposit Capture or Leumi Mobile Deposit;  
or
- Lockbox.

Certain restrictions and additional fees may apply to some of the services listed above. We may accept items payable to you from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized signer or your agent or attorney-in-fact in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account you maintain with us.



### Can the Bank refuse to accept a deposit into your account?

We may, at our discretion, refuse to accept funds for deposit to your account for any reason including, but not limited to, checks that have not been properly endorsed or checks with multiple payees or endorsements. You warrant that any third party checks you deposit to your account will be endorsed or authorized for deposit by the co-payees.

We may not accept for deposit a check where one or more of the payees is not an owner of the account. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

### Will the Bank provide you with checks, or can you order your own? Is there an acceptable form for you to use if you order your own?

When you open a checking or money market account with a check-writing feature, you can order personalized checks through us (including checks that are compatible with accounting software packages). When we place an order for your checks, we act as sales and billing agent for the check supplier and are compensated for our services. The cost in ordering through the Bank varies depending on the style and quantity you select and includes postage and handling. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you arrange for the printing of your own checks or choose to use an independent supplier, the form, encoding and format of the checks must follow our check specification requirements. You are responsible for ensuring that all required information, such as the magnetic ink character recognition (MICR) information, the payee/business client name and address, your account number, and our name and address, properly appears on the check. We reserve the right to refuse to pay checks that do not meet our standards or which cannot be processed or imaged by our standard equipment. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our other specifications.

### What should you do to protect your checks?

You agree to safeguard your blank and cancelled checks, and to take reasonable steps to prevent theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering, or adding to them without your authorization. If your checks are lost or stolen, you agree to notify us immediately. If you fail to do any of these things, we are not responsible for any losses that may result. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

### Can you use remotely created checks?

A remotely created check is an item not bearing your actual signature, but purporting to be authorized by you. You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks as permitted by us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account.

Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, will survive the termination of this Agreement and all agreements and transactions entered into in connection with this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

We may honor and pay remotely created checks presented on your account, even though they do not contain your signature and may exceed the amounts you authorized to be charged.

[Are we responsible for reviewing checks to ensure they are properly completed, including verifying multiple signatures?](#)

No. We may process certain checks mechanically, based on information encoded on the items. This means we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, miscoded items, or checks lacking an encoded serial number. We are also not responsible for reviewing the number of signatures required on your account, either on personal or commercial accounts. The Bank assumes no responsibility for the payment of a check, draft or other item drawn on any account which is honored and bears only a single authorized signature, even if you have indicated that more than one signature is required. A multiple-signature requirement is for your internal control purposes only. If we return a check because we believe it does not match your signature on the file with us, we are not liable to you even if you authorized the check.

[What are the requirements for a correct endorsement of a check?](#)

To ensure that your check is processed, and processed without delay, you must endorse your check correctly. The area allocated for your stamp or signature is on the back of the check, within 1 1/2" from the "top" edge. Turn the check over, and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes.

[Can you use an endorsement stamp to endorse items for deposit?](#)

Yes. Absent specific written agreement to the contrary, to ensure that your endorsement complies with banking regulations, your endorsement stamp should conform to these standards:

- the stamp should only be applied to the endorsement area at the top portion of the back of each check;
- the size of the stamp should be no larger than 2" wide by 1 1/2" high;
- the words "For Deposit Only," "For Remote Deposit Only at Bank Leumi," or "For Mobile Deposit Only at Bank Leumi USA," if applicable should appear along the top edge; and
- your account title and complete account number should be printed clearly in the stamp.

[Is there a special endorsement requirement for remotely deposited checks?](#)

Yes. The Federal Reserve Board recently amended the regulations to protect depository institutions from inadvertent or malicious, duplicate deposits of checks when they contain restrictive endorsements. Therefore, the Bank requires that you add the following language in the endorsement area on the back of any check remotely deposited with us:

if you are using your remote deposit capture "For Remote Deposit Only at Bank Leumi"  
scanner –

if you are using your mobile device – "For Mobile Deposit Only at Bank Leumi"

We may reject or return checks that are deposited using remote deposit without a restrictive endorsement similar to the above.

### What happens if there are third party endorsements on your check?

We may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable, or we may, at our discretion, supply your missing endorsement. We may also require verification of any endorsement through either an endorsement guarantee or personal identification.

If you deposit items which bear the endorsement of more than one person or of persons who are not signers on the account, we may refuse the item, require all endorsers to be present, or require you to have their endorsement guaranteed by another financial institution acceptable to us before we accept the item. We may accept for deposit checks payable to any signer on your account when endorsed by any other signer.

### Who is responsible for any loss if your check is improperly endorsed?

We will have no liability to you, and you will hold us harmless against a claim asserted by a third party, the payee, or the payee's transferee or successor-in-interest, arising out of, or relating to, any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement, contains restrictions or improper instructions on your checks, or contains restrictive endorsements that are inconsistent with the means of deposit.

### What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of accepting it for deposit. This means we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. This often occurs with questionable or damaged items and checks or other items drawn on banks outside the U.S. or that are not payable in U.S. dollars. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

### What happens if a deposited or cashed item is returned?

Any item that we cash or accept for deposit (including an ACH credit) is subject to final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification of the amount actually deposited, and your account balance may be adjusted based on that verification.

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, re-present those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned.

### Can you receive deposits by ACH?

Yes, but credit for an ACH transfer into your account is provisional until final payment is received by the Bank. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you can view the transaction by accessing your account on Leumi Online. You will also receive notice of the credit on your next regular periodic statement. If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account without prior notice or demand.

You hereby authorize any originating depository financial institution to initiate, pursuant to the operating rules of the National Automated Clearing House Association, ACH debit entries to your account for presentment or re-presentment for items written or authorized by you.

You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we will credit your account for the amount of the payment.

You must notify us no later than fifteen (15) days after we send you, or otherwise make available to you, your account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.

#### What is your obligation regarding lost, missing, or destroyed deposited items?

You agree to cooperate fully with us to reconstruct any lost, missing or destroyed item by promptly:

- providing us with a copy of the front and back of the deposited item from your or the issuer's records;
- asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
- reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item.

If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your account for the deposited item.

We are not responsible for transactions submitted by mail or by an outside depository until we actually record such transactions.

#### How can you make a withdrawal from your account?

- **At a Branch** – You can withdraw up to your available balance by cashing a check or making a withdrawal at a Branch. We may require you to present identification.
- **At an ATM** – You can use your Bank Leumi USA Debit Card to withdraw cash from your card-linked accounts at an ATM displaying the PLUS, NYCE or STAR logo. Depending on the terms of your account, there may be a Bank Leumi USA transaction fee for cash withdrawals from ATMs. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. There is a daily limit of up to \$1,200 per card per day for all ATM location withdrawals and POS transactions using your Bank Leumi USA Debit Card. We may change these limits from time to time and at any time based on security issues and other factors.

#### Are there limits on cash withdrawals you may make?

We may place reasonable limits on large cash withdrawals or payments at any Branch, including providing us with prior notice for certain large sums. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an official check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises, and may also require you to sign a document releasing us from any liability resulting from theft.

#### Are there other restrictions on your withdrawals?

We reserve the right to require at least seven (7) days' advance notice before permitting a withdrawal from money market accounts, or as applicable under the terms of your specific deposit account. Federal regulations also limit the number of withdrawals and transfers out of your savings account. During any monthly statement period, you may make no more than six (6) withdrawals or transfers (for example by check, ACH, telephone, internet, or preauthorized or automatic transfers) out of these accounts. You are allowed unlimited transfers and withdrawals made in person at the Bank, by mail, by using an ATM, or as a transfer of funds from your account to any of your loan accounts with us. Also, a withdrawal request initiated by telephone does not count toward the transfer limit when the withdrawal is disbursed via check mailed to you.

If you exceed this limit after we have notified you, we may change your account to one we choose that does

not limit withdrawals, and it may be an account that pays less or no interest.

In addition, if the funds in your account are pledged to us for collateral, or if we are aware of a legal dispute involving the funds in your account, those funds may not be available for withdrawal. Finally, you may only withdraw funds that are available for withdrawal under our funds availability schedule. See the "Funds Availability" section of this Agreement.

#### How do we process credits and debits to your account?

We may accept, pay, certify, or charge to the appropriate account, checks, and other items in the order we choose based on a number of factors, including, when a transaction occurs and the transaction type.

The following items are deducted from your account as they occur throughout the day:

- ATM withdrawals, Bank Leumi USA Debit Card PIN and POS purchases, if there is a sufficient available balance in the account to pay them.
- All other debit transactions received real-time during the day. This includes teller withdrawals, cashed checks, funds transfers, Leumi Online bill payments initiated by you, and most ACH debits that we receive throughout the day.

The following items are treated as if they are received at the end of the day and processed in the below order:

- First: Deposits and all other credits to your account made before applicable cut-off times are added.
- Second: Checks presented for payment are processed in check sequence number order.
- Third: Any other debit transaction not deducted during the day and Bank fees that have not already been debited from your account are deducted from your remaining available balance in the order of highest to lowest dollar amount.

At any time, we may modify the processing order at our sole discretion without notice to you. We may also manually process items to reflect adjustments or corrections in your account.

#### Are we required to honor special instructions written on checks?

No. The Bank may, without inquiry or liability, pay one of your paper items even though:

- special instructions written on the paper item indicate that the Bank should refuse payment (e.g., "Void after 30 days," "Paid-in-full," or "Void over \$100");
- the paper item is stale-dated (i.e., it bears a date that is more than six (6) months in the past);
- the paper item is post-dated (i.e., it bears a date in the future); or
- the paper item is not dated.

When you cash or deposit a check with a notation or restriction, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you are responsible for any loss or expense we incur relating to the notation or restriction.

***The following applies to you when you open your account in a state other than New York:*** We will pay a post-dated check when it is presented to us. If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us by placing a stop payment

order on our form used for that purpose. The request will be processed just like any other stop payment order. However, if you want the check to be paid on or after a specific date, you may contact us to remove the stop payment order on or after that date. See information about stop payment orders below, under the header, "How can you stop payment on a check?" within this Part of this Agreement.

#### What happens if the amount of your check written in numerals and the amount written in words are not the same?

If you issue a check with the amount payable expressed in contradictory word and numeric descriptions, and that check is encoded by us or our agent, you authorize us and our agent to encode and pay the check on the basis of either the amount expressed numerically or the amount written out in words. In addition, the Bank may pay in U.S. dollars the amount that has been MICR-encoded (magnetic ink character recognition) on your paper item, even though you have purportedly drawn the paper item in a foreign currency.

#### How can you stop payment on a check?

Any authorized signer on the account can instruct us to stop payment on a check or other paper item that has not been paid by issuing a stop payment order at a Branch, through Leumi Online or by calling your banking team.

To issue a stop payment order, you will need to accurately provide:

- your account number;
- the date of the check;
- the check number;
- the exact amount (dollars and cents) of the check; and
- the payee's name.

If the information is not exactly correct, or if you do not fully provide the required information, the stop payment may not be effective, and we will not be responsible for failing to stop payment on the check.

#### Is there a fee for a stop payment order?

We may impose a fee for a stop payment order. Please refer to the *Fee Schedule* for your account.

#### What is the effective period for a stop payment order?

A stop payment order must be received in a timely manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing, or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check or other paper item that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. If you order a stop payment by phone, we will ask you to confirm your order in writing, and you should advise us immediately of any changes or corrections. A stop payment order will stay in effect for six (6) months unless you instruct us to cancel or renew it, provided we have not already returned the check. However, if your stop payment request was made verbally, the stop payment will lapse after fourteen (14) days unless you confirm your request in writing. The order may be renewed for additional six (6) month periods. We may pay the check when the stop payment order expires. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

### Can you place a stop order on an official check?

You may not as a matter of right place a stop payment on an official check. If such an instrument has been lost, stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a stop payment request and signing an indemnity agreement form. You may also be required to purchase a surety bond for twice the amount of the check.

### Will the Bank cash a check drawn on your account payable to someone other than you?

Generally, no. We will only cash a check drawn on your account payable to someone other than you if you provide your Branch a written request, on a form used by us for that purpose, signed by any authorized signer specifying, (a) the number, date, and amount of the check, (b) the payee (and if the payee is an entity, the individual who will be acting on behalf of the payee); and (c) the government- issued photo identification which will be presented by the payee (or if the payee is an entity, by the individual who will be acting on behalf of the payee). We will have no liability to you, and you will hold us harmless against a claim asserted by the payee (or the payee's transferee or successor-in-interest), arising out of, or relating to, our cashing the check if (i) we act in accordance with such request; (ii) such identification reasonably appears to us to be authentic; and (iii) the individual presenting such identification reasonably appears to us to be the individual therein identified.

### How does an overdraft occur?

An overdraft occurs when you do not have enough money in your account to cover a transaction (also called “**nonsufficient funds**”), but we elect, in our sole discretion, to pay it anyway. We have standard services to cover your overdraft, which come with your account. We also offer other products and services that can help pay overdraft when they occur, including lines of credit, to qualified accounts, which may be less expensive than our standard overdraft services. To learn more, ask your banking team about this plan.

### When is an account deemed to have nonsufficient funds?

Your account will have nonsufficient funds when your available balance is not enough to pay all the items that have been presented against your account on a business day. Available balance is the amount in your account that is immediately available for your use or withdrawal.

Your available balance is calculated based on the credits and debits that have been processed within your account (i.e., your “current balance”) minus *pending* credits and debits, including (i) any check deposits that are not yet available for withdrawal under our funds availability policy, (ii) any debit card purchases that have been authorized and are pending or other debit transactions that we are legally obligated to pay but have not been withdrawn from your account, (iii) other pending transactions such as ACH transactions, and (iv) any holds on your account (e.g., holds on funds to comply with court orders or other legal requirements). For more information on our funds availability schedule, please refer below to the header, “When are your funds available for withdrawal?” under Part VII of this Agreement.

### What are the Bank's standard overdraft services?

We pay overdraft at our sole discretion based on a variety of factors that may change from time to time, including such factors as your account profile, history, volume of deposits, and past overdraft activities. This means we do not guarantee that we will authorize and pay any type of transaction, and we may discontinue permitting overdrafts without cause or notice to you.

We may authorize and pay overdraft for any items presented against your account (e.g., checks, wires, ACH transactions, and other transactions made using your account number), except for ATM transactions and everyday debit card transactions.

We do not authorize and pay overdraft for the following types of accounts: (i) Business Attorney Trust Money Market Client Account, (ii) Personal Attorney Trust Money Market Client Account, (iii) Attorney Trust Master Account, (iv) Interest on Lawyer Checking Account (IOLA)/Interest on Lawyer Trust Account (IOLTA), (v)

Landlord Rent Security Deposit Client Account, and (vi) Landlord Rent Security Deposit Control Account

If we do not authorize and pay an overdraft, your transaction will be declined.

#### What fees does the Bank charge if an overdraft occurs?

Under our standard overdraft services, we will charge you an overdraft interest and nonsufficient funds fees based on the type of transaction that caused the overdraft and whether we paid or declined to pay the item. These fees change from time to time. For detailed information on the current fees and how they are assessed against your account, please refer to our *Standard Overdraft Services* disclosure available on our website at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees). You can also view the fee amounts on the *Fee Schedule* for your account.

#### How is overdraft protection repaid?

You agree to repay us immediately the amount of the overdraft without notice or demand from us. Your failure to repay may result in us exercising our right of setoff, by debiting the amount of the overdraft from any of your accounts, or any other remedies that are available to us. For more information on the Bank's right of setoff, please see the header, "Do we have a right of setoff against your accounts?" under Part X of this Agreement.

**Information about foreign taxes:** In order to induce the Bank to make overdrafts, you agree that all payments to be made to the Bank, by you, on account of such overdrafts whether for principal, interest or otherwise, will be made without set-off or counterclaim, free and clear of, and without deduction for or on account of, any present or future foreign taxes. You also agree that if any foreign taxes are required to be withheld from any amounts payable to the Bank or if the Bank itself is required to pay any foreign taxes in connection with such overdrafts, the Bank, may, in its sole discretion, (i) increase the amounts payable by you to the Bank and to the extent necessary to yield to the Bank (after payment of all foreign taxes) the full amounts which the Bank would have received had the payments not been subject to foreign taxes, and/or (ii) debit any of your accounts, in an amount equal to the required payment for foreign taxes.

#### Can you opt out of the Bank's standard overdraft services?

Yes. You may opt out of the Bank's standard overdraft service for checks and ACH transactions by notifying your banking team in writing. Your request to cancel our standard overdraft services for checks and ACH will become effective within a reasonable time after your written notice to your banking team. If you do so, we will then return all items presented for payment on your account and not honor recurring authorized transactions, if there are nonsufficient funds in your account.

#### For More Information on Overdraft:

Please read our *Standard Overdraft Services* disclosure for a fuller explanation of the Bank's standard overdraft services. You can see this disclosure by contacting your banking team or visiting our website at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees).

#### How do we treat inactive accounts?

Generally, your account becomes inactive or dormant if you do not initiate account-related activity for twenty-four (24) months. An account-related activity is determined by the state law governing your account. Under certain abandoned property statutes, we may be required to send (or "escheat") the balances in your deposit, investment and foreign exchange account(s) to the appropriate state officials unless you have done at least one of the following during a specified period of time:

- deposited or withdrawn funds;
- signed and returned our active account confirmation form; or



- sent a signed written letter or updated account documents (including tax certifications) to us concerning the account.

Note that pre-authorized transfers or payments and electronic deposits set up on the account may not prevent the account from becoming dormant.

A time deposit account that has not reached initial maturity will not be considered inactive, but if the account renews automatically, it can become inactive starting after the initial maturity date.

We put safeguards in place to protect a dormant account which may include restricting the following:

- transfers between accounts using your ATM/debit card;
- transfers or payments through online or mobile banking; and
- wire transfers (incoming and outgoing).

Please note that the period of inactivity for an account to be considered abandoned property differs by state. In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the inactivity period and specific requirements applicable to your account. If your address, as recorded on our bank records, is outside of the U.S., New York law will govern. Once an account is escheated, your account will be closed. To recover your account funds, you must file a claim with the state.

## Part VII Funds Availability

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This section will help you determine when funds from deposits to your checking or money market account will be available for withdrawal. This section also describes certain types of deposits that are given special availability.

However, this section does not apply to checks drawn on, or payable through, offices located outside the U.S. or not payable in U.S. Dollars. It also does not apply to items that have not been preprinted or post-encoded with the routing number.

### When are your funds available for withdrawal?

The availability of your funds will depend on how the funds are deposited into your account.

- **Same-day availability** – The following will be available to you on the day of deposit:
  - (i) funds from electronic and direct deposits to your account are available on the day we receive the deposit;
  - (ii) cash;
  - (iii) wire transfers; and
  - (iv) the first \$200 of check deposits (of any type).
- **Next-day availability** – Funds from check deposits above the \$200 limit will be available to pay checks or to withdraw on the first business day after the day of your deposit. For example, you deposit a \$700 check on Monday. \$200 is available on Monday to pay checks to others and to withdraw in cash. The rest is available to pay checks and to withdraw in cash on Tuesday.

### What is the effective date of your deposit?

If you make a deposit at a Branch before the branch closes for business that day (but no later than 4:00 p.m.

local time), we will consider that day to be the day of your deposit. If we receive a transmission through remote check capture (Leumi Deposit Capture) or mobile check capture (Leumi Mobile Deposit Capture) before 9:00 p.m. Eastern Time, we will consider that day to be the day of your deposit. However, if you make a deposit after those times or on a day that we are not open, we will consider the deposit to have been made on the next business day that we are open. A deposit received by mail is considered made on the day we receive it for processing.

#### Are there exceptions to the Bank's general funds availability policy?

Yes, in some cases, we will not make all the funds that you deposit by check available to you in accordance with the general policies discussed above. If your ability to withdraw funds will be delayed for any reason indicated below we will notify you and tell you when the funds will be available.

- **Deposits of more than \$5,000 in one day** – If you deposit checks totaling more than \$5,000 in any one day, the first \$5,000 will be available to you in accordance with the general policy discussed above (unless another exception to the general policy applies). The amount in excess of \$5,000 will generally be available on the second business day after the day of deposit for checks. If you have multiple accounts with us, we may apply this exception to the aggregate deposits to all accounts held by you, even if you are not the sole holder of the accounts and not all of the holders of the accounts are the same.
- **Redeposit of checks returned unpaid** – We reserve the right to extend the time within which these checks become available.
- **Special rules for new customers** – You are considered a new customer if your account has not been open for at least thirty (30) days and you did not have another transaction account with us that has been opened for at least thirty (30) days. For the first thirty (30) days, there is no next-business-day availability for the proceeds of checks.

Proceeds of checks will be available on the seventh (7th) business day after the day of your deposit if the deposit meets certain conditions. For example, checks must be payable to you as payee named on the face of the check and you must obtain approval from the market service team before deposit.

- **Checks that may not be collectible** – Occasionally, a check is given to the Bank that we decide not to accept for deposit or payment because we doubt the collectability of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. In that case your funds will be available after we have actually received payment from the bank on which the check is drawn. You will be charged a fee for this service.

On other occasions, we may learn that a check we accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

- **Foreign checks** – Checks that are drawn on banks outside the U.S. are generally sent for collection. Your account will be credited for the U.S. dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.
- **Events beyond our control** – If we are unable to conduct business due to an interruption of communication or other equipment facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

- **Overdrafts** – We may delay the availability of the deposit if you have overdrawn your account repeatedly in the past six (6) months.
- **Double-endorsed checks** – When you deposit a check into your account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is a double-endorsed check. A double-endorsed check is a check that is made payable to someone other than yourself and then endorsed to you by that person. If such a check is mailed to the Bank or sent to the Bank through any remote means, we may elect to return the check to you. In some cases, we will accept such double-endorsed checks on a “collection basis,” which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If the Bank accepts such a double-endorsed check for deposit, it may delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. Should this occur, you will be notified of the delay.
- **Provisional credit** – Credit given by the Bank to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, we are entitled to a refund of the amount credited to you in connection with such entry, and we may debit your account for such amount. We will not give you next day notice of receipt of an ACH item. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf, payments to your account which have been transmitted through one or more ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments will be construed in accordance with and governed by the laws of the State of New York.

We will notify you of any changes to our funds availability policies as required by applicable law. We may post such changes online.

## Part VIII Substitute Checks and Your Rights (Check 21 Disclosure)

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### What is a substitute check?

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend “This is a legal copy of your check.” You can use it the same way you would use the original check. Federal law allows banks to replace original checks with “substitute checks.” Under the law, a substitute check is the “legal equivalent” of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. However, you have rights under other law with respect to those transactions. Please note these rights also do not apply to images of checks furnished to you or viewed through Leumi Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees). The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing

account) within ten (10) business days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

- **Filing a claim** – If you believe a substitute check you have received from us was improperly debited to your account, please call your banking team or our numbers set forth in the “How to Contact Us” section in this Agreement. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) business days from the day you first notified us of your claim. If you are not able to contact us by telephone, you may also write to us at the address indicated on the back cover of this Agreement.
- **Investigation** – In investigating your claim, we may request the following information from you:
  1. description of how you suffered a loss;
  2. amount of your loss;
  3. explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
  4. a copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

## **Part IX**

### **Electronic Fund Transfer Disclosures**

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The Electronic Fund Transfer Act and Regulation E of the Consumer Financial Protection Bureau (collectively referred to as “**Regulation E**”) require us to provide certain information about our electronic fund transfer (“**EFT**”) services for personal accounts. Those terms are included in our *Bank Leumi Electronic Banking and Communication Policy and Agreement* (“**Electronic Banking Agreement**”), which governs the Bank’s electronic banking services, including the EFTs that are not covered by Regulation E. For your convenience, we have summarized in this Part the relevant sections of the Electronic Banking Agreement that are required by Regulation E.

The disclosures in this Part apply to you only if your deposit account was established primarily for personal, family, or household purposes. Please read this Part together with the Electronic Banking Agreement, which contains additional terms applicable to the EFT services discussed in this Part, as well as terms applicable to other electronic banking services not identified in this Part (such as wire transfers). This document is available for you to view on our website at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees).

In this Part, we also use these defined terms:

“**Access Device**” means each of Bank Leumi USA Debit Card, your PIN, your token, and your Leumi Online or Leumi Mobile login credentials.

“**Card-Linked Accounts**” means your deposit accounts that are linked to your Bank Leumi USA Debit Card.

## What is an EFT under Regulation E?

An EFT is any fund transfer to or from your deposit account that is initiated through an electronic terminal, telephone, computer, or magnetic tape. It includes:

- POS transfers,
- ATM transfers,
- direct deposits or withdrawals of funds,
- transfers initiated by phone,
- transfer resulting from debt card transactions, whether or not initiated through an electronic terminal, and
- electronic fund transfer using information from a check.

It does not include:

- checks,
- wire transfers,
- a transfer of funds we initiate under an agreement between you and us providing that we will transfer funds without individual request from you (including a transfer from your account to one of our own accounts to pay a loan you have with us), and
- a transfer of funds you initiate with us by telephone (unless pursuant to a telephone bill-payment plan or other written plan providing for periodic or recurring transfers).

## What types of EFTs do we offer?

We offer the following EFT services. These services are subject to additional terms and conditions contained in the Electronic Banking Agreement.

- **ATM cash withdrawals** – You may use your Bank Leumi USA Debit Card with your PIN at any ATM to withdraw cash from and obtain balance information on your Card-Linked Accounts.
- **Direct deposits** – You may arrange with another party, such as your employer or a government agency, to have funds sent directly to your deposit account. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may contact your banking team to find out whether or not the deposit has been made.
- **Debit card POS transactions** – Through POS terminals at sellers displaying the PLUS, NYCE, or STAR logo, you may use your Bank Leumi USA Debit Card for purchases and, in the seller's discretion and within limits set by the seller, receive "cash back" as part of the purchase transaction. You may also use your Bank Leumi USA Debit Card for Internet, phone, and mail purchases, and for sellers that accept them, automatic recurring payments.
- **Bill payment** – You may arrange with another party, such as a utility company or mortgage company, to have payments sent directly to that party on a regular basis from your checking, and subject to the limitation on the number of permitted withdrawals, money market accounts.
- **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.
- **Fund transfers** – You may initiate a fund transfer from your account via phone, email (if the we have expressly agreed to accept such instruction), or Leumi Online. The following describes the types of fund transfer services we offer:
  - **Remittance transfers** are transfers of funds initiated by you to a designated recipient in a

foreign country.

- **Internal fund transfers** are transfers of funds between your accounts at the Bank on a one-time or recurring basis.
- **Inter institution transfers** are transfers of funds between your account at the Bank and your Account at another financial institution and are initiated through Leumi Online. Please note that per-transfer and aggregate limits apply to both incoming and outgoing transfers. In addition, minimum available balance requirements apply to both incoming and outgoing transfers.
- **External fund transfers** are transfers of funds between your account at the Bank and an account of another party at another Financial Institution on a one-time or recurring basis.
- **Fund transfers initiated by another party** are transfers of funds between your account and another party's account that you authorize the other party to initiate, on a one-time or recurring basis as directed by you.

#### Are there any limitations on amounts and frequency of EFT transactions?

Yes. The limitations on your withdrawals and transfers are explained in "Transactions in Your Account" under Part VI of this Agreement. For details of these limitations for money market accounts, please also refer to your *Account Receipt* for your money market account. In addition, there is a limit on the aggregate amount of purchase, payment, and other withdrawal transactions permitted each day using your Access Device. Please refer to the terms and conditions contained in the *Debit Card and Recurring or Preauthorized Transfer Agreement* between you and us.

#### What are the fees charged for EFT transactions?

- **Fund transfers generally** – You may incur fees for inbound and outbound fund transfers as established by us from time to time. The fees are published in the *Fee Schedule* for your account.
- **Debit card** – We impose no fees for transactions conducted at an ATM or POS involving checking accounts. However, other fees may be incurred for other type of accounts or transactions. Your use of Bank Leumi USA Debit Card may also incur a fee imposed by (i) the ATM operator when you withdraw cash from your accounts or obtain balance information on your accounts; (ii) the POS terminal operator; or (iii) the seller or any network used to complete the ATM or POS transactions.

#### How do you cancel or amend EFTs?

- **For remittance transfers** – You have the right to cancel your remittance transfer request for a full refund, including any fees, or amend your remittance transfer request, provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "For all other EFTs" below will apply. To cancel a remittance transfer initiated as a facsimile transmitted payment order or an e-mail scan instruction, please call your banking team or 800-892-5430 (toll-free within U.S.) or 917-542-2343 (collect call from outside of U.S.). For Leumi Online initiated remittance transfers, you can cancel online. When cancelling a remittance transfer by phone, you will need to provide us with information to help identify the transfer you wish to cancel, including the amount and location where the funds were to be sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.
- **For all other EFTs** – You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able

to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

#### How do you place a stop-payment order on a preauthorized EFT?

You may stop an automatic withdrawal or payment, or recurring withdrawals or payments from your account through Leumi Online, or by calling your banking team or 800-892-5430 (toll-free within U.S.) or 917-542-2343 (collect call from outside of U.S.). A stop payment fee will apply. Please see the *Fee Schedule* for your account. In order to place a stop payment on an automatic transaction, we must receive your instruction at least three (3) business days before the transaction is scheduled to be made. You will need to accurately provide:

- your account number;
- the date of the scheduled payment or, for recurring transactions, the next scheduled payment date;
- the exact amount (dollars and cents); and
- the payee's name.

If the information is not exactly correct, a stop payment may not be effective.

If you request a stop payment by phone, you must confirm your instruction in writing within fourteen (14) days after you telephone us. You can mail your written confirmation to the above address or send it by some other means provided to you by your banking team. If we do not receive your written confirmation within this time, your stop payment will cease to be binding on us. However, even if we do not timely receive the written confirmation, we may in our discretion continue to follow the payment order even though it is no longer binding on us. We will be liable for damages you suffer as a result of our failure to comply with the cancellation at any time it is binding on us.

To request a stop payment on all recurring transactions to the same payee, you must contact the payee. In order to revoke your authority with that payee you may have to notify them at least thirty (30) days prior to the next scheduled payment.

#### What if the amount of preauthorized EFT changes?

At least ten (10) days before the date we make a payment in a recurring series of EFTs that varies in amount from the previous transfer, the payee or we will send you a written notice of the amount of the transfer and the date of the transfer. As an alternative to having the notice sent to you before every transfer that varies in amount, you may choose to receive the notice only when the change from the previous transfer exceeds a certain amount set by you or falls outside certain limits set by you.

#### What happens if you detect errors or have questions about EFTs?

If you think your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or receipt, call or write us immediately at:

Toll-free call within U.S.:	1-800-892-5430
Collect call from outside of U.S.:	1-917-542-2343
Address:	Bank Leumi USA Attention: Banking Operations 350 Madison Avenue New York, NY 10017

- **For remittance transfers** – We must hear from you within one hundred and eighty (180) days of

the date we promised to you that funds would be made available to the recipient. At that time, please tell us:

- 1) your name, address, and account number;
- 2) the error or problem with the transfer, and why you believe it is an error or problem;
- 3) the name of the person receiving the funds, and if you know it, his or her telephone number or address;
- 4) the dollar amount of the transfer; and
- 5) the reference code for the transfer.

We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error, or resend the transfer in those cases where our error is found). We will determine whether an error has occurred within ninety (90) days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the remedy options available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

- **For all other EFTs** – We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You will have to give us the following information:
  - 1) your name and account number (if any);
  - 2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
  - 3) 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days 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 ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts (where a suspected error occurs within the first thirty (30) days after your account is opened), POS, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) days to provisionally credit your account for the amount you think is in error.

In any case, we will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### [How do you notify the Bank in the event of an unauthorized EFT?](#)

If you believe your Access Device has been lost or stolen, call:

Toll-free call within U.S.: 1-800-892-5430  
Collect call from outside of U.S.: 1-917-542-2343

You should also call the number if you believe a transfer has been made using the information from your check without your permission.



### What is your liability for unauthorized EFTs?

You must tell us AT ONCE if you believe that any of your Access Devices has been lost or stolen, or if you believe that someone has made an EFT without your permission using information from your check. Calling is the best way of limiting possible losses. You could lose all of the money in your Card-Linked Accounts if you delay notifying us.

If you tell us within two (2) business days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission had you told us, you could lose as much as \$500. **Exception for residents of New York:** your liability for the unauthorized use of your Access Device will not exceed \$50.

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

### What is our responsibility to you?

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or POS terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Under other exceptions stated elsewhere in this Agreement.

## Part X Security Interest in Property and Bank's Right of Setoff

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### Do we have a security interest in your account?

Yes. As collateral for any liabilities, you grant us a security interest in all of your right, title, and interest in and to the following property (including all cash and non-cash products and proceeds of the property, additions, substitutions and replacements) whether now owned or in the future acquired (the “**collateral**”):

- all accounts you maintain with us and all moneys on deposit or credited to such accounts (including all interest or premiums accrued on the deposits);
- (i) all of your deposit, custodial, investment, securities, or other accounts maintained by our subsidiary, Leumi Investment Services Inc., and (ii) any securities, commodity contracts, general intangibles, investment property, financial assets, and other property which may from time to time

be deposited, credited, or held in any such account, or in the possession or control of the Bank or any affiliate of the Bank, or the Bank's agents, and all security entitlements arising from any of the foregoing; and

- all of your other personal property (including all money, accounts, general intangibles, goods, instruments, documents and chattel paper) which, or evidence of which, are now or in the future comes into the possession or control of the Bank.

If any collateral is subject to perfection by control with a financial intermediary, financial institution, or otherwise, you must take all necessary steps as we may request to achieve and maintain control of such collateral in the Bank's favor.

Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not.

For collateral that is jointly owned, each joint account holder consents to the granting of the security interest in the collateral.

#### Can you pledge or assign your account as collateral for a loan?

Yes, most accounts can be assigned as collateral for a loan to another lender. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest. Unless we agree in writing, any assignment to another lender to which we consent will still remain subject to and subordinate to our right of setoff (as explained in the question immediately below). If we consent to a pledge or assignment of your account, we will reflect the change on our records.

Tax qualified retirement accounts may not be pledged or assigned as collateral.

#### Do we have a right of setoff against your accounts?

Yes, to the fullest extent permitted by law, you grant us a right of setoff to all funds in any and all of your accounts with us and our affiliates to pay liabilities owed to us, including any overdrafts or fees, which are not paid when due by (i) any one or more of the account holders, including any other person who is a joint account holder; (ii) any partnership, limited partnership, or limited liability partnership of which you are a general partner; (iii) any limited liability company of which you are a member; or (iv) any other person with whom you are a co-obligor, for whom you have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable. This means we may take the funds in your account to satisfy any obligation owed to the Bank or its affiliates. If your account is a joint account, we may use the funds in the account to pay the debt of any joint holder owed to us. Note that if we debit funds from a time deposit account that is subject to an early withdrawal penalty, the account will be assessed the applicable early withdrawal penalty. For early withdrawal penalty terms, please refer to the *Account Receipt* for your time deposit account. We will give you notice if we exercise our right of setoff.

Our right of setoff does not apply to tax qualified retirement accounts and certain fiduciary accounts, as well as accounts into which federal or state benefit payments (such as social security or supplemental security income payments) are electronically deposited.

We also have a right to place a hold on funds in your account(s) if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your account, you may not withdraw funds from the account and we can refuse to pay checks or other items drawn on the account. You agree to allow us to apply any subsequently credited deposit made to your account against any obligations owed us in whichever order we determine.

## Part XI Special Circumstances

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This section contains information about certain special circumstances which may apply to your deposit account.

### How do we handle legal process?

We may comply with any state or federal legal process, including any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid, without any liability from us to you. We will promptly notify you concerning legal process unless legal process compels us not to notify you. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any law.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in nonsufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs, as well as any legal fees or court costs we may incur. We may deduct such fees, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees, even if your account is closed. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the process, you will be similarly liable to us. Any garnishment, attachment or other levy against your account will be subject to our right of setoff and security interest.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

### Are you required to cooperate with any investigation?

Yes. You agree, in the event of any claim arising from your account, to cooperate and assist both the Bank and any law enforcement authorities in connection with any investigation and prosecution of any suspected wrongdoer. You understand and agree that failure to cooperate may result, in the Bank's sole discretion, in the Bank dishonoring any claim which you have made.

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## CERTAIN LEGAL INFORMATION

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### Can we change this Agreement?

Yes, we may change the terms of our agreement with you, including the terms in this Agreement, your *Account Receipt*, and the *Fee Schedules*. We may also discontinue any product or service we offer at any time. Unless otherwise required by law, we may change this Agreement without prior notice to you (e.g., by posting the information in our offices, on our web site, or otherwise making it available to you). If we choose to notify you or are required by law to notify you of changes to this Agreement, your *Account Receipt*, or a *Fee Schedule*, we may, to the extent permitted by law, mail, e-mail or deliver a notice, a statement message or the amended document to you at the last address (physical location or e-mail) on file for you. We also may deliver, as appropriate, the amended document by posting it online. Please visit our website at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees) frequently for any changed terms and conditions when applicable. You should retain all notifications of change with copies of your account documentation.

### How do you agree to changed terms?

Your continued use of your accounts after a change to an Account Document will evidence your agreement to the revised terms.

### How can I get an updated copy of this Agreement?

You can always request a copy of our current Agreement at any Branch, by calling your banking team, or going to our website at [www.leumiusa.com/account-terms-and-fees](http://www.leumiusa.com/account-terms-and-fees).

### Are your deposits insured?

Your deposits are insured by the FDIC up to applicable limits. The FDIC website at <http://www.fdic.gov> allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASK-FDIC (1-877-275-3342).

### Will the Bank record telephone conversations with you?

We may monitor or record your telephone conversations or the telephone conversations of your representative with us or with an agent acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

### What happens if any part of this Agreement is invalid or unenforceable?

Unless otherwise stated, if any of the provisions of this Agreement are, or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement and of such provisions under the law of any other jurisdiction shall not be affected or impaired.

### Will the Bank call you?

Yes. You understand that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text messages or prerecorded or autodialed calls. Your service provider may charge you for these calls and messages. Please contact your banking team, or call our toll free number from within the U.S. at 1-800-892-5430 or call from outside of U.S. at 1-917-542-2343, if you wish to not receive calls or text messages on your cell phone.

### Do you have indemnification liability to the Bank?

Except as otherwise stated in this Agreement, you agree to indemnify, defend and hold the Bank its successors, assigns, correspondents, directors, officers, employees and agents harmless from all losses,

costs, damages, fines, expenses (including, without limitation, attorney's fees) and liability for any claims or demands, actions, proceedings, related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, (b) action or omission on the part of any individual who has been listed as a person authorized to act on your behalf in any document provided by you to the Bank, (c) our actions and omissions, provided that they are taken or omitted in accordance with this Agreement or your instructions, and (d) any hedging activities intended to mitigate any loss to which the Bank believes itself to be exposed as a result of your impending default. This provision will survive the termination of this Agreement or any account or transaction entered with you.

#### Are there limits on our liability to you?

Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to (i) natural disasters, such as a tornado, hurricane, earthquake or flood; (ii) emergency conditions, such as a war, terrorist attack, riot, fire, theft, insurrection, strikes or labor dispute; (iii) a legal constraint or governmental action or inaction; (iv) the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; (v) the potential violation of any guideline, rule or regulation of any government authority; (vi) suspension of payments by another bank; or (vii) your act, omission, negligence or fault. We will never be liable for special, indirect, incidental, exemplary, punitive, consequential or similar losses or damages of any kind.

#### What laws govern your account?

Accounts and services provided by the Bank are governed by federal laws and regulations. To the extent federal laws and regulations do not apply, accounts and services are governed by and will be construed in accordance with the laws of the State of New York (other than its choice of law principles,) even though our relationship includes transactions involving interstate commerce, unless related to abandoned property and certain data privacy issues. For abandoned property, the law of the state of your last known address will apply, and for data privacy issues, the law of the state in which you opened your account will apply. The Arbitration provisions of this Agreement are governed by the Federal Arbitration Act and New York law.

#### Can you use your account for internet gambling or illegal activity?

No. In accordance with the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Regulation GG of the Board of Governors of the Federal Reserve, restricted transactions are prohibited from being processed through an account or relationship with the Bank. We will not maintain a deposit account for a commercial customer which engages in an internet gambling business. The Bank may accordingly review the deposit, ACH, and funds transfer (as beneficiary) activities of commercial customers. The Bank may require commercial customers to certify that they do not engage in an internet gambling business.

The Bank and its affiliates may take any action they consider appropriate in their sole and absolute discretion, to meet compliance obligations in connection with the detection, investigation and prevention of financial crime. Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, applications for accounts and/or services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining customer information with other related information in the possession of our affiliates, (d) sharing customer information with our affiliates and with, or at the direction of, government authorities, and/or (e) making further inquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.

Neither the Bank nor its parents, subsidiaries or affiliates will be liable to you or any third party for any loss incurred by you or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of any services or otherwise as a result of financial crime risk management activity.

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## RESOLUTION OF DISPUTES BY ARBITRATION

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### PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNT, CHECKING ACCOUNT, TIME DEPOSIT ACCOUNT, INVESTMENT ACCOUNT, FOREIGN EXCHANGE ACCOUNT, OR ANY OTHER ACCOUNT OR PRODUCTS THAT BANK LEUMI USA MAY OFFER FROM TIME TO TIME, AND THE SERVICES AND TRANSACTIONS RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

#### Can you or the Bank require arbitration to resolve disputes?

Yes. Either you or we may elect, without the other's consent, to require that any dispute between us (including any dispute you may have with parents, subsidiaries or affiliates of the Bank,) or concerning your deposit account be resolved by binding arbitration, except as may otherwise be discussed below.

#### What disputes are excluded from these arbitration requirements?

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

#### How do you or the Bank begin arbitration?

If either you or the Bank begin arbitration, we or you must choose whom to have handle the arbitration: the American Arbitration Association (“**AAA**”) or JAMS. If you start the arbitration, you must notify us in writing at Legal Department, Bank Leumi USA, 350 Madison Avenue, New York, NY 10017. If we start the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for the AAA or JAMS as well as additional information about initiating arbitration, by contacting either the AAA or JAMS:

American Arbitration Association 1-800-778-7879 (toll-free)  
Website: [www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free) Website: [www.jamsadr.com](http://www.jamsadr.com)

#### How long do you have to begin arbitration?

Unless otherwise required by law, any arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one year, you and we agree to the shortest permitted time under that state's laws.

#### What rules will apply to the arbitration?

The arbitration will occur in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge, selected in accordance with the rules of the either the AAA

or JAMS, whichever forum is selected. The arbitrator shall follow procedures and rules of the forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. However, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

The arbitrator's award will be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award may only be reviewed by a court to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

#### Who pays the costs of the arbitration?

The party starting the arbitration shall pay the initial filing fee. If you file the arbitration, and the arbitrator rules that you cannot afford to pay the filing fee, or finds other good cause for requiring us to do pay the filing fee on your behalf, or if an award is rendered in your favor, we will either pay or reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum.

#### Can either you or the Bank participate in class or representative actions?

No. The parties agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

#### May the Bank still exercise its right of set off or use other self-help remedies without starting arbitration?

Yes. Nothing in these arbitration provisions limits our right to use self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction. With regard to any provisional remedies, you or we may elect to arbitrate any dispute related to such remedies.

#### For how long do these arbitration requirements last?

These arbitration provisions will survive, and remain enforceable against both you and the Bank, regardless of:

- termination or changes to your deposit account or any other account that the Bank may offer from

time to time, or any related services or transactions we provide;

- the bankruptcy of any party; or
- the transfer or assignment of your deposit account or any other account that the Bank may offer from time to time, or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall be terminated. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.



## PRIVACY NOTICE

This notice explains how we collect, use, and protect information about our individual customers.

Rev. January 2018

FACTS	WHAT DO LEUMI GROUP UNITS DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and transaction history</li> <li>• Account balances and credit history</li> <li>• Income and assets</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the Leumi Group units choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do the Leumi Group units share?	Can you limit the sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes—</b> to offer our products and services to you	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	<b>NO</b>	<b>We Don't Share</b>
<b>For our affiliates to market to you</b>	<b>NO</b>	<b>We Don't Share</b>
<b>For nonaffiliates to market to you</b>	<b>NO</b>	<b>We Don't Share</b>

<b>Questions?</b>	<p>If you have any questions regarding this notice, please call your account officer or contact Customer Service at:</p> <p>Bank Leumi USA            579 Fifth Avenue, New York, NY 10017            Telephone: 1-800-892-5430</p>
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**PLEASE CONTINUE TO NEXT PAGE FOR ADDITIONAL INFORMATION ON PRIVACY**

Who we are	
<b>Who is providing this notice?</b>	Bank Leumi USA Leumi Investment Services Inc.

What we do	
<b>How do the Leumi Group units protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How do the Leumi Group units collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Leumi name, such as Bank Leumi le-Israel B.M.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• We do not share with non-affiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include insurance companies and other financial service providers.</li> </ul>

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## HOW TO CONTACT US

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This page tells you how to reach us if you have any questions.

### **BANK LEUMI USA CONTACT INFORMATION**

#### **Address**

579 Fifth Avenue, New York, NY 10017

#### **Leumi General Numbers**

**Toll-free within the U.S.**

1-800-892-5430

**To call collect from outside the U.S.**

1-917-542-2343

**Website**

[www.leumiusa.com](http://www.leumiusa.com)

**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

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