



Bank Leumi USA

IMPORTANT NOTICE AND CHANGE IN TERMS

Dated October 1, 2021 (Revised as of October 13, 2021 in redline)

THIS NOTICE HIGHLIGHTS IMPORTANT CHANGES TO YOUR ACCOUNT TERMS AND FEES, SOME OF WHICH BECOME EFFECTIVE ON **OCTOBER 2, 2021**, AND OTHERS ON **OCTOBER 31, 2021** (WE EXPLAIN TO YOU BELOW). ON AND AFTER THE DATES, THE NEW TERMS DESCRIBED IN THIS NOTICE WILL AMEND AND REPLACE YOUR CURRENT ACCOUNT AGREEMENT WITH BANK LEUMI USA AND THESE NEW TERMS AND FEES WILL APPLY TO YOUR ACCOUNT. IF YOU CONTINUE TO USE YOUR ACCOUNT OR KEEP YOUR ACCOUNT OPEN AFTER OCTOBER 2, 2021 OR OCTOBER 31, 2021, THESE NEW TERMS AND FEES WILL APPLY TO YOU AND YOUR ACCOUNT, AS APPLICABLE. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE OR YOUR NEW ACCOUNT TERMS OR FEES, PLEASE CONTACT YOUR BANKING TEAM OR CALL 800-892-5430 (WITHIN THE U.S.) OR +1-917-542-2343 (FROM OUTSIDE THE U.S.).

Bank Leumi USA is referred to in this document as “Bank,” “we,” or “us”. “You” means you, the customer with a personal account, or the business, professional entity, and/or its authorized representative(s) with a business account.

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Your deposits are insured by the 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 or by calling 1-877-ASK-FDIC or 1-800-925-4618 for the hearing impaired.

PART I OVERVIEW OF IMPORTANT UPDATES TO YOUR ACCOUNT TERMS

Why are you receiving this notice now?

When you opened a deposit account with us, you reviewed and accepted our account terms within your *Account Agreement and Privacy Notice* (“**Account Agreement**”), account receipts, and fee schedules that govern your account. We continue to make revisions from time to time to our terms and fees to reflect operational and regulatory changes, as well as our current product and service offerings.

Do you need to do anything?

No, you do not need to take any action. This notice is simply to let you know that certain account terms have been updated. Your continued use of your account will be your acceptance of these updated terms.

Where can I see the full text of the Account Agreement, the account receipts, and the fee schedules?

You can see the full text of the documents on our website at www.leumiusa.com/account-terms-and-fees.

- The updated **account receipts** governing your accounts and our **Standard Overdraft Services** disclosure, which supplements the account receipts, will be available to view online beginning on October 2, 2021.
- The **Account Agreement** and the **fee schedules*** for your accounts will be available to view online beginning on October 31, 2021.

*For the most updated fee schedule for Business Analysis Checking and International Business Analysis Checking accounts, please contact your banking team.

When will these changes go into effect?

- The changes to the **account receipts** governing your accounts and our **Standard Overdraft Services** disclosure supplementing the account receipts become effective on October 2, 2021.
- The changes to the **Account Agreement** and the **fee schedules** governing your accounts will become effective on October 31, 2021.

How can you contact us if you have any questions?

We appreciate your patronage and look forward to continuing to serve your banking needs. Should you have any questions, please do not hesitate to contact us.

By Phone	
Toll-Free within the U.S.	800-892-5430
Call collect from outside the U.S.	+1-917-542-2343

PART II CHANGES EFFECTIVE OCTOBER 2, 2021

What changes become effective on October 2, 2021?

We made certain changes to the terms of our checking, money market, time deposit, and special checking and money market accounts. All changes effective October 2, 2021 have been made to either correct or clarify the terms and conditions relating to the way your account currently operates. As such, there have not been any changes in terms and conditions that impact the way you have experienced your account to date.

The changes to the following documents, which are explained in this Part II, become effective on October 2, 2021:

- account receipts –
 - checking
 - money market
 - time deposit
 - special checking and money market
- *Standard Overdraft Services* disclosure

Please refer below for the highlights of the changes:

- for Commercial Banking checking and money market accounts, starting on page 3;
- for International Private Banking checking and money market accounts, starting on page 3;
- for US Private Banking checking and money market accounts, starting on page 3;

- for special checking and money market accounts, starting on page 4; and
- for time deposit accounts, starting on page 4.

COMMERCIAL BANKING CHECKING AND MONEY MARKET ACCOUNTS

- Account receipts for Commercial Banking checking and money market accounts have been updated to simplify wording, clarify certain terms and disclosures, and remove provisions that are no longer relevant, all for the purpose of making the content more readable to you.
- Account receipts for interest-bearing accounts have been updated to correct when interest will be compounded and credited to your account.
- Account receipts for non-interest-bearing accounts have been updated to reflect that there are no transaction limits within your account.
- Account receipts for Business Analysis Checking and International Business Analysis Checking accounts have been updated to include more information on overdrafts, including referral to a new section of the Bank's *Standard Overdraft Services* disclosure "*How does standard overdraft services work for my Analysis Checking Account?*".
- The account receipt for International Business Analysis Checking account has been updated to correct an error as part of the account analysis terms, removing the term that earnings credit may be earned and applied against the monthly maintenance fee, activity charges, and other fees incurred for selected services. Earnings credit has never applied to the International Business Analysis Checking account.
- *Standard Overdraft Services* disclosure has been updated to (i) reflect that checks ~~deposits~~ will be processed in the order of smallest to largest dollar amount, starting on or before January 1, 2022, and (ii) include a new section "*How does standard overdraft services work for my Analysis Checking Account?*" to explain how the Bank charges fees associated with negative balances for Business Analysis Checking and International Business Analysis Checking accounts.

INTERNATIONAL PRIVATE BANKING CHECKING AND MONEY MARKET ACCOUNTS

- Account receipts for International Private Banking checking and money market accounts have been updated to simplify wording, clarify certain terms and disclosures, and remove provisions that are no longer relevant, all for the purpose of making the content more readable to you.
- Account receipts for interest-bearing accounts have been updated to correct when interest will be compounded and credited to your account.
- Account receipts for non-interest-bearing accounts have been updated to reflect that there are no transaction limits within your account.
- *Standard Overdraft Services* disclosure has been updated to reflect that checks ~~deposits~~ will be processed in the order of smallest to largest dollar amount, starting on or before January 1, 2022.

US PRIVATE BANKING CHECKING AND MONEY MARKET ACCOUNTS

- Account receipts for US Private Banking checking and money market accounts have been updated to simplify wording, clarify certain terms and disclosures, and remove provisions that are no longer relevant, all for the purpose of making the content more readable to you.
- Account receipts for interest-bearing accounts have been updated to correct when interest will be compounded and credited to your account.
- Account receipts for non-interest-bearing accounts have been updated to reflect that there are no transaction limits within your account.
- *Standard Overdraft Services* disclosure has been updated to reflect that checks ~~deposits~~ will be processed in the

order of smallest to largest dollar amount, starting on or before January 1, 2022.

SPECIAL CHECKING AND MONEY MARKET ACCOUNTS

- Account receipts for special checking and money market accounts have been updated to simplify wording, clarify certain terms and disclosures, and remove provisions that are no longer relevant, all for the purpose of making the content more readable to you.
- Account receipts for interest-bearing accounts, with exception to the *Online Escrow Service Account Receipt*, have been updated to correct when interest will be compounded and credited to your account.
- Account receipts for non-interest-bearing accounts, with exception to the *Online Escrow Service Account Receipt*, have been updated to reflect that there are no transaction limits within your account.

TIME DEPOSIT ACCOUNTS

- Account receipts for time deposit accounts have been updated to simplify wording, clarify certain terms and disclosures, and remove provisions that are no longer relevant, all for the purpose of making the content more readable to you.
- The following products have been discontinued and are no longer offered by the Bank:

Product Name
Time Deposit Receipt - 1 Year Callable
Time Deposit Receipt - 1 Year Special Exit
Time Deposit Receipt - Quarterly exit

PART III CHANGES EFFECTIVE OCTOBER 31, 2021

What changes become effective on October 31, 2021?

The changes to the following documents, which are explained in this Part III, become effective on October 31, 2021:

- Account Agreement
- fee schedules –
 - *Commercial Banking (Non-Analysis) Fee Schedule*
 - *International Private Banking Fee Schedule*
 - *US Private Banking Fee Schedule*

What changed in the Account Agreement?

First, we made editorial changes to the Account Agreement.

- We re-ordered the sections by relevance under new or revised general headings to ensure that you are directed to the right information. We also re-ordered questions and answers within some sections to make them reader friendly.
- We clarified the wording and definitions and removed provisions that are duplicative or no longer relevant.

Second, we made the following changes to the content of the Account Agreement (each header below refers to the section of the agreement):

- Introduction
 - Some of our services and products require you to enter into separate agreements with us, such as the treasury solutions products for business clients. We explain that in the event of any conflict, the terms of the more specific

agreements will take precedence over the provisions in the Account Agreement.

➤ Account Terms and Disclosure – Part I (Deposit Products and Services)

- We added a description of foreign currency accounts offered by the Bank.
- We also added a description of our private banking services. We explained that domestic clients are enrolled in our US Private Banking (“**USPB**”) and international clients in our International Private Banking (“**IPB**”). However, certain Israeli clients may choose to enroll in the USPB service platform, and similarly, certain U.S. clients may choose to enroll in the IPB service platform, depending on the model of private banking that is more suitable given their specific circumstances. We further explained that clients whose relationship with the Bank is serviced by IPB are charged quarterly minimum balance and concierge fees, as described in the Account Agreement and the applicable fee schedule. These fees do not apply to clients whose banking relationship is serviced by USPB.
- We described the terms governing Uniform Transfers to Minors Act (UTMA) and Uniform Gifts to Minors Act (UGMA) accounts offered by the Bank.

➤ Account Terms and Disclosure – Part II (Deposit Account Ownership, Rights, and Authorization)

- We clarified our rights with respect to actions of secondary signers designated by you on personal accounts.
- We explained our right to close any account in case of conflicting demands or disputes among the account owners or authorized persons over the account. Upon closing the account, we can send the remaining balance to the last known address on file, and if the account is jointly held, to the owners jointly or to each owner in equal shares.

➤ Account Terms and Disclosure – Part III (Transactions in Your Account)

- We clarified our right to decline third-party checks deposited by you, or as appropriate, require documentation of authorization for us to accept such checks. You agree to indemnify us against any claims if we deposit or cash third-party checks in accordance with your instruction.

➤ Account Terms and Disclosure – Part IV (Funds Availability)

- We incorporated into this Part IV our *Funds Availability Policy* (available on the Bank’s website at www.leumiusa.com/account-terms-and-fees), which will be discontinued after October 31, 2021. We also clarified the funds availability rules for certain types of deposits (including cashier’s, travelers, and government checks) in new accounts, and corrected an error in the *Funds Availability Policy* to state that the first \$225 of check deposits of any type (subject to exceptions) will be available on the date of the deposit, which is consistent with the Bank’s funds availability practice.
- We also specified the cutoff times for purposes of determining the date of your deposit, as follows:

Product Name	Cutoff Time
At a Branch	<ul style="list-style-type: none">• when the Branch closes for business but not later than 4:00 p.m. Eastern Time
Checks deposited remotely via Leumi Deposit Capture or Leumi Mobile Check Deposit	<ul style="list-style-type: none">• 8:00 p.m. Eastern Time
Electronic deposits	<ul style="list-style-type: none">• 8:00 p.m. Eastern Time
Wire transfers	<ul style="list-style-type: none">• 4:30 p.m. Eastern Time• 4:00 p.m. Eastern Time for foreign exchange wires

➤ Account Terms and Disclosure – Part V (Available Balance, Posting Transactions, and Overdraft)

- We noted that checks ~~deposits~~ will be processed in the order of smallest to largest dollar amount, starting on

or before January 1, 2022.

- We clarified that the Bank's determination of nonsufficient funds and overdraft fees provided in this Part V does not apply to the Bank's analysis checking accounts. The relevant terms and fees are contained in the *Standard Overdraft Services* disclosure available on the Bank's website at www.leumiusa.com/account-terms-and-fees.

➤ Account Terms and Disclosures – Part VI (Funds Transfer Services)

- We created a new Part VI that provides important information about wires, ACH, and other funds transfer services provided by the Bank, which incorporates, with some revisions, the funds transfer provisions contained in the Bank Leumi Electronic Banking and Communications Policy and Agreement. That agreement is currently available to view on our website at <http://www.leumiusa.com/account-terms-and-fees> but will be discontinued after October 31, 2021. Please note that this Part VI does not apply to consumer electronic funds transfers that are covered in Part VII (Electronic Fund Transfer Disclosures) of the Account Agreement.
- Some of the important information you will find in this Part include our disclosures relating to:
 - The security procedures we have established to verify the authenticity of your payment orders. **Please read this provision carefully to understand your obligations with respect to the security procedures.** Your failure to use the security procedures offered by us can substantially contribute to the risk of fraud and your liability for the resulting loss.
 - Your obligation to provide complete and accurate information in your payment orders. You could lose funds caused by any errors in the information you provided.
 - The time you have to reverse any unauthorized ACH debits from your account: (i) 15 days after you receive notification of the transaction for consumer accounts and (ii) 1 business day after we post the transaction for business accounts.
 - The time you have to place a stop payment order on preauthorized funds transfers: at least 3 business days before the payment is scheduled to be made.
 - Your obligation to maintain a foreign currency account with sufficient available balance in order to send funds transfers in a foreign currency.
 - Notification regarding funds transfers. Incoming and outgoing funds transfers will be listed on your account statement. We may but have no obligation to provide you with any additional notice or receipt, except in the case of remittance transfers.
 - Your responsibility to report errors or fraud within 14 days after you receive the account statement (or any notice or receipt we send you). Otherwise, we have no obligation to pay you interest on any amounts we are required by law to refund you. In addition, if you do not provide the required documentation to support any claim of fraud within 14 days after our request, we have the right to consider the matter resolved.
 - The circumstances under which we can refuse to execute your payment orders.

➤ Account Terms and Disclosures – Part VIII (Other Account Information)

- For business accounts only: We explained that your failure to enroll in our fraud mitigations services (e.g., ACH Debit Block and Check Positive Pay), after we request you to do so, will preclude you from asserting any claim against us for paying unauthorized transactions that could have been detected or deterred using such services.
- We explained your liability if you do not close your account after we request you to do so for security reasons.

➤ Account Terms and Disclosures – Part IX (Deposit Account Statements and Notice)

- We clarified that we do not provide monthly statements for time deposit accounts.

➤ Account Terms and Disclosures – Part X (Account Errors and Adjustments)

- We clarified that the time you have to report unauthorized transactions provided in this section does not apply to funds transfers covered elsewhere in the Account Agreement under Part VI – Funds Transfer Services and Part VII – Electronic Fund Transfer Disclosures.
- We explained that if you do not provide the required documentation to support any claim of fraud covered in this section within 14 days after our request, we have the right to consider the matter resolved.

➤ Account Terms and Disclosures – Part XII (Security Interest in Property and Bank’s Right of Setoff)

- We clarified that our right of setoff against funds in your account will not apply to any accounts you hold in representative capacity, such as escrow and trust accounts.

➤ Certain Legal Information

- For purposes of determining the laws governing your account, we clarified that an account is located in the state of the Branch where (i) the account was opened if in person or (ii) the account is maintained.

➤ Privacy Notice

- We added a California Consumer Privacy Act (“**CCPA**”) Notice, which has been updated to include exemptions for data collected subject to the Fair Credit Reporting Act. Re-evaluation of the data categories collected has resulted in an adjustment to the “Biometric Information” category (the Bank does not collect such information from non-employees or contractors).

What changed in the fee schedules?

Please refer below for the highlights of the changes to the following fee schedules:

- for **Commercial Banking (Non-Analysis) Fee Schedule**, starting on page 7;
- for **International Private Banking Fee Schedule**, starting on page 8; and
- for **US Private Banking Fee Schedule**, starting on page 8.

COMMERCIAL BANKING (NON-ANALYSIS) FEE SCHEDULE

- We made the following changes to our **Commercial Banking (Non-Analysis) Fee Schedule**:

Fee Description	Change
Nonsufficient funds (checks and ACH only) per item	<ul style="list-style-type: none"> • Changed the name to “Nonsufficient funds per item (for both paid and returned ACH or checks) – or NSF” <ul style="list-style-type: none"> ○ Clarifies that the fee (i) will appear on statements in the abbreviated form of “NSF” and (ii) will be charged whether we pay or decline to pay ACH or checks when there are nonsufficient funds in the account
Overdraft interest rate	<ul style="list-style-type: none"> • Changed the name to “Overdraft interest rate – or Int” <ul style="list-style-type: none"> ○ Clarifies that the fee will appear on statements in the abbreviated form of “Int”

INTERNATIONAL PRIVATE BANKING FEE SCHEDULE

- We made the following changes to our **International Private Banking Fee Schedule**:

Fee Description	Change
Concierge banking per quarter	<ul style="list-style-type: none"> • Changed the name to “Concierge per quarter” • Explained that the concierge fee does not apply to certain eligible Israeli clients who elect to have their banking relationship serviced by US Private Banking • Eliminated reference to bespoke concierge banking services in the definition of “Qualified AUM”
Deposit of Travelers checks per item	<ul style="list-style-type: none"> • Fee is eliminated
Estate account (charged at account origination)	<ul style="list-style-type: none"> • Changed the name to “Deceased account administration” <ul style="list-style-type: none"> ○ Clarifies the purpose of the charge, consistent with the Bank’s fee practice
Nonsufficient funds (checks and ACH only) per item	<ul style="list-style-type: none"> • Changed the name to “Nonsufficient funds per item (for both paid and returned ACH or checks) – or NSF” <ul style="list-style-type: none"> ○ Clarifies that the fee (i) will appear on statements in the abbreviated form of “NSF” and (ii) will be charged whether we pay or decline to pay ACH or checks when there are nonsufficient funds in the account
Overdraft interest rate	<ul style="list-style-type: none"> • Changed the name to “Overdraft interest rate – or Int” <ul style="list-style-type: none"> ○ Clarifies that the fee will appear on statements in the abbreviated form of “Int”
Quarterly minimum balance fee	<ul style="list-style-type: none"> • Explained that the fee does not apply to certain eligible Israeli clients who elect to have their banking relationship serviced by US Private Banking

US PRIVATE BANKING FEE SCHEDULE

- We made the following changes to our **US Private Banking Fee Schedule**:

Fee Description	Change
Bespoke service	<ul style="list-style-type: none"> • Formerly referred to as “bespoke concierge banking services” in the definition of “Qualified AUM,” it is disclosed as a separate fee • Fee continues to be charged to clients who agree to receive bespoke services from US Private Banking under a separate agreement, which will be charged at the rate specified in the agreement
Concierge banking per quarter	<ul style="list-style-type: none"> • Fee is eliminated
IPB service	<ul style="list-style-type: none"> • Added new service fees that apply to certain eligible domestic clients who elect to have their banking relationship serviced by International Private Banking, as follows: <ul style="list-style-type: none"> ○ Minimum balance fee of \$75 per quarter

Fee Description	Change
	<ul style="list-style-type: none"> ○ Concierge fee of 0.20% of Qualified AUM per quarter (min. \$150.00 per quarter)
Nonsufficient funds (checks and ACH only) per item	<ul style="list-style-type: none"> • Changed the name to “Nonsufficient funds per item (for both paid and returned ACH or checks) – or NSF” <ul style="list-style-type: none"> ○ Clarifies that the fee (i) will appear on statements in the abbreviated form of “NSF” and (ii) will be charged whether we pay or decline to pay ACH or checks when there are nonsufficient funds in the account
Overdraft interest rate	<ul style="list-style-type: none"> • Changed the name to “Overdraft interest rate – or Int” <ul style="list-style-type: none"> ○ Clarifies that the fee will appear on statements in the abbreviated form of “Int”
Quarterly minimum balance fee	<ul style="list-style-type: none"> • Fee is eliminated