

Welcome to Bank of the West!

Please keep these important documents with your Deposit Account Disclosure for Personal Accounts booklet and retain them for future reference.

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Schedule of Fees and Charges for Personal Deposit Accounts

(Arizona, California, Colorado, Idaho, Iowa, Kansas, Missouri, Nebraska, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota*, Utah, Washington, Wisconsin, Wyoming Branches)

Effective July 2, 2019

This Schedule of Fees and Charges ("Schedule") applies to personal Accounts opened in the states referenced above. This Schedule, along with the Deposit Account Disclosure for Personal Accounts, current rate sheet, your current signature card, and any other addenda that may be provided to you at Account opening or from time to time thereafter form the Agreement between you and Bank of the West ("Bank") as to your checking, money market, savings, certificates of deposit, and retirement Accounts (collectively, the "Agreement"). The Bank reserves the right to add to, delete from, discontinue, or otherwise amend any product, service, fee or charge, package or program offering at any time with such notice as is required by law. To the extent that any of the terms or provisions of this Schedule of Fees and Charges conflict with those contained in any other document in the Agreement, the terms and provisions contained herein shall control. Capitalized terms shall have the same meaning as in the Agreement, unless otherwise defined herein. We regret that this document is not available in languages other than English. Please make sure that you understand all terms and conditions applicable to your deposit Account(s) and services.

ATM Cards and Debit Cards	
ATM Card/Debit Card Purchases	No charge
ATM Statements	\$2 each
Foreign Currency Transactions	
MasterCard® Fee	1% of transaction amount
Bank of the West Fee	2% of transaction amount
Non-Bank of the West ATM Transactions	
Balance Inquiry	\$2.50 per inquiry
Transfer	\$2.50 per transfer
Withdrawal	\$2.50 per withdrawal
Debit Card Cash Advance Withdrawal at a financial institution that displays the MasterCard® Logo	\$3 per withdrawal
ATM Card or Debit Card Reissuance (Lost or Stolen)	\$5 per card
Expedited Domestic Delivery of ATM/Debit Card	\$25 per card
Expedited International Delivery of ATM/Debit Card	\$65 per card
Debit Rewards Annual Membership	\$15 per year
IRA	
IRA Annual Fee	\$12 per plan
IRA Transfer or Closing Fee	\$25 per plan
Night Depository	
Annual Fee	\$20 per year
Key Deposit (non-refundable)	\$5 per key
Online Banking	
External Transfers	
Standard (3 business days) External Transfer – Web Fee	\$3 each
Next Business Day External Transfer – Web Fee	\$10 each
Zelle® Payments	No charge
Online Bill Pay	
Same Day Online Bill Payment – Transaction Fee	\$10.95 each
Overnight Check – Transaction Fee	\$17.50 each

Overdrafts and Returned Items	
Overdraft Fee or Returned Item Fee	\$35 each Item
\$5 Overdraft Buffer: No Overdraft Fees will be assessed on your checking or money market Account if at the end of the Business Day your Account's Available Balance is overdrawn by \$5 or less after all transactions have posted.	
Daily Maximum: No more than five (5) Overdraft and/or Returned Item Fees will be applied on any one (1) Business Day per checking or money market Account.	
Overdraft Fee Eraser: Upon request, we will refund one (1) Overdraft Fee or Returned Item Fee in a rolling 12 month period.	
Extended Overdraft Fee: If your checking or money market Account remains overdrawn \$15 or more for five (5) consecutive Business Days	\$30 on the sixth Business Day
Overdraft Programs	
Savings Overdraft Protection Transfer Fee	\$12 each day that a transfer occurs
Gold Line (credit approval required)	Refer to the Gold Line Account Agreement and Disclosure Statement
Safe Deposit Box	
Set-Up Fee	\$20 per box
Annual Fee	Varies
Safe Deposit Box Forced Opening	Varies based on cost to Bank
Statements	
Check Safekeeping	No charge
Image Statement (front of checks only)	\$2 per statement cycle. Money Market Accounts – no charge
Image Statement (front and backs of checks)	\$3 per statement cycle
Copy of a Statement	\$5 each
Ongoing Duplicate Statements	\$5 each
Snapshot Statement	\$2 each
Special Schedule Statements (off-cycle)	\$5 each
Paper Statement Fee	\$3/month per checking Account
Charged each monthly statement cycle you receive a paper statement (fee also applies to each checking Account subject to the fee in a combined statement). Fee waived for Bank of the West Premier Checking OR if any Account owner is age 65 years or older OR Account ownership is ineligible for Online Banking access OR Account has Alternative Statement Option of Audio, Braille, or Large Font.	

*Doing business in South Dakota as Bank of the West California



Other Charges	
Account Research	
Research Time	\$30/hour (\$30 minimum)
Item Copies	\$1 each
Cashier's Check	\$10 each
Check Cashing Fee (Bank of the West "on us" check in excess of \$50)	\$9.50 per check
Check Cashing Fee is waived for (1) deposit Account customers; (2) minors; (3) Bank of the West cashier's checks; and (4) Checks drawn on a Bank of the West deposit Account in the name of any government agency.	
Check Printing	Varies with style
Sightline Checks for the visually impaired	No charge
Collection Fee	
Domestic	\$20 per Item
Foreign	See below
Copies of Deposit Slips or Paid Checks	
Standard Requests or Telephone Banking Requests	No charge for the first 2 copies per statement cycle, then \$2 each
Instant requests	\$2 each
Copy of draft for POS Transaction	\$3 each
Counter Check Fee	\$1 per check, minimum 4 checks
Deposited Item Returned	\$15 each
Re-Deposited Item	\$4 each
Excess Withdrawal Fee (savings and money market Accounts)	\$15 each
Foreign Currency	
Exchange	\$5 per transaction
Standard Shipping Fee	\$12 per transaction
Priority Shipping Fee	\$15 per transaction
Foreign Draft Stop Payment	\$30 each
Foreign Items Deposited	
Collection	\$50 per Item
Cash Letter	\$5 per Item
Inactive Account Letter	\$2 each
Legal Process (excluding subpoena)	\$150 per process
Letter Providing Account Information	\$10 each
Medallion Guarantee (Securities)	\$10 each
Money Order	\$5 each
Reconcile Accounts	\$10 each hour (or fraction thereof; \$10 minimum)
Stop Payment Fee (check, third party transfer, electronic)	\$35 each order
Verification of Deposit	\$25 each
Written Deposit Confirmation Fee	\$5 each

Wires	
Incoming Wire (Domestic or International)	\$15 each
Outgoing Domestic	
Wire	\$35 each
Direct Wire Repetitive Transfer--Phone Initiation	\$17 each
Outgoing International	
Wire	\$50 each
US \$ Direct Wire Repetitive Transfer-- Phone Initiation	\$20 each
Other Wire Services	
Tax Payments – Branch	\$30 each
Drawdown (Reverse Wire)	\$35 each
Incoming Wire Notification	
Telephone Notification	\$15 each
Mail Advice	\$4 each
Manual Fax	\$8 each
Tracer Requests	
Domestic	\$20 each
International	\$35 each
Miscellaneous	
Outgoing Domestic – Wire Repair	\$10 each
Outgoing International – Wire Repair	\$10 each
Receiving Bank Repair Charge	Varies
Returned Incoming Wire (Customer Request)	\$30 each
Returned Outgoing Wire Transfer	\$12 each
Wire Transfer Adjustment	\$30 each
Standing Orders (Automatically Recurring)	
Domestic Wire	\$10 each
International Wire	\$15 each
Book Transfer Wire	\$5 each
Maintenance	\$5 each
Telephone Inquiry (Phone or Branch)	\$15 each
Pass Through (from Correspondents)	\$30 each

Consumer Checking	
Type of Account¹	Any Deposit Checking
Minimum Amount to Open	Any Amount
Pays Interest	No
Monthly Service Charge	\$10 (waived for the first two (2) statement cycles for new Accounts)
Ways to Waive Monthly Service Charge	Make at least one (1) deposit of any amount to the Account during the statement cycle, such as direct deposit, mobile deposit, ATM deposit, or in-branch deposit (does not include fund transfers between Bank of the West Accounts or any credits from Bank of the West) OR Any owner on the Account under age 25
Paper Statement Fee	\$3/month per Account, charged each monthly statement cycle you receive a paper statement (fee also applies to each Account subject to the fee in a combined statement). Fee waived – if any Account owner is age 65 years or older OR Account ownership ineligible for Online Banking access OR Account has Alternative Statement Option of Audio, Braille or Large Font.
Other Charges	See <i>Schedule of Fees and Charges for Personal Deposit Accounts</i> for other fees that may apply.

¹ If you do not qualify for this checking product, you may be offered an alternate checking product.



Consumer Savings and Money Market Accounts				
Type of Account	Classic Savings	Choice Money Market Savings	Money Market Premier	Assurance Money Market
Minimum Amount to Open	\$25	\$100	\$10,000	\$10,000
Pays Interest	Yes	Yes	Yes	Yes
Monthly Service Charge	\$5	\$15	\$15	\$15
Ways to Waive Monthly Service Charge	<p>Meet at least one of the following each month:</p> <ul style="list-style-type: none"> • Make a single transfer of \$25 or more from a Bank of the West consumer checking Account through the Auto-Save program¹ <p>OR</p> <ul style="list-style-type: none"> • Maintain an average monthly balance of at least \$300 in this Account <p>OR</p> <ul style="list-style-type: none"> • Primary Account owner is age 18 or younger 	<p>Meet at least one of the following each statement cycle:</p> <ul style="list-style-type: none"> • Make a single transfer of \$75 or more from a Bank of the West consumer checking Account through the Auto-Save program¹ <p>OR</p> <ul style="list-style-type: none"> • Maintain an average monthly balance of at least \$5,000 in this Account <p>OR</p> <ul style="list-style-type: none"> • Maintain a Bank of the West Premier Checking Account. Refer to the Bank of the West Premier Program disclosure for details. 	Maintain a \$10,000 average monthly balance in this Account each statement cycle.	Maintain a \$10,000 average monthly balance in this Account each statement cycle.
Transaction Limits	Federal regulations require that all money market and savings Accounts be strictly limited to a total of no more than six (6) transactions by check, draft, debit card, or similar order payable to third parties and/or pre-authorized, automatic or telephone transfers from the Account either to a third party or to another Account (includes Online Banking transfers) per statement period, for money market Accounts, or calendar month, for savings Accounts. For each such transaction in excess of six (6), an Excess Withdrawal Fee will be charged, regardless of the Account balance, other fees, or type of withdrawal. There is no limit to the number of withdrawals paid directly to you by mail, messenger, ATM, or in person.			
Excess Withdrawal Fee	\$15 each	\$15 each	\$15 each	\$15 each
Other Charges	See <i>Schedule of Fees and Charges for Personal Deposit Accounts</i> for other fees that may apply.			

Certificate of Deposit and Individual Retirement Accounts		
Type of Account	Certificates of Deposit (CDs)	Individual Retirement Accounts (IRA CDs)
Minimum Amount to Open	Flexible Term CD: \$1,000 Premium Money Market CD: \$2,500 7-31 Day CD: \$100,000	Premium Money Market IRA CD (91 days to 24 months): \$100 Flexible IRA CD (12-60 months): \$100 IRA Add-On CD ² (12 Months): \$100
Pays Interest	Yes	Yes
Early Withdrawal Penalty	See <i>Deposit Account Disclosure</i> booklet for details.	
IRA Annual Fee	N/A	\$12 per plan
IRA Transfer or Closing Fee	N/A	\$25 per plan
Other Charges	See <i>Schedule of Fees and Charges for Personal Deposit Accounts</i> for other fees that may apply.	

¹ If there are not sufficient funds in your checking Account to complete a scheduled transfer, such as an Auto-Save, to your savings or money market Account, no transfer will occur, even if you have available overdraft protection for your checking Account through Savings Overdraft Protection and/or Gold Line. This means that if your savings or money market Account monthly service charge would have been waived as a result of an eligible Auto-Save or recurring transfer from your checking Account, you may incur a monthly service charge for that statement cycle.

² Additional deposits into an IRA Add-On CD will earn the interest rate that was in effect when the Account was opened or renewed. Additional deposits of \$100 or more can be added at any time, subject to contribution limits.

ATM and Debit Card Transaction Types and Limitations						
Card Type	ATM Withdrawals and Transfers¹		Point-of-Sale Transactions		Cash Advances²	
	Frequency	Dollar Amount Limitations³	Frequency	Dollar Amount Limitations³	Frequency	Dollar Amount Limitations³
ATM Card	Unlimited	Up to \$500 per day	N/A	N/A	N/A	N/A
Debit Card⁴	Unlimited	Up to \$500 per day	Up to 30 merchant transactions per day	Up to \$3,500 worth of goods and services per day	Unlimited	Up to \$1,000 per day

¹ Dollar amount limitation on non-Bank of the West ATM transactions includes any fees imposed by the ATM owner

² Using your Debit Card to obtain cash from other financial institutions using the MasterCard® Network

³ Subject to funds availability

⁴ Except Bank of the West Premier Debit Card. Refer to the *Bank of the West Premier Program Addendum to the Deposit Account Disclosure and Schedule of Fees and Charges* for transaction types and limitations applicable to the Bank of the West Premier Debit Card.

ADDENDUM TO THE DEPOSIT ACCOUNT DISCLOSURE For Personal Accounts (All States)

This Addendum reflects a clarification to the Deposit Account Disclosure for Personal Accounts and is effective immediately or as otherwise noted.

This Addendum, together with the applicable Schedule of Fees and Charges, Deposit Account Disclosure for Personal Accounts, current Rate Sheet, your signature card and any other addenda that were provided to you at Account opening or from time to time thereafter with reference to your deposit Account(s), form the agreement ("Agreement") between you and Bank of the West ("Bank," "we," or "us"). Except as expressly stated below, all other terms and conditions in our Agreement with you continue in full force and effect. We reserve the right to add to, delete from, discontinue or otherwise amend any product, service, fee or charge, program or package offering at any time with such notice as is required by law. Maintaining your Account after the effective date of this addendum constitutes your acceptance of the revised terms and conditions. Unless otherwise defined herein, the capitalized terms contained in this Addendum shall have the same meaning as the terms defined in the Agreement.

New provision included as follows:

Compliance with Non-US Tax Laws and Regulations

This section is applicable to any individual non-resident alien and any individual non-resident Ultimate Beneficial Owner of a Private Investment Vehicle such as a trust or family partnership.

You understand:

- The responsibility to understand and comply with all tax obligations and requirements applicable to you under the laws and regulations of the country in which you reside and any other relevant jurisdiction.
- The responsibility to seek, when necessary, independent professional advice.
- The obligations include the obligation to disclose to all applicable tax authorities all accounts you hold with us, all assets and investments (including available investments, securities and other investments) deposited with us under your name or for which we are acting as intermediary, and any income or dividends resulting therefrom, as required by the applicable country's laws and regulations.
- Your obligations and requirements under the applicable tax laws and regulations.

You affirmatively state to us that all your accounts with us, all assets and investments (including available investments, securities and other investments) deposited with us or for which we are acting as intermediary, and any income or dividends resulting therefrom, are currently and will continue to be fully disclosed to the tax authorities (or any other competent authority) in the country in which you reside (is located) and any other relevant jurisdiction.

You agree:

- To fully comply with all applicable tax laws.
- To accept the consequences of the tax laws and regulations applicable to you.
- That if any of the statements or agreements in this section are incorrect or in the future become incorrect, and you do not immediately correct the situation and prove the correction to us, we, in our sole discretion, may terminate the relationship with you without prior notice and without liability to you.

Change to Funds Availability Policy:

The Funds Availability Policy section of the Deposit Account Disclosure for Personal Accounts (Revised December 1, 2018) is amended as follows and is effective November 8, 2019. In general, new wording is in **bold print**.

Page 24 - Your Ability to Withdraw Funds: Second sentence was modified to add: "...will be available on the Business Day we receive the deposit **(excluding the opening deposit to a certificate of deposit using our Online Banking)**".

Page 25 - Special Rules for New Accounts: Second paragraph, first sentence was modified so that it now reads: Funds from electronic Direct Deposits and wire transfers to your Account will be available on the day we receive the deposit **(excluding the opening deposit to a certificate of deposit using our Online Banking)**.



**ADDENDUM TO THE DEPOSIT ACCOUNT DISCLOSURE
For Personal Accounts (All States)
Effective December 1, 2019**

This Addendum reflects changes to the Deposit Account Disclosure for Personal Accounts (Effective December 1, 2018). All amendments are reflected in the upcoming Deposit Account Disclosure for Personal Accounts booklet (Effective December 1, 2019). If you would like a copy of the December 1, 2019 booklet, please contact your branch or call us at the number indicated below on or after December 1, 2019. Otherwise, please keep this Addendum and all additional addenda provided to you with your existing disclosure booklet.

This Addendum, together with the applicable Schedule of Fees and Charges, Deposit Account Disclosure for Personal Accounts, current Rate Sheet, your signature card and any other addenda that were provided to you at Account opening or from time to time thereafter with reference to your deposit Account(s), form the agreement ("Agreement") between you and Bank of the West ("Bank," "we," or "us"). Except as expressly stated below, all other terms and conditions in our Agreement with you continue in full force and effect. We reserve the right to add to, delete from, discontinue or otherwise amend any product, service, fee or charge, program or package offering at any time with such notice as is required by law. Maintaining your Account after the effective date of this addendum constitutes your acceptance of the revised terms and conditions. Unless otherwise defined herein, the capitalized terms contained in this Addendum shall have the same meaning as the terms defined in the Agreement.

What Was Amended? The Deposit Account Disclosure for Personal Accounts Revised December 1, 2018 was amended as follows. Note: Where required, changes to the table of contents were made and are not specifically noted here. In general, new wording is in **bold** print.

Universal Changes: "Account holder" was changed to "Account Holder." "Co-Owner," "Owner," or "Account owner" was changed to "Account Holder." "collected balance" was changed to "Collected Balance." "everyday Debit Card transactions" was changed to "Everyday Debit Card Transactions." "recurring Debit Card transactions" was changed to "Recurring Debit Card Transactions." "Set off" was changed to "**set-off**."

The use of "... " indicates that the beginning or remainder of the sentence remains unchanged and is not included in this Addendum.

Cover Page Booklet: Title now includes "**...and Safe Deposit Box Rental Agreement Terms and Conditions**"

Page 5 – The header "**Deposit Account Agreement**" was added at the top of the page.

Page 5 – The Agreement: The last paragraph was modified so that it now reads: "...Note: All financial institutions are required by law to validate that their customers, customers' vendors, and others involved in **transactions conducted with or through the Bank** are not a **Sanctions Target** and **we** are prohibited from conducting transactions with **Sanctions Targets including Sanctioned Countries. We comply with and review our customers and others involved in transactions with us and with our customers pursuant to Sanctions Laws.** We may decline to do business with and/or to conduct transactions with any person or entity **whether or not the person or entity is a Sanctions Target.**"

Page 6 – Reservation of Rights: Second sentence was modified so that it now reads: "We reserve the right to close any Account at any time **with or** without prior notice, with or without cause."

Last sentence added: "**No provision in this Disclosure shall be deemed to override the terms of this Reservation of Rights section.**"

Page 6 – Governing Law: Title now includes "**Compliance with Law and Governing Law**"

First sentence added: "**You agree to comply with applicable laws and regulations and may not use your Account or related services directly or indirectly for any illegal transaction or activity.**"

Changes were made to the following **IMPORTANT DEFINITIONS** as follows:

Page 7 - Available Balance: Definition was modified so that it now reads: "The total amount of funds on deposit for **or those funds posted to** your Account reduced by any deposit holds, authorization holds, pledges, restraints and pending transactions."

Page 9 - Important Definitions: New definitions have been added to this section and will be inserted alphabetically as follows:

"**Sanctioned Country.** Any country or territory that is, or whose government is, the target of economic or trade sanctions under Sanctions Laws."

"**Sanctions Laws.** Any economic, trade, financial sanctions and/or terrorist financing laws, regulations, embargoes or restrictive measures enacted or imposed by any governmental or quasi-governmental authority, including but not limited to the U.S. Departments of State, Commerce, or the Treasury including its Office of Foreign Assets Control ("OFAC"), the United Nations, the European Union and the French Republic (collectively "Sanctions Authority"), that are applicable to the Bank or BNP Paribas SA."

"**Sanctions Target.** Any individual or entity that resides in, or is organized under the laws of, a Sanctioned Country; the government of any Sanctioned Country; or any individual or entity designated as a target or subject to sanctions by a Sanctions Authority, including any entity that is 50% or more owned by individuals or entities who are Sanctions Targets."

Page 11 - Representative Payee Account: First paragraph was modified so that it now reads: "...or **Veterans Administration (VA)** to receive social security payments or **VA payments** for a beneficiary who is otherwise unable to manage his or her finances..." "...or **VA** may be deposited to a Representative Payee Account..." **"If a beneficiary is receiving both social security and VA payments, separate Accounts must be opened."**

Page 16 –New section Check Cashing by your Payees was added between Check Cashing and Check Cashing Fee – Bank of the West Check:

"We may require reasonable identification to cash any Item drawn on your Account presented by the payee. We will decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include without limitation, complete name, permanent street address, Taxpayer Identification Number, birthdate, occupation or business, and an identification number such as a driver's license or passport, the payee's phone number, date of birth, Social Security Number or collection of a thumbprint or fingerprint. Should your payee decline or be unable to provide any of the required information, we may decline to cash the Item. You agree that we shall have no liability including, without limitation, liability for wrongful dishonor for our refusal to cash an Item under these conditions."

Pages 20-21 - Order of Paying Checks and Other Items: First paragraph, after subclause (6) was modified so that it now reads: **"... (7) sweep transactions to or from your Account; and (8) monthly service charges."**

First paragraph, fourth sentence was modified to remove the term "six" so that it now reads: "Within each of the groups discussed above,..."

Page 24 - Your Ability to Withdraw Funds: Second sentence was modified to add: **"...will be available on the Business Day we receive the deposit (excluding the opening deposit to a certificate of deposit using our Online Banking)"**.

Second paragraph was added: **"Incoming wire transfers are subject to review under Sanctions Laws and for other reasons and may require additional information be provided to the Bank. Such funds will be available if the review is successfully completed. Refer to "Reservation of Rights to Funds Transfers" in the FUNDS TRANSFERS section of this Agreement."**

Page 25 – Special Rules for New Accounts: Second paragraph, first sentence was modified so that it now reads: Funds from electronic Direct Deposits and wire transfers to your Account will be available on the day we receive the deposit **(excluding the opening deposit to a certificate of deposit using our Online Banking)**.

Page 27 – Changes were made as follows to Closure of the Account:

First sentence was modified so that it now reads: "We may close your Account at any time, with or without cause, **with or without prior...**"

Third sentence was modified so that it now reads: **"Any prior notice depends on the circumstances..."**

Second paragraph, first sentence was modified so that it now reads: "...your Account may be closed without **any** notice to you."

Page 34 – Effect of Authorization Hold on Other Transactions: Subclause (1), third sentence was modified to remove "...for paying a charge..."

Page 37 – Sections were added between Consumer Liability of Unauthorized Transfers and Mastercard® Debit Card Zero Liability and those read as follows:

"Settling with the Merchant

You may have to settle directly with the merchant any disputes that you have about goods and services that you purchase using your Card. If a merchant misrepresents the quality, price, or warranty of goods or services that you pay for using your Card, we are not responsible for any damages or liability that result from such misrepresentation."

"Returned Merchandise

If you or an authorized user of your Card subsequently returns merchandise or requests credit for services purchased with your Card, the merchant or other third party may furnish you with a credit slip or receipt. You must save this credit slip or receipt and compare it with your Account statement. We will not process any credit transaction to your Account without proof that a credit has been issued by the merchant."

Page 40 – Reservation of Rights on Funds Transfers: New first paragraph added: **"All incoming and outgoing Funds Transfers are subject to review under Sanctions Laws and for other purposes and, as such, may be delayed or stopped at any point in the payment process. You and any party involved in a Funds Transfer may be required to provide information concerning a Funds Transfer at any time."**

Page 41 – ACH AND INTERNATIONAL ACH TRANSACTIONS: First sentence was modified so that it now reads: "Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against **lists contained in various Sanctions Laws, including OFAC's Specially Designated Nationals (SDN) list."**

Page 42 - Compounding and Crediting Frequency: First sentence was modified so that it now reads: "Interest will be credited monthly on interest-bearing business checking, savings, and money market Accounts. Refer to the Bank's current Rate Sheet **(or the related Account Addendum, if applicable)** to determine the compounding frequency for your checking, savings or money market Account, as applicable."

Page 45 - Automatically Renewable Certificates of Deposit: First sentence was modified to so that it now reads: "An automatically renewable CD will automatically renew at maturity for the same term (**unless we tell you otherwise**)."

Pages 54-55 – New section was added after **Notice to All Non-Resident Aliens:**

"Compliance with Non-US Tax Laws and Regulations

This section is applicable to any individual non-resident alien and any individual non-resident Ultimate Beneficial Owner of a Private Investment Vehicle such as a trust or family partnership.

You understand:

- The responsibility to understand and comply with all tax obligations and requirements applicable to you under the laws and regulations of the country in which you reside and any other relevant jurisdiction.
- The responsibility to seek, when necessary, independent professional advice.
- The obligations include the obligation to disclose to all applicable tax authorities all Accounts you hold with us, all assets and investments (including available investments, securities and other investments) deposited with us under your name or for which we are acting as intermediary, and any income or dividends resulting therefrom, as required by the applicable country's laws and regulations.
- Your obligations and requirements under the applicable tax laws and regulations.

You affirmatively state to us that all your Accounts with us, all assets and investments (including available investments, securities and other investments) deposited with us or for which we are acting as intermediary, and any income or dividends resulting therefrom, are currently and will continue to be fully disclosed to the tax authorities (or any other competent authority) in the country in which you reside (is located) and any other relevant jurisdiction.

You agree:

- To fully comply with all applicable tax laws.
- To accept the consequences of the tax laws and regulations applicable to you.
- That if any of the statements or agreements in this section are incorrect or in the future become incorrect, and you do not immediately correct the situation and prove the correction to us, we, in our sole discretion, may terminate the relationship with you without prior notice and without liability to you."

Page 55 – Remove section in its entirety - "**SAFE AND SELF SECURED DEPOSIT BOXES**"

Pages 56-58 – Changes were made as follows to **RESOLUTION OF DISPUTES BY ARBITRATION:**

First paragraph, second sentence was modified so that it now reads: "...**EXCEPT AS THIS PROVISION OTHERWISE PROVIDES**,..."

Agreement to Arbitrate Disputes was modified so that the first sentence now reads: "**Except as this provision otherwise provides, if...**"

Disputes Covered By Arbitration was modified so that the first paragraph now reads: "**Except as this provision otherwise provides, any dispute relating to or arising out of your Account or this Agreement, including any aspect of any agreement that is governed by this Agreement, or prior or later versions of this Agreement as well as any changes to the terms of this Agreement, will be subject to arbitration. Except as expressly provided, all disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such Account, including, without limitation, safe deposit box services, wire transfer services, your use of any of the Bank's banking locations or facilities, or to any means you use to access your Account(s). Disputes also include any claims that arose before we entered into this Agreement (such as disputes related to advertising) and after the termination of this Agreement...**"

Second paragraph was added: "**After the conclusion of the arbitration of any dispute that is subject to the preceding paragraph, to the extent available to you under applicable law, you may seek the remedy of public injunctive relief, as defined in *McGill v. Citibank*, 2 Cal. 5th 945 (2017). Such request must be brought in a court of competent jurisdiction, and not in arbitration.**"

Arbitration Procedure: Sixth paragraph was added: "**If you seek a total recovery of \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.**"

No Class Action or Joinder of Parties: Last sentence was added: "**If the remedy is available to you under applicable law, this paragraph does not affect your ability to seek public injunctive relief, as defined in *McGill v. Citibank*, 2 Cal. 5th 945 (2017), pursuant to the process described in this provision.**"

Page 58-60 – Changes were made as follows to **INFORMATION ON THE BANK SECRECY ACT:**

Title "**INFORMATION ON THE BANK SECRECY ACT**" has been modified so that it now reads: "INFORMATION ON THE BANK SECRECY ACT **AND SANCTIONS LAWS**"

First paragraph, second sentence was added: "**We are also required to comply with Sanctions Laws.**"

Paragraph was added after **Questions or Additional Information**:

“Sanctions Laws

You agree to comply with Sanctions Laws and laws and regulations relating to anti-bribery, anti-money laundering, and the fight against terrorism. You represent that you are not a Sanctions Target. You agree not to use your Account to engage in any activity or transactions directly or indirectly involving a Sanctioned Country or Sanctions Target. You agree that the Bank may refuse to process or delay any fund requests or transfers and/or freeze or restrict your Account if you are a Sanctions Target or if you attempt to engage, or engage, in transactions involving a Sanctioned Country or Sanctions Target. You agree to notify the Bank immediately if you become a citizen or temporary or permanent resident of a Sanctioned Country.”

Pages 62-63 – Changes were made as follows to **Our Communications with You**:

Second paragraph, first sentence was modified so that it now reads: “...any current or future accounts, loans or other banking services, with the exception of **any alerts applicable to your Account or any service.**”

Second paragraph, second sentence was modified so that it now reads: “Our communications with you regarding **any alerts** are governed by the Terms and Conditions applicable to **such alerts.**”

Page 63 - New section was added after **Retaining Records**:

The following Safe Deposit Box Rental Agreement Terms and Conditions supersedes your existing Safe Deposit Box Rental Agreement Terms and Conditions.

“SAFE DEPOSIT BOX RENTAL AGREEMENT TERMS AND CONDITIONS

This Safe Deposit Box Rental Agreement Terms and Conditions (“SDB Agreement”), together with the Safe Deposit Box Rental Signature Card or other safe deposit box rental agreement you have on file with us, and the Schedule of Fees and Charges for Personal Deposit Accounts or the Schedule of Fees and Charges for Business Deposit Accounts, as applicable, as those documents are added to, deleted from or otherwise amended from time to time, form the contract between us concerning your safe deposit box rental with us.

Definition. A Safe Deposit Box (“Box”) is an individually secured container located in a branch vault (or other secured area within a branch) used to store possessions which you deem valuable, including important documents, etc. Boxes are available for rent in various sizes at select branch locations. Capitalized terms used herein but not otherwise defined herein shall have the definitions assigned to such terms in the Deposit Account Disclosure for Personal Accounts or the Deposit Account Disclosure for Business Accounts, as applicable (each, as applicable, the “Agreement”).

If you are a party to a Safe Deposit Box Rental Agreement or another form of box rental agreement or if you use our Box services, such as pay annual fees arising from the rental of the Box (“Box Fees”), have or receive Box keys or access a Box, you (“Renter”) agree to the following terms and conditions:

Our Agreement and Responsibilities. We agree to lease to you a Box located in our vault pursuant to this SDB Agreement, as it is added to, deleted from or otherwise amended from time to time in accordance with this SDB Agreement. Our only responsibility under this SDB Agreement with respect to Box services is to exercise ordinary care in allowing access to the Box and in the safekeeping of the Box vault area. If we do this, we will not be liable to you in any way.

Your Agreement and Responsibilities. You acknowledge receiving two keys which you agree not to duplicate. If you lose either of the keys, you agree to notify us immediately. You agree to pay our usual charges for lost keys or for a locksmith’s services, if needed, to open the Box, whether before or after the Box is surrendered. You must return all keys upon surrender or forfeiture of your Box or upon termination of this SDB Agreement.

Contents; Nebraska Limitation. You agree to put only possessions which you deem valuable in the Box. You will not use the Box to store any liquids, narcotics, weapons, contraband, anything the possession of which is prohibited by law or regulation, any property of an explosive, malodorous or destructive nature, or anything which is or may become a nuisance to us or to any other customer. In Nebraska, you agree not to place money, currency, jewelry, bearer securities, tangible property of value or choses in action in the Box. If you do so, however, you shall assume the entire risk of loss thereof or damage thereto without liability on our part for any loss or damage in any event or for any cause. We may require you to close the Box immediately if we have reasonable cause to believe you have violated this section, and if you do not do so, we may force open the Box and remove its contents. If we believe the contents present an immediate threat, we may force open the Box without prior notice to you. In such cases, you will be responsible for our expenses for forcing open the Box. Except as otherwise specified in this SDB Agreement, in the event we remove the Box contents for any reason, such contents will be inventoried and held in safekeeping; provided that you agree that we may turn over to law enforcement or any other governmental agency any item which we believe, in our sole discretion, to be prohibited by the terms of this SDB Agreement, and we will bear no liability for doing so. You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, judgments, liability, costs, and expenses related to or arising out of any actions we take with respect to such prohibited items. Your indemnification obligations under this provision shall survive any termination of our relationship with you. If you place property in the Box which causes damage to the Box, you will be liable to us and promptly reimburse us for the cost to repair or replace the Box.

Term; Fees; Failure to Pay. The Box is rented on an annual basis. You agree to pay all Box Fees in advance, including a non-refundable set up fee at the time the Box is rented. The rental of the Box is renewed annually unless you or we terminate the rental in accordance with the terms of this SDB Agreement. We may change the Box Fees at the end of any annual lease period with 30 days prior written notice to you. Box Fees, with the exception of the annual rental fee, can be found in the Schedule of Fees and Charges for Personal Deposit Accounts or the Schedule of Fees and Charges for Business Deposit Accounts, as applicable.

You authorize us to debit a designated checking, savings or money market Account maintained by you (whether individually or jointly or in trust where you are the settlor-trustee) to pay for any unpaid Box Fees, but we are not required to do so. If you designate an Account that contains protected funds, you authorize us to debit such Account regardless of the presence of such protected funds. At our option, we may refuse to permit you access to the Box at any time the Box Fees are unpaid. If the Box Fees are not paid when due, a late fee may be charged. If you fail to pay any Box Fees and we are unable to debit any Account to pay those Box Fees, we are entitled to terminate this SDB Agreement and cause the Box to be opened and the contents thereof to be removed, inventoried, and held in safekeeping. To the extent permitted by law, we have a lien on the contents of the Box. Absent a lien, to the extent permitted by law, you grant us a security interest in the contents of the Box. In compliance with applicable State law, we will give you prior written notice of your failure to pay the Box Fees and of our intention to force open the Box. In the absence of any applicable State law, we will mail a notice to your last known address by mail, return receipt requested, advising that you have 30 days to pay all unpaid Box Fees in order to avoid our forcing open the Box, and taking inventory of and storing in safekeeping its contents. All Box contents will be handled and maintained pursuant to applicable State laws and/or regulations. To the extent we are legally permitted to do so, we may exercise any rights we have to recover unpaid Box Fees from the contents; otherwise, we will handle the contents in accordance with the applicable State laws on unclaimed and abandoned property.

Risk; Insurance. You acknowledge that neither we nor the FDIC has insured the Box's contents. You acknowledge that it is not possible for us to guard against every possible physical loss. Accordingly, we recommend that you obtain insurance for the contents of the Box from your personal insurance company.

Limitation of Liability; No Presumptions of Negligence of Bank. The relationship between us and you is that of lessor and lessee and NOT bailor and bailee. We are not liable for any loss or damage caused by any failure of the vault doors or locks to operate. We are not liable to you for loss or damage to the contents of your Box caused by fire, flood, earthquake, water damage (including water damage caused by fire-suppression systems), burglary, riot, war or any other event beyond our reasonable control. No loss, damage or breach of duty by Bank shall be presumed or established by your alleging the loss or disappearance of any of the Box's contents from one entry to another. Further, your allegation of loss or damage to the Box contents shall not impose the burden of proof on us to prove that the loss/damage was not caused by us or our agents. We are not liable to you for incidental or consequential damages. Our liability for any loss in connection with the Box for whatever reason shall not exceed the greater of twenty (20) times the annual rent charged for the Box or \$20,000.

No Right to Sublease or Transfer Your Rights. You may not sublet the Box; nor is your right to rent the Box to, or transfer or assign any other right under this SDB Agreement to, another person or entity.

Change of Box. We reserve the right to change the Box's location or to substitute a Box of similar size if we do not charge you for making the change.

Access to Box; Reviewing the Box Contents; Agents; Waiver of Privacy. Access to the Box is limited to our normal business hours on any Business Day. You agree that we will only admit you or your authorized and designated Agent into the Box vault area and that access may be only in the presence of a Bank employee. We may refuse to allow more than two persons in our vault at the same time. You agree that you and/or your Agent will furnish us with personal identification acceptable to us and will sign any appropriate entry form prior to being granted access to the Box vault area and the Box. Each Renter of a Box shall have the power to appoint, in writing, an Agent without the consent of any other Renter of the Box. Each Renter of a Box or his/her respective Agent, acting independently, shall have the authority to access the Box at any time to remove any or all of its contents and/or surrender the Box. We provide room(s) for you to examine the contents of the Box. Should you wish to examine the contents of the Box in the vault, you do so in the presence of our employee and, thus, you waive any right to privacy claim against us and expressly assume the risk of breach of confidentiality as to the contents of the Box. It is your obligation to remove and replace the Box in our vault. You may not remove your Box from our premises. You acknowledge that any handling of the Box by our employees or agents is done as an accommodation for you, and you release us from any loss or damage that may arise as a result of the handling of the Box by our employees or agents.

Access after Incapacity or Death of any Co-Renter. You agree to notify us in writing of the death or incapacity of any person who has a right of access to the Box. We shall not be liable for permitting an Agent to have access to or to remove any or all of the Box's contents until such time as we receive written notice that the Agent's authority has been revoked or otherwise terminated, whether or not by reason of the Renter's death, incapacity or otherwise. Any Renter shall retain the right to enter the Box, remove any and all contents from the Box, and to surrender the Box after the death or incapacity of any other Renter and we shall have no liability to any Renter or to any Renter's heirs, assigns, or successors- in-interest for any loss or claim.

Special Terms for Co-Tenancy or Legal Entities. If you are a legal entity, access to and control of the Box shall be limited to the individual(s) identified in the resolution and/or authorization provided to us. You certify that the Box is for the sole and exclusive purpose of safeguarding assets of the legal entity. If the Renter consists of two or more individuals and/or business entities, it is agreed that the joint rental of the Box does not create a joint tenancy in or otherwise establish joint ownership in any of the Box's contents.

Adverse or Conflicting Claim; Legal Process. We may require the consent of all of the co-Renters before allowing access to the Box if there is a conflict among co-Renters. We may deny you and/or your Agent access to the Box, if required under any Federal or State law, regulation, or any (a) court order, (b) writ, (c) warrant, (d) legal process or (e) adverse claim that may be served on us. We will not be liable to you for any property taken from the Box pursuant to any court order, writ, warrant or other legal process served on us.

No Knowledge. Absent your waiver of your privacy rights under this section or otherwise, you agree that the Box's contents shall be unknown to us at all times unless and until we forcibly open the Box as described above. We will not retain any Box keys that, if used alone, would open a Box.



Termination. Except as otherwise provided under this SDB Agreement, we may terminate your Box services at any time with 30 days prior notice. The notice shall be mailed to your last known address, via first class mail. If you fail to surrender the Box and its keys within 30 days, we have the right to forcibly open the Box (at your expense), remove its inventory, and hold the Box's contents in safekeeping. You may terminate this SDB Agreement at any time by surrendering to us possession of the Box and its keys and by paying any unpaid Box Fees. In the event of any termination by you or termination by us for your breach of this SDB Agreement, you shall not be entitled to any refund of your prepaid Box Fees.

Safe Deposit Box Rental Waiver or Discount. In the event any annual rental discount or waiver has expired or any qualifying criteria to receive such discount or waiver is no longer met, the Bank reserves the right to begin charging the full annual rental amount. You will be notified of such action via your annual billing notice.

Successors and Assigns; Amendment. This SDB Agreement shall be binding upon, apply and inure to the benefit of us, each Renter, and each party's respective heirs, personal representatives, permitted assigns and successors. We may amend this SDB Agreement at any time upon giving any Renter thirty (30) days prior written notice of any such amendment.

Governing Law. This SDB Agreement shall be governed by the laws of the state in which the Box is located.

Deposit Account Disclosure. The terms of the Agreement, including the Resolution of Disputes by Arbitration provision, are hereby incorporated into this SDB Agreement and made a part hereof, as applicable. In the event of a conflict between this SDB Agreement and the Agreement, the terms of this SDB Agreement will prevail."

If you have any questions, please contact your branch or call our Contact Center at 1-800-488-2265 (1-800-659-5495 TTY users only).

Contact Center Hours:

6:00 AM – Midnight (CT) Monday – Friday

7:00 AM – Midnight (CT) Saturday, Sunday and federal holidays