
Deposit Agreement

**This deposit Agreement has been
revised to provide a
comprehensive reference for
deposit relationships and services.**

DEPOSIT AGREEMENT

This Deposit Agreement governs all deposit accounts established with City National Bank of Florida, and replaces and supercedes any previous deposit agreements. The words "we," "our," "us" and "bank" refer to City National Bank of Florida. The words "you," "your" and "depositor" refer to the account owner or each joint owner identified on the signature card or other account documents and each of their legal representatives. Please read this information carefully and keep it with your other account records as this is a binding contract between City National Bank of Florida and the depositor.

RULES AND REGULATIONS

The depositor agrees that his or her account(s) shall be maintained subject to the following Rules and Regulations and that such Rules and Regulations may, from time to time, be altered or amended by the Bank by mailing to the depositor at the address appearing on the books of the Bank, or by posting in the Bank, a copy of said alteration or amendment, which shall become effective 30 calendar days later.

Opening Accounts. Accounts are opened subject to approval through satisfactory reference. By requesting to open an account with the Bank, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or principal) agree that we may obtain credit information from check or credit reporting agencies, and/or by any other means. We may also do so at any time while your account is open or service is available, or after your account has been closed, if you owe us any amounts related to your account or service which may be used for any purpose, at our discretion. The Bank reserves the right to refuse to open an account, may at any time at its discretion refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit, or close any account.

Signature Cards. Upon opening an account, customer and all authorized signers will be required to sign a signature card. Should any conflicts in the terms of the signature card and these Rules and Regulations occur, then the terms of this Agreement shall control.

Gender, Singular and Plural. Any references in this Agreement to gender include masculine, feminine and neuter. Unless otherwise indicated by the context, any singular references include the plural and any plural references include the singular.

Service Charges. Depositor agrees to pay service, maintenance and other charges in accordance with the current Bank's Accounts Disclosures & Schedule of Fees as amended from time to time. Notice of any changes affecting the service charges will be sent to you at the address shown on our records and a reasonable period of time will be given before any changes become effective.

Statement of Account. A statement of account for checking, money market and interest checking accounts, together with an imaged copy of checks, will be rendered each month and said statement will be available to the customer.

The Bank will render a statement for savings accounts once each quarter after interest is credited to the account unless an electronic funds transfer (EFT), such as an automatic payment, Check Card purchase or an automated teller (ATM) transaction has occurred, in which case a monthly statement will be rendered.

In the absence of specific written instructions, the Bank is authorized to mail any statements and correspondence to the last known mailing address recorded on the Bank's file. Upon request and payment of replacement costs in accordance with the current Bank's Disclosure & Schedule of Fees, depositors will be supplied with imaged copies of statements and supporting entries.

It shall be the duty and responsibility of the depositor to carefully examine his or her statement and report to the Bank within 30 calendar days any discrepancies found therein.* The depositor also agrees to return immediately to the Bank any check images, or other items which do not belong to the depositor.

**Regulations governing EFT provide up to 60 calendar days for reporting "errors."*

Faxed statements provided through the CityTel telephone banking service are courtesy statements and do not constitute the statement of account for the purposes of compliance with 12 CFR 230.

Third Party Account Aggregation Services. If the customer contracts to use a third-party account aggregation service (e.g. Full View, from Fidelity Investments), the customer shall assume the responsibility for any use of their access devices, personal identification codes, and/or passwords by such third parties. Any inquiries and transactions made by such services shall be deemed as transactions authorized by the customer.

Reporting Unauthorized Use of Depositor Account. The depositor acknowledges that he/she is in the best position to detect a forgery, an unauthorized signature, or material alteration of an item. In addition to the obligations set out in the Florida Statutes, the depositor must immediately report missing, stolen or unauthorized checks, cards, preprinted withdrawal slips or other account related material to us. If stolen checks are reported, the Bank may close the account. If the depositor doesn't report to us any missing debit items, unauthorized signatures, alterations, or other suspected misuse of their account, in addition to any right we have by law, the Bank will not be responsible for any subsequent forgeries, altered checks or other fraudulent use of the depositor's account by the same person that occur after the depositor has been afforded a reasonable period of time not exceeding 30 calendar days* from the closing date of the statement containing information about the first forgery, alteration or fraudulent transaction to examine the item or statement and notify the Bank.

**Regulations governing EFT provide up to 60 calendar days for reporting "errors."*

If the depositor reports to us that a forgery, alteration or other unauthorized transaction has occurred on their account, the depositor agrees to cooperate with us in the investigation of their claim. This includes giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction in question and the circumstances surrounding the loss. The depositor also agrees to file a criminal report with appropriate law enforcement officials against any suspected wrongdoer, if we request that the depositor do so.

The depositor agrees to pursue all rights he/she may have under any insurance coverage they maintain before making a claim against the Bank in connection with any account transaction, and to provide us with all reasonable information about their insurance coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

The depositor agrees that we have a reasonable period of time to investigate the facts and circumstances surrounding any loss the depositor has claimed, and that we have no obligation to provisionally credit your account during our investigation except as set forth in the "Electronic Fund Transfers Disclosure" section of this Deposit Agreement, and only if the account is held as a consumer account (for personal, family or household purposes).

Fraud Detection/Deterrence. There are several precautions that you can and should take to decrease the risk of unauthorized transactions from your account(s). Such precautions include, but are not limited to:

- a. Safeguarding and not disclosing to third parties information about your account, such as your account number(s);
- b. Safeguarding materials and information which can be used to access your account including, but not limited to, your check book, blank or unused checks, electronic passwords or other access-related information, to prevent them from being misused by an unauthorized party;
- c. Reviewing carefully your checkbook and unused checks for unauthorized activity if you suspect that any of these items may have been stolen or tampered with or if you are the victim of theft or your property is burglarized;
- d. Promptly and carefully reviewing your statement each month for unauthorized activity or missing deposits;
- e. Closing your account immediately upon discovery of any known or suspected unauthorized activity. When you report missing, stolen, or unauthorized checks, we may recommend that any account(s) that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, City National Bank of Florida shall not be liable to you for subsequent losses on the account due to unauthorized activity and we may require you to indemnify us for any losses we incur as well;
- f. Safeguarding your facsimile signature devices, if any.

You agree that if you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying any

unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

Termination of Account Relationship. Either the depositor or the Bank may terminate any account at any time without previous notice. Termination by the Bank may be effected by mailing notice thereof, or by forwarding a check for the balance in the account to the depositor. Termination of savings or interest checking accounts are subject to the provision of withdrawals from interest-earning accounts. Should the account be closed within six months of the opening date, the Bank is authorized to deduct a charge in accordance with the current Bank's Accounts Disclosures & Schedule of Fees.

Withdrawals. If your account is a "savings deposit" (i.e. money market account or savings account) or an interest checking account as defined under federal law, it is subject to one or both of the withdrawal limitations described below.

(a) **Notice of Intended Withdrawal.** Withdrawals from interest-earning accounts may be made only upon presentation of withdrawal orders satisfactory as to form and signature to the Bank. The Bank reserves the right to require written notice of any intended withdrawal from an account seven (7) days before such withdrawal may be made, but it may at anytime, at its option, permit any withdrawal from the account without such notice and without thereby waiving its right to require such notice as to any other withdrawal(s).

The Bank may from time to time, limit the number of withdrawals that may be made at no charge. Withdrawals in excess of the stated limits shall be subject to a service charge in accordance with the current Bank's Accounts Disclosures & Schedule of Fees.

(b) **Transaction Limitations.** Federal regulations limit certain transactions for savings and money market accounts. These regulations limit these accounts to a maximum of six pre-authorized transfers (including, but not limited to, automatic, wire, internet, or telephone transfers). On money market accounts, no more than three of the six pre-authorized transfers may be made by check, draft or debit card payment to a third party. The number of transfers or withdrawals made in person, by ATM, by mail or by messenger is not limited. These limitations also do not apply to transfers from an account to make a payment on a loan with us or to withdrawals instituted by telephone (via check mailed to you). Transactions in excess of the limitations noted above are subject to a charge in accordance with the current Bank's Accounts Disclosures & Schedule of Fees. The Bank will close or reclassify accounts that have more than three occurrences of excess activity in any 12 month period. The Bank may, at its discretion, close or reclassify an account at any time, if the transaction volume on the account exceeds the transaction limitations stated above.

Preauthorized Checks or Drafts. The depositor should guard information about their account (such as the Bank's routing number and their account number) as carefully as they would guard blank checks. If depositor voluntarily gives such information about their account to a party which is seeking to sell them goods or services, without physically delivering a check to it, any debit to or withdrawal from the depositor's account will be deemed authorized by them.

Postdated Items. Unless otherwise required by law, the Bank reserves the right to honor or dishonor postdated items. An item is considered postdated if it is dated after the date it is presented for payment. Unless otherwise required by law, the Bank will not be liable for any damages caused by premature payment of a postdated item or for any damages resulting from dishonor of a postdated item presented for payment before the date of the item.

"Stale-dated" Items. The Bank is not required to pay any item presented more than six (6) months after its date. However, the Bank may pay such item if they do so in good faith. The depositor agrees that the Bank is acting in good faith as long as there is not a stop payment order in effect when the Bank pays the item.

Facsimile Signatures. If the depositor's items are signed using any facsimile signature, electronic identifier, or other non-manual form of signature, the depositor acknowledges that its use is solely for their benefit and convenience. The depositor accepts sole responsibility for maintaining security over any device for affixing the signature or electronic identifier. Such signature or electronic identifier will be as effective as the depositor's signature regardless of whether the person affixing it was authorized to do so and regardless of the means by which the actual or purported facsimile signature or electronic identifier may have been affixed if such signature resembles the facsimile signature or electronic identifier duly certified to or filed with us, or if such facsimile signature or electronic identifier resembles any facsimile signature or electronic identifier previously affixed to any item drawn on your account which was accepted and paid without timely objection.

You acknowledge and agree that, unlike face-to-face banking transactions, most transactions occurring with us via the Internet (including, but not limited to accessing account records, making withdrawals, and giving payment instructions) will be authorized and/or initiated by the use of an electronic identifier as we may implement from time to time. Different types of transactions may require a different electronic identifier.

You accept sole responsibility for maintaining security over electronic identifiers issued to, selected by or utilized by you and any device for affixing any of the foregoing. You acknowledge and agree that any request, instruction or transaction (including, but not limited to, giving payment and withdrawal instruction) received by us which includes your electronic identifier will be deemed to be authorized by you. Such electronic identifier will be effective as your electronic identifier regardless of whether the person affixing it was authorized to do so and regardless by what means the actual or purported electronic identifier may have been affixed if such matches your electronic identifier. You agree to hold us harmless and indemnify us for any liability we may incur for reasonably acting upon such requests, instructions or transactions which bear your electronic identifier. You agree to keep confidential, and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all electronic identifiers issued to, selected by or utilized by you. If your electronic identifier becomes lost or known to another person, you agree to notify us immediately so that a replacement may be issued for temporary use.

Electronic Presentment. The depositor's account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by the Bank that an item drawn on their account has been deposited for collection in another financial institution. A determination of the depositor's account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

Good Faith Disbursement. Depositor agrees that the Bank may disburse funds from their account in good faith reliance on documentation presented to us which purports to give any individual or entity the right to receive such disbursement and that the Bank shall not be liable to the depositor for any such good faith disbursement.

Dormant Accounts. Accounts with which the Bank has had no contact through the U.S. mail and in which the depositor has not initiated activity in their account for a period of one year (two years for savings accounts, and five years for youth savings accounts), with the exception of time deposits and IRA accounts, are subject to a dormant charge in accordance with the current Bank's Accounts Disclosures & Schedule of Fees. After a specified period of time, these accounts will be considered abandoned and will be escheated in accordance with State Statutes.

In addition, the Bank's ATM/Check Cards and Visa® Debit Cards issued which have not been utilized (active) in three consecutive months will be placed in inactive status and subsequently closed without prior notice.

Visa® Check Cards may be re-activated any time up until the expiration date stated on the front of the card by contacting any City National Bank branch location. ATM/Check Cards will go inactive after three months of non-usage and then three months later will purge from the card base system.

Charges imposed for dormant accounts cannot be reversed. Refer to the current Bank's Accounts Disclosures & Schedule of Fees.

Costs and Legal Fees. Depositor, should the Bank be the prevailing party, agrees to pay all costs and expenses, including reasonable attorney's fees (trial and appellate) in the event of litigation relating to the account, whether such litigation is brought by the Bank, the depositor or a third party.

Bank reserves the right to impose a non-refundable processing fee to cover the cost of handling the service and processing of legal demands upon the Bank. Where applicable, a research and reproduction charge will be imposed to cover the costs incurred in complying with such legal demands.

Power of Attorney. If the depositor wishes to name another person to act as their attorney in fact or agent in connection with their account, the Bank must approve the form of appointment. All revocations must be submitted in writing and will be effective until the Bank has had a reasonable time to process the request.

Legal Process. If the Bank is served with legal process that may affect an account, the Bank is authorized to withhold payment until such process is annulled or dismissed.

Fees and charges in connection with the Bank's response to subpoenas, summons, attachments, garnishments, levies or similar legal process will be charged to your account, unless prohibited by law, without prior notice to you. Any garnishment attachment or other levy against your account is subject to the bank's right of setoff and security interest.

Credit Information. The Bank will disclose information to third parties about your account or the transfers you make where it is necessary for completing transfers; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders, or if you give us your written permission. Refer to current Bank's Accounts Disclosures & Schedule of Fees.

Privacy. We will not reveal customer information to any external organization unless we have previously informed the customer in disclosures or agreements, have been authorized by the customer, or are required by law. For complete information regarding our privacy practices, please refer to our Consumer Privacy Policy.

E-mail Security. Customers should not use unencrypted e-mail to send confidential information, such as social security numbers, account numbers, etc., to the bank as these are not secure.

Enforcement of Rights. No delay or omission on the part of the Bank in the enforcement or exercise of any of its rights in connection with an account shall operate as a waiver of such rights, nor shall same prejudice the Bank in the later enforcement or exercise of such rights or any other of its rights.

Right of Setoff. Having the right of setoff, the Bank is authorized to apply any account toward the payment of indebtedness due to the Bank from the depositor(s), whether the debt is several and the account is joint, or the debt is joint and the account is several.

- a. Depositor agrees that their account secures all debts and liabilities of the depositor to the Bank, however and whenever incurred or evidenced, including debt which may be purchased or otherwise acquired by Bank from others, whether direct or indirect, absolute or contingent, due or to become due. Depositor assigns as security to the Bank all balances, credits, deposits, monies and items now or hereafter in their account.
- b. Depositor agrees that the Bank is authorized at any time to set-off their account against the depositor's debts or liabilities to the Bank, without notice to the depositor. The Bank shall not be liable for dishonoring items where such set-off results in insufficient funds in the account to honor items drawn on their account. Funds received by the Bank pursuant to its security interest or right of set-off may be applied first to the discharge of the unsecured part of any debt or liability of the depositor to the Bank, and thereafter to the discharge of the secured portion, if any, of the depositor's debt or liability to the Bank.
- c. If the account is designated a joint account on the signature card, each depositor agrees that the Bank may set-off the entire amount in the account against the debt or liability to the Bank of any depositor on the account, notwithstanding the interest of other depositors in the account. Each joint depositor agrees to hold the bank harmless and indemnify the Bank for any losses, expenses and costs, including attorney's fees, incurred by the Bank in enforcing the Deposit Agreement to be jointly and severally liable for overdrafts and to permit set-off of the account against one another's debts or liabilities to the Bank.
- d. If, for any reason, the Bank is required to reimburse the Federal Government or any other payor for all or any portion of any payment deposited into the depositor's account through a direct deposit plan, depositor agrees that the Bank may, without prior notice to the depositor, deduct the amount to be returned from the depositor's account or from any other account the depositor has with the Bank, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank may have.

Account Ownership. When you open an account you may choose one of several types of ownership. You may wish to consult your tax advisor or attorney before opening any type of account. The type of ownership you select will be indicated on the signature card you sign when you open the account. The types of accounts in which funds may be deposited with the Bank include, but are not limited to, the following:

a. **Individual Accounts.** An account may be opened in the name of one individual who has the sole right to deposit or withdraw funds from the account.

b. **Joint Accounts.**

1. Joint Tenancy with Right of Survivorship.

Upon the death of the account holder the account passes to the surviving tenant. Creditors of one tenant can levy on one-half (1/2) of the account.

2. Tenancy by the Entireties.

Only available to married couples. Upon death the account passes to the survivor. Only creditors of both account holders can levy on the account.

3. Tenancy in Common.

No right of survivorship. Creditors can levy on each tenant's interest.

Irrespective of the form of joint ownership you have chosen, you hereby authorize the Bank to honor any deposit, withdrawal or transfer of funds by only one owner and authorize each owner to act for the other.

Should an account be opened in the name of more than one person, the balance to the credit thereof at any time shall belong to such persons, or the survivor(s) of them, as joint tenants and not as tenants in common and the Bank may pay the same, or any part thereof, to any one or more of such persons and this right shall not be affected by the death, mental incompetence or other disability of any one or more such persons. If the depositors are husband and wife, this account shall be considered an Estate by the Entireties unless such is expressly disclaimed by the depositors. The Bank can pursue any joint account holder(s) for an overdraft(s) (as hereafter defined) even though such joint account holder(s) did not sign the checks creating the overdraft or benefit from the payment.

Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners, or to honor checks signed by any one of the authorized signers of the account.

The depositor agrees that the Bank will not be held liable for any accounts opened requiring two signatures in which the Bank may choose to honor checks signed by any one of the authorized signers of the account.

For business accounts: When your account is established, you may indicate your desire for more than one authorized signature on a check or other item drawn against the account by designating a specific number of desired signatures on the Signature Card, a resolution or in a separate written authorization that is received by us. However, we do not offer accounts that require two or more signatures. Any such designation is solely for your convenience and internal control purposes and not binding on us. As a result, you agree that we may pay checks against your account without regard to the number of desired signatures. You may also give another person authority over your account by your conduct or failure to act and, although we may recognize such authorization, we may refuse to do so without liability to you.

c. **Fiduciary Account.** An account involving a legal arrangement or capacity in which one person or entity (the fiduciary) acts on behalf of another. Examples include, but are not limited to: Personal Representative, Guardian, or Conservator for a minor or other legally incompetent person, and Trustee under Trust Agreement or under Will. Upon request of the Bank, Fiduciary will supply to the Bank an affidavit, certification or other documentation, including, without limit, copies of excerpts of any agreement, instrument or order pertaining to the account or fiduciary relationship.

d. **Custodial IRA.** A personal savings plan in which the participant directs all transactions within the retirement plan. Opened by individuals meeting applicable IRS requirements whether or not they are covered by a retirement plan. City National Bank of Florida may be the trustee of certain retirement plans. Transactions are governed by section 408 of the Internal Revenue Code.

(For terms and conditions applicable to the Bank's IRA products, refer to specific disclosures provided at the opening of an IRA account).

e. **Sole Proprietorship Account.** A business account opened by the sole owner of a business which is not a corporation, association, limited liability company or partnership. Withdrawals are paid on the signature of any one authorized person specified by the owner or as required or permitted by law. Must be an individual depositor; other individuals, including spouses, may be

referred to as authorized signatories.

- f. Partnership Account.** Opened in the name of a partnership. Withdrawals are paid on the signature of any one authorized person specified by the partners or as required or permitted by law.
- g. Unincorporated Association Account.** Opened in the name of an association. Withdrawals are paid on the signature of any one authorized person who has been authorized by the Board of Directors or trustees of the association or as required or permitted by law.
- h. Corporation Account.** Opened in the name of a corporation. Withdrawals are generally paid on the signature of any one authorized person who has been authorized by the board of directors or trustees of the corporation or as required or permitted by law.
- i. Employee Account.** *If you have established an employee account as an employee of City National Bank of Florida and your employment ends, the charges are applicable to your account as described in the current Bank's Accounts Disclosures & Schedule of Fees.*

In each case, the type of account shall be determined by the terms of the contract of deposit between the depositor and the Bank. The Bank may enter into a contract of deposit without regard to whether the depositor is married and without regard to whether the funds on deposit are the community or separate property of the depositor.

If the accountholder is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity or is acting on behalf of another or in a representative capacity including, without limit, as an attorney-in-fact or guardian, each person signing the Signature Card or any other documents, individually and in such capacity, represents and agrees that 1) such person is fully authorized to execute all documents in the capacity stated therein; 2) such person has furnished all documents necessary to evidence that authority; 3) such person and accountholder will furnish any other documents in such a form as we may request from time-to-time and 4) any instructions from such person, whether oral, electronic, or in writing, shall be assumed to be given in such capacity, whether or not such capacity is indicated at the time of the instruction. We are not required to recognize any resolution affecting the account that is not on our form. Any change in authorized signers will not be effective until five (5) business days after our receipt of the documents effecting the change, provided that we may, at our option, recognize such changes earlier.

The Bank may limit the aggregate amount which an individual, corporation, association or other depositor may have to that depositor's credit to such sum as the Bank may deem expedient to receive, at the Bank's sole discretion. In addition, the Bank may make certain accounts available to limited ownership types only.

In making payments of funds deposited in an account, the Bank may rely conclusively and entirely upon the form of the account and the terms of the contract of deposit at the time the payments are made. The Bank is not required to inquire as to the source, ownership or pro rata interest of any funds received for deposit to an account or the proposed application of any payments made from an account. Unless the Bank has actual knowledge of the existence of a dispute between, death or incompetency of depositors, beneficiaries, payees or other persons claiming an interest in funds deposited in an account, all payments made by the Bank from an account at the request of any depositor to the account, in accordance with the terms of the deposit contract and this Deposit Agreement shall constitute a complete release and discharge of the Bank from all claims for the amounts so paid whether or not the payment is consistent with the actual ownership of the funds deposited in the account by a depositor and/or the beneficiaries and payees of Totten Trust (ITF In Trust For) and P.O.D. accounts, and/or their heirs, successors, personal representatives and assigns.

Note: As used herein "actual knowledge" of the Bank shall mean written notice in accordance with the provisions of this Deposit Agreement to a bank officer in the course of that officer's employment with the Bank; pertaining to funds held on deposit in an account maintained by the Bank or pertaining to any other products or services offered by us, received within a period of time which affords the Bank a reasonable opportunity to act upon the knowledge.

Minors. Account opened by custodian for a minor to receive funds owned by the minor. In the State of Florida, a minor is any individual under 18 years of age. Minors may make withdrawals if assented to in writing with the custodians' consent by allowing minor's signature to be recorded on signature card document. ATM or debit cards cannot be issued on these accounts.

Special Treatment of Interest Checking or Demand Deposit Accounts ("Regular Checking Accounts"). Money Manager Account: If your account is a Demand Deposit Account ("Regular Checking Account") or Interest Checking Account, it may be considered a Money Manager Account. If so, the account will consist of two separate sub-accounts. The sub-accounts consist of a Regular Checking sub-account and a Money Market Deposit Account sub-account (the "MMDA"). This transfer of funds to the MMDA will not in any way affect the availability of your balance for withdrawals. For Interest Checking Accounts, we will pay interest on the collected balances in both sub-accounts at the Interest Checking Account rate. For Regular Checking Accounts, we will not pay any interest on the balances in either sub-account.

In each statement period, we will determine a threshold amount, which we may calculate at our discretion and change at any time for your Money Manager Account (the "Threshold Amount"). We will allocate funds between your Checking sub-account and MMDA sub-accounts by comparing your Money Manager Account ending balance with this Threshold Amount. On a daily basis, the portion of the ending balance which is equal to or less than the Threshold Amount will be credited to the MMDA sub-account and the remainder will be credited to the Checking sub-account. All checks, debits and other withdrawals from your Money Manager Account will be paid from the Checking sub-account. If the daily beginning balance in the Checking sub-account is less than the new debit activity for that day we will transfer available funds from the MMDA sub-account to the Checking sub-account in the amount by which the net debit activity exceeds the beginning balance in the Checking sub-account. Upon the sixth of such transfers from the MMDA sub-account to the Checking sub-account during any statement period, and in compliance with Regulation D of the Federal Reserve Board, all funds in the MMDA sub-account will be transferred to the Checking sub-account for the remainder of the statement period.

IRS Requirements. Taxpayer identification Number (TIN) - Internal Revenue Service (IRS) requires us to obtain the taxpayer identification number (TIN) applicable to an account. For individuals, this is your social security number (SSN) if you are eligible for an SSN. If you are not eligible for an SSN, this is your Individual Taxpayer Identification Number (ITIN). For legal entities, this is your Employer Identification Number (EIN). IRS requires depositors to certify under penalty of perjury that the TIN provided is correct and they are not subject to backup withholding. This certification is completed on our signature card, a similar substitute W-9 or an IRS Form W-9 Request for Taxpayer Identification Number and Certification. If this information is not provided, we are required to withhold a percent of the interest earned on the account, referred to as "backup withholding." Additionally, the IRS may assess a fine for not complying with its requirements.

Nonresident Aliens - For an account to be classified as a "nonresident alien account," all owners of the account must certify their foreign status at the time the account is opened on a substitute W-8 BEN or on IRS Form W-8 BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Nonresident aliens must re-certify their foreign status every three (3) years. If all owners do not re-certify, we are required to withhold a percentage of the interest earned on the account. Funds remitted to the IRS as backup withholding are nonrefundable.

Deposits. Except as otherwise herein provided, all items received for deposit or collection are subject to the provisions of the Uniform Commercial Code in effect in this state and to the following terms and conditions. This Bank acts only as the depositor's collection agent and assumes no responsibility beyond its exercise of due care. All items are credited subject to final payment and to receipt of final payment in cash or solvent credits by this Bank at its own office. This Bank may forward items to correspondents and shall not be liable for default or negligence of correspondents selected with due care nor for losses in transit, and each correspondent shall not be liable except for its own negligence. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by this Bank or any correspondent, in accordance with any common bank usage, with any practice or procedure that a Federal Reserve Bank may use or permit another bank to use, or with any other lawful means. This Bank or its correspondents may send items directly or indirectly to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash. This Bank may charge back at any time prior to midnight on its business day following the day of receipt any item drawn on this Bank which is ascertained to be drawn against uncollected and/or insufficient funds or deemed otherwise not good or payable. An item received after this Bank's regular afternoon closing hour shall be considered received the next business day. Business day is generally defined as Monday through Friday 9:00 a.m. - 4:00 p.m. for all branches in Miami-Dade and Broward counties. The business day is generally defined as Monday through Friday 9:00 a.m. - 2:00 p.m. for all branches in Palm Beach County. The business day at our ATMs ends at 2:00 p.m. Monday through Friday. Certain branches may be open earlier than 9:00 a.m.; for those branches the business day begins at the opening time posted at that branch. Deposits made at either a branch or at our ATM after the end of the business day, noted above, will be considered made on the next business day.

This Bank reserves the right to post all deposits, including deposits of cash and items drawn on it, not later than midnight of its next business day after their receipt at this office during regular banking hours, and shall not be liable for damages for non-payment of any presented item resulting from the exercise of this right.

The Bank reserves the right to impose the five (5) banking day restriction on the reporting of errors on cash deposits/shipments. If checks or items deposited are dishonored, they will be charged to the depositor's account and a handling charge in accordance with the current Bank's Accounts Deposits & Schedule of Fees will be made for each item. The depositor agrees to print his name and assigned account number below his endorsement on all checks deposited.

All deposits, whether consisting of cash or checks, are subject to verification.

Business Days. Each day is a business day except Saturdays, Sundays and Federal holidays.

Notices. Written notices sent to Bank shall not be effective until actual receipt. Written notice given to the depositor shall be effective when mailed to the address shown on statement.

Bank-by-Mail. Envelopes may be furnished for the depositor's convenience in mailing deposits. No currency shall be included in mail deposits. The Bank assumes no liability for currency claimed to be included in mail deposits.

This Bank shall not be construed to have received items sent by mail for deposit and collection until the Bank has received registered mail delivery of the same from the United States Post Office.

Deposits may be made in person at the Bank, at the Bank's night depositories or by mail at the depositor's risk.

Foreign Items. Exchange and handling fees incurred by depositing checks drawn on foreign banks will be charged directly to the account of the depositor in accordance with the Bank's current International Banking Fee Schedule.

Checks/Negotiable Orders of Withdrawal. The Bank may refuse to honor any check or other item signed in form that does not agree with the name of the account or the authorized signature.

The Bank is not responsible for errors or losses that may occur due to improper printing on forms. The Bank reserves the right to return unpaid any other form of order presented or any order incompletely or defectively drawn.

Depositor will not place any notice or legend on checks including but not limited to legends restricting the life of those checks without first obtaining the written approval of the Bank.

Checks or Negotiable Orders of Withdrawal drawn by the depositor in excess of the balance in the account or against funds which have not been collected by the Bank may be returned, and the account will be charged for each item, whether paid or returned unpaid, at the prevailing fee as indicated in the current Bank's Accounts Disclosures & Schedule of Fees. This charge will also apply to post-dated orders and others improperly drawn which cannot be paid and must be returned. The Bank is authorized to dishonor the same, without liability.

The Bank reserves the right to refuse payment of checks or Negotiable Orders of Withdrawal drawn by the depositor against deposits, either of cash or checks, made the same day and will not be liable in so doing. The Bank shall have the option to either pay or dishonor a check more than six (6) months old without prior notice to depositor. The Bank, when paying or taking a check for collection may disregard information on the check other than the signature of the drawer, the identification of the drawee bank and payee, the amount, endorsements and any other information coded onto the MICR line according to general banking standards.

Check Processing and Payment. The Bank processes and pays checks and negotiable orders of withdrawal as they are presented to the Bank for payment. When multiple checks and negotiable orders of withdrawal are presented, the Bank pays the items based upon their dollar value, from the highest dollar amount to the lowest dollar amount. Checks and negotiable orders of withdrawal will be processed and paid up to the available balance in the account. If the dollar amount of the checks and negotiable orders of withdrawal presented exceeds the amount available, at the time those items are presented, the Bank, at its discretion may pay or return those items. For each item presented in excess of the amount available in the account, the Bank may impose a fee. Please refer to the current Bank's Personal and Commercial Accounts Disclosures & Schedule of Fees for the current amount of those fees.

Overdrafts. We are not obligated to pay an item presented if your account does not contain sufficient collected funds. If an overdraft has occurred, you agree to pay the service charge as noted in the current Bank's Accounts Disclosures & Schedule of Fees. At the Bank's option, it may pay the overdraft and charge you a service charge.

Stop Payment Orders. An order to stop payment on a check or Negotiable Order of Withdrawal is subject to the conditions in Sections 674.303 and 674.402 through 674.404 of the Florida Uniform Commercial Code. Orders will be accepted upon the payment of the fee as indicated in the current Bank's Accounts Disclosures & Schedule of Fees, and will be kept in force for a period of six months. Orders are not valid unless received in writing*, signed by a person properly authorized and served at the Bank. The Bank's Stop Payment Form must be signed even when customer makes a written declaration of loss. The Bank shall not be responsible or liable for failure to comply with any order to stop payment received within 24 hours of receipt of same check/Negotiable Order of Withdrawal.

**Authorized users of the Bank's Cash Management and Online Banking application may submit stop payment orders as provided for in the E-Partner Online Access Service Agreement and Online Banking Agreement.*

Depositor agrees to furnish the Bank in writing with the exact amount, date, check number, name of payee and such other information pertaining to the item as the Bank may request in a declaration of loss. Any failure to furnish such information will relieve the Bank of any liability for any payment made contrary to the request.

For electronic fund transfer stop payment orders, the depositor must notify the Bank within three (3) business days before the scheduled date of the transfer and must complete the Bank's appropriate affidavit.

The depositor agrees to reimburse the Bank for all expenses and loss resulting from refusing payment pursuant to the depositor's order, or if by reason of such payment order checks or items drawn by the depositor are returned unpaid because of insufficient or uncollected funds.

Proof of Identity. The Bank requires customers to provide proof of positive identification when opening new accounts or as requested by the Bank. From time to time, the Bank may need to update information on customer identification or transactions performed. In this event, the customer will agree to provide information within a reasonable time upon the Bank's request. The identification provided may be reproduced and will be verified by the Bank.

The Bank complies with Section 326 of the USA PATRIOT ACT. This law mandates that we obtain and verify certain information about you while processing your account application.

Information For Government Reporting. The Bank is required by 31 CFR 103 to report certain transactions to the Federal Government. The depositor agrees to provide all information required, including, but not limited to, the presentation of identification of the conductor(s) of any such transaction and the identification of the beneficial owners of any account affected by reportable transactions, including attorney trust accounts, to satisfy these reporting requirements. Agents or employees of the depositor are also bound by these requirements.

The Bank reserves the right to refuse any reportable transaction, if the depositor, any agent of the depositor, or employee of the depositor does not provide sufficient information for the Bank to fulfill the reporting obligations of 31 CFR 103.

Customers who structure or appear to structure transactions in a manner so as to cause or attempt to cause the Bank to fail to file reports required under 31 CFR 103.22 or cause or attempt to cause the Bank to file reports under that section, which may contain material omissions or statements of fact, may have their account closed and may have such actions reported to appropriate authorities, as required by law.

Liability of Bank. This Bank in no case shall be responsible for or be subject to any liabilities to depositor other than those imposed by law for its own lack of good faith to exercise ordinary care. The obligation to exercise ordinary care in the handling of cash and cash items, including stop payment requests, shall be measured by the standard of reasonableness, the procedures established for the transaction involved, and mere clerical error, inadvertence, or oversight without malice, or an honest mistake of judgment, shall not be or constitute as to any transaction, a failure to perform such obligations or to exercise ordinary care and in no case shall be deemed wrongful.

Wire Transfers & ACH. The Bank offers both incoming and outgoing wire transfer services for which the following provisions apply. These rules do not apply to transactions governed by the Electronic Fund Transfers Act or transfers by check, draft or other written item. Generally, it is required that you contract with the Bank to conduct wire transfers and similar types of electronic fund transfers. If you have entered into such a contract with the Bank, the provisions set forth below should be considered a supplement to that agreement and do not nullify any terms of that

agreement. In addition, applicable payment orders are subject to Article 4A of the Uniform Commercial Code as adopted by the State of Florida. Fees applicable to wire transfers and other electronic transfers of funds are detailed in the Schedule of Fees which is applicable to your account(s). Lastly, with respect to ACH transactions you have authorized, you agree to be bound by the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect.

1. Sending Fund Transfers

This Section applies to wire transfers that the Bank sends to other financial institutions and to payment orders subject to Article 4A we make between accounts maintained by the Bank.

a) Processing Requests and Cut-off Times

We have cut-off times for processing payment orders, and we process payment orders on a same-day basis until such cut-off times. We treat payment orders we receive after the cut-off time as received on the next business day. We will provide you with our cut-off times upon request.

To process a transfer request, the originator must provide a transmittal order that includes a payment order and is an instruction of a sender to a receiving financial institution. It can be transmitted orally, electronically, or in writing, to pay, or cause another financial institution or foreign financial agency to pay, a fixed or determinable amount of money to a recipient.

The Bank requires the originator's name and street address to be included in a funds transmittal order, in accordance with 31 CFR 103.33, the "Travel Rule." The Bank will also require the city and country information of the Beneficiary Bank.

b) Amendment or Cancellation of Requests

You have no right to amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request prior to the time that we execute such payment order. A fee may be imposed at the bank's discretion; however, we are not liable to you if, for any reason, a request is not amended or cancelled.

c) Identifying Beneficiaries and Banks

The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number which you have provided to us, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiaries' bank based solely on the bank's identifying number, even if the payment order indicates a different bank name.

d) Transmission of Requests

You authorize us to select any intermediary bank, funds transfer system or means of transmittal to send your payment order. Our selection may differ from that indicated in your instructions.

e) Rejection of Requests

The Bank may reject for any reason a payment order. We will notify you of any rejection of a payment order from your account orally, electronically or in writing. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive notice of rejection.

f) Notices of Your Payment Orders

We ordinarily notify you about payment orders by listing them on your account statement or, at our option, by a customer email or fax advice.

g) Interest Compensation

If we are obligated to pay for a loss of interest that results from our error or delay regarding your payment order, we will calculate the interest as follows: With an account subject to analysis and earnings credits, we adjust the account under our account analysis procedures to recalculate earnings credits for the period involved. With a non-analyzed account, we will use a rate equal to the average of the Federal Funds Rates as set by the Federal Reserve Bank of Atlanta.

h) International Payments

Orders for the transfer of U.S. dollars shall be paid in U.S. dollars if transferred to a beneficiary located in the United States. If transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency at the bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility.

We may send any message relative to this order in explicit language, code or cipher. Foreign currency transfer orders are final when made to us. However, pursuant to the request of the originator, and, if possible, we may cancel or amend any order before the transfer is made. We shall incur no liability if we are unable, for any reason, to cancel or amend an order. Refunds of U.S. dollar orders shall be in the U.S. dollar amount. Refunds of foreign currency orders shall be in the amount of U.S. dollars that can be bought for the foreign currency amount at our then current rate of exchange. The originator bears all risk of loss due to fluctuation in the rate of exchange. No transfer shall be refunded.

2. Receiving Funds Transfers

We may receive funds transfers directly from a sender, through a funds transfer system or through some other communications system. We may reject an incoming funds transfer for any reason. We are not obligated to notify you if we reject a payment order on your account.

a. Notice of Incoming Funds Transfer

We will notify you that we have received an incoming funds transfer by listing them on your account statement. Generally, we do not send you a separate notice or advice regarding our receipt of an incoming funds transfer unless you make a request for such a notice. When we provide a notice, in response to your request, it does not obligate us to send notices for any future incoming funds transfers that you may receive thereafter.

3. Errors and Questions about Your Statement

You must notify us at once if you think a payment order or incoming funds transfer shown on your account statement or customer advice is incorrect. You must send us a written notice describing any discrepancy no later than 60 calendar days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this 60 calendar day period, the Bank is not liable for any loss of interest because of an unauthorized or erroneous payment order or an erroneous funds transfer.

4. ACH

If your payment order or other funds transfer is sent or received through an automated clearinghouse (ACH) system, you will be subject to all applicable rules of such clearinghouse, and any applicable rules set forth in Federal Reserve Operating Circulars. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by ACH, we are not required to give you any notice of the payment order or credit.

Any credit we give you resulting from an ACH credit is provisional until we receive final payment. If we do not receive final payment or if we credit your account by mistake, you agree that we may reverse the credit to your account or that you will otherwise reimburse us if funds in your account are not sufficient. If we receive satisfactory documentation that a credit was made in error or for an erroneous amount, we may debit your account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your account are insufficient. In the event that the payment does not become final, the originator will not be deemed to have paid you the amount of the credit.

Recording and Monitoring. You agree that we may tape record, monitor or create a digital record of any conversation or electronic correspondence you have with us regarding your account. However, we are not obligated to do so and may choose not to at our sole discretion.

Records. We may, at our option, retain records in any form including, without limit, paper, film, fiche, digitized or other electronic medium.

Unless prohibited by law, if we are unable to produce your original signature card or any other document relating to your account or service or a copy of such document(s), our records, including, without limit, electronic records, shall be deemed to be conclusive. Unless prohibited by law, if there is a discrepancy between your records and the Bank's records, the Bank's records shall be deemed to be conclusive.

Electronic Fund Transfers Disclosure

Government regulations require that we provide you with the following disclosures if you have contracted for any of the following City National Bank of Florida electronic banking services:

- An ATM Card or debit card for use at our own automated teller machines (ATM), Publix PRESTO®, and STAR® designated ATMs.
- An ATM Card or debit card for use at point-of-sale (POS) terminals at Publix PRESTO® and STAR® designated service stations or stores.
- The direct deposit of periodic payments, such as social security, into your checking account and/or savings account as available through the Bank's ATM Card.
- A pre-authorized payment from your checking account such as an insurance or loan payment.
- A Check Card to pay for purchases at any establishment worldwide that accepts Visa®.
- CityTel telephone banking, including fund transfers between your City National Bank of Florida accounts.
- CNB Online Internet Banking Service, a personal computer banking service offering bill paying and funds transfers between your City National Bank of Florida accounts.

(These disclosures are subject to Florida law that may give you greater protection.)

The features noted above may not be available for the Bank's PayCheck card users. Refer to the Bank's Paycheck Card Agreement and the Paycheck Card Schedule of Fees for specifics.

Foreign Transactions. If you use your card to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount by the applicable network (e.g., Visa®, etc.). In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. The Bank does not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate.

Consumer Liability for Unauthorized Transfers and Advisability of Prompt Reporting

Contact us immediately at 1-800-221-5920 if you believe your ATM card, Check Card or Personal ID Number (PIN) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.

If you tell us within 2 business days you can lose no more than \$50 if someone used your ATM card, a Check Card or Personal ID Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM card, Check Card or Personal ID Number (PIN), and we can prove we could have stopped someone from using your ATM card, Check Card or Personal ID Code without your permission if you had notified us, you could lose as much as \$500.

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

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

Telephone Number and Address to be Notified in Event of Unauthorized Transfer

If your ATM card, Check Card or Personal ID Number (PIN) has been lost or stolen or if someone has transferred or may transfer money from your account without your permission, call us at 1-800-221-5920 or write us at the address listed at the end of this section in the brochure.

Business Days

Our business days are Monday through Friday. Holidays are not included. Normal banking hours are displayed at each office location.

Types of Available Transfers and Limits on Transfers

- 1) You may use your ATM card at our automated teller machines to:
 - a) Withdraw up to \$500 per day of available funds from your checking or statement savings account (minimum transaction \$20).
 - b) Make deposits* to your checking or statement savings account. All deposits, whether consisting of cash or checks, are subject to verification.
 - c) Transfer available funds between the following types of accounts:
 - i) Personal Checking Account
 - ii) Money Market Deposit/Gold Account
 - iii) Interest Checking Account
 - iv) Statement Savings Account
 - v) Special Checking Account
 - vi) CitySmart Checking Account
 - d) Request the balance in your account.

**Deposits may only be made at ATMs owned by City National Bank of Florida.*
- 2) You may also use your ATM card at Publix PRESTO® and STAR® designated automated teller machines to:
 - a) Withdraw up to \$500 per day of available funds from your checking or statement savings account (minimum transaction \$10).
 - b) Transfer available funds as outlined in 1 (c).
- 3) You may use your ATM card at POS terminals at Publix PRESTO® for groceries and STAR® designated service stations and stores for merchandise purchases.
- 4) You may use CityTel telephone banking to:
 - a) Transfer available funds as outlined in 1 (c).
 - b) Request the balance in your account.
- 5) You may use CNB Online internet banking to:
 - a) Transfer available funds* as outlined in 1 (c).

- b) Request the balance in your account.
- c) Pay bills to third parties using the Bill Payer service (subject to availability).
- d) Transfer money from your Primary Checking Account to make loan payments for loans you have with City National Bank of Florida.
- e) Transfer money from your Cityline and Equity Line Accounts to your Primary Checking Account.

**Fund transfers (which include Bill Pay) are limited to an aggregate of \$9,999.99 per business day. (Accounts with current stop payments outstanding may not be able to transfer funds using CNB Online).*

- 6) If you have contracted with a third party, direct deposits to your checking or savings account or payments from your checking account can be made automatically.
- 7) You may use your Check Card to pay for purchases at any establishment worldwide that accepts Visa®.

Please Note: All savings and money market accounts are limited to a maximum of six (6) pre-authorized transfers (including, but not limited to, automatic, wire, internet, or telephone transfers) per account statement cycle.

Charges for Transfers

ATM/Check Card - There are no charges for these electronic banking services when you use your ATM card or Check Card at any of City National's own ATMs. However, if you use your ATM card or Check Card at an ATM machine not owned by City National Bank of Florida you will be charged fees for your transactions. Fees for use of your ATM card or Check Card on non-proprietary ATMs are listed in the current Bank's Accounts Disclosures & Schedule of Fees. Also, you may be charged other fees (surcharges) imposed by the operator of non-proprietary ATMs.

CityTel - There are no charges* for the use of the CityTel telephone banking service.

**Any long distance charges incurred are the sole responsibility of the customer.*

CNB Online Banking - There are certain charges which apply to the use of the CNB Online internet banking service. A list of these charges is contained in the current Bank's Personal Accounts Disclosures & Schedule of Fees.

Your account(s) remain subject to the Bank's standard monthly fees as well as fees for miscellaneous services. Refer to the current Bank's Accounts Disclosures & Schedule of Fees.

Card Charges

- ▶ There is a charge for each replacement card (lost, damaged, or stolen). This charge is listed in the current Bank's Accounts Disclosures & Schedule of Fees.
- ▶ Upon termination of your account(s) you are required to return your ATM and/or Check Card(s) to the Bank.

Inactivity

The Bank's ATM/Check Cards and Visa® Debit Cards issued which have not been utilized (active) in three consecutive months will be placed in inactive status and subsequently closed without prior notice.

Visa® Check Cards may be re-activated any time up until the expiration date stated on the front of the card by contacting any City National Bank of Florida branch location. ATM/Check Cards will go inactive after three months of non-usage and then three months later will purge from the card base system.

Account Information to Third Parties

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

- ▶ Where it is necessary for completing transfers; or
- ▶ In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- ▶ In order to comply with government agency or court orders; or
- ▶ If you give us your written permission.

Right to Receive Documentation of Transfers

You can get a receipt at the time you make any transfer to or from your account (subject to later audit verification) when you use an automated teller machine.

If you have arranged to have a direct deposit made to your account at least once every 60 calendar days from the same person or company, you can call us at the telephone number listed at the end of this section of the brochure to find out whether or not the deposit has been made.

You will receive a monthly account statement of your checking account and statement savings account. If no transfers occurred in your statement savings account in a particular month you will receive a statement at least quarterly.

Pre-authorized Transfers

A) Right to Stop Payment

You may stop regular payments from your account at any time. To do so, notify City National Bank of Florida at the address listed at the end of this section of the brochure in time for us to receive your request 3 or more business days before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 calendar days. We will charge you at our normal stop payment rate for each order you give. Refer to the Bank's Personal Accounts Disclosures & Schedule of Fees for the current amount of these fees.

B) Notice of Varying Amounts

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

C) Liability for Failure to Stop Payment

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

D) Liability for Failure to Make Transfers

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

- ▶ If, through no fault of ours, you do not have enough available money in your account to make the transfer.
- ▶ If the automated teller machine where you are making the transfer does not have enough cash.

- ▶ If the terminal or system 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.
- ▶ There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers

Call us at (305) 577-5500 or for Check Card loss call 24 hours at (800) 221-5920 or write us at:

25 W. Flagler Street
 3rd Floor
 Attn: E.F.T. Department
 Miami, Florida 33130

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.
- 4) The date the transaction occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. You may complete an error notification form at any branch location or send us a letter. To ensure a timely resolution to your request, please be sure to include all of the information noted in the paragraph above.

We will determine whether an error occurred within 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 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 10 business days, we may not re-credit your account the disputed amount. However, we will complete our investigation within the timeframe noted herein for the types of accounts or transactions disputed.

For new accounts (accounts which have been open 30 days or less), the Bank may extend its initial research and provisional credit period, as noted above, time 10 days to 20 days.

The maximum applicable research time is extended from 45 days to 90 days for transactions which;

- 1) are not initiated within the United States; or
- 2) resulted from a point-of-sale debit card transaction; or
- 3) occurred within 30 days after the first deposit to the account was made.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Funds Availability

Check Hold Policy. In compliance with Federal Regulation CC (Expedited Funds Availability Act), this constitutes City National Bank of Florida's check hold policy for transaction accounts (demand deposit accounts and interest checking accounts).

Determining the Availability of a Deposit. The length of the delay is counted in business days from the day of deposit. Each day is a business day except Saturday, Sunday, and Federal holidays. If a deposit is made before 4:00 p.m. on a business day at any branch in Miami-Dade or Broward County, or before 2:00 p.m. at any branch located in Palm Beach County or at any ATM, that day will be considered the day of deposit. However, if a deposit is made after 4:00 p.m. on a business day at any branch in Miami-Dade or Broward County, or after 2:00 p.m. at any branch located in Palm Beach County, or at any ATM, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit, as explained below.

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

Next-day Availability. Funds from the following deposits are available on the first business day after the day of deposit.

- U.S. Treasury checks that are payable to you
- Cash and wire transfers
- Checks drawn on City National Bank of Florida
- State and local government checks that are payable to you if you use a special deposit slip available from our customer service area.
- Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available from our customer service area.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

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

Other Check Deposits. The delay for other check deposits depends on whether they are local or non-local checks. To determine if a check is local or non-local, look at the first four digits of the nine-digit routing number in the MICR line at the bottom of the check. City National Bank of Florida's routing number is 066004367.

Some checks are marked "payable through" and have a four- or nine- digit number nearby. For these checks, use this four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check to determine if these checks are local or non-local.

Our policy is to make funds from these checks available as follows.

- 1. Local Checks.** The first \$100 from a total day's deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.
- 2. Non-local Checks.** The first \$100 from a total day's deposit of non-local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit. For example, if you deposit a non-local check of \$700 on Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the day of your deposit, not \$100 from each category of check.

Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances.

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of computer or communications equipment.

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

Other Holds. If you cash a check drawn on another bank, a hold may be placed on a corresponding amount of available funds already in your account. The hold will last the same amount of time as if the check had been deposited.

If you deposit a check into your account, we may make the funds available immediately but delay the availability of a corresponding amount of funds in another of your accounts. The hold will last the same amount of time as described above for the type of check deposited.

Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first thirty (30) calendar days your account is open.

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

The first \$5,000 from deposits of local and non-local checks will be made available on the sixth and ninth business day after day of deposit, respectively. All checks deposited in excess of \$5,000 of a day's total deposit may be made available on the ninth banking day after day of deposit.

Liability for Certain Losses. In the event of a loss resulting from a delay in return caused by either (a) endorsements that are not legible because of material on the back of the check at the time it was issued; or (b) delay caused by the condition of the checks arising after issuance until deposit, the depositor shall be and assumes all responsibility for said loss or losses.

Non-Transaction Accounts. Our check hold policy for non-transaction accounts is four business days for local checks deposited and seven business days for non-local checks deposited.

Privacy Policy

The confidentiality of our customer's personal and financial information is a high priority with City National Bank of Florida. The following are our principles of privacy.

1. The Bank will protect, according to strict standards of security and confidentiality, any information our customers provide us.
2. The Bank will limit the collection and use of customer information to the minimum we require to deliver service to our customers, which includes the administration of your accounts and providing information on products and services, which may meet your needs.
3. We limit access to customer information to employees who have been trained in the proper handling of such information. Employees who violate our Privacy Policy will be subject to our disciplinary process.
4. We will not reveal customer information to any external organization unless we have previously informed you in disclosures or agreements, have been authorized by you, or are required by law.
5. We will maintain control over the confidentiality of our client information. We may facilitate relevant offers from reputable companies. However, we will not divulge confidential customer information, unless you specifically express interest in their products or services.
6. At least annually, we will inform our customers how they may remove themselves from marketing lists. However, you may contact us to remove your name from our marketing lists at any time.
7. When we use third party service providers, who offer support services to the Bank, we will require them to follow our privacy policy and allow us to audit them for compliance.
8. For purposes of credit reporting, verification, and risk management, we will exchange information about our customers with reputable service companies.
9. We will attempt to keep customer files complete and accurate. Customers may contact the Bank to access information about their accounts, (except when we are prohibited by law). Information regarding errors should be sent to:

City National Bank of Florida
 Attn: Deposit Operations
 25 W. Flagler Street
 Miami, FL 33130

Identity Theft and Pretext Calling

Identity theft affects more than 500,000 consumers a year. It involves the fraudulent use of a person's personal identifying information, such as a social security number, mother's maiden name, date of birth, or account number to open fraudulent new credit card accounts, charge existing credit card accounts, write checks, open bank accounts, or obtain new loans. They may obtain this information by:

1. Stealing wallets that contain personal identification information and credit cards.
2. Stealing bank statements from the mail.
3. Diverting mail from its intended recipients by submitting a change of address form.
4. Rummaging through trash for personal data.
5. Stealing personal identification information from workplace records.
6. Intercepting or otherwise obtaining information transmitted electronically.

To prevent identity theft, the Bank may verify customer account information by using third party sources, such as consumer reporting agencies, by verifying change of address requests on existing accounts, and by maintaining adequate security standards.

Pretext calling is another fraudulent means of obtaining a person's personal information. Pretext callers may contact bank employees, posing as customers, to access customers' personal account information. Information obtained from pretext calling may be sold to debt collection services, attorneys, and private investigators to use in court proceedings. Identity thieves may also

engage in pretext calling to obtain personal information to create fraudulent accounts.

The following are a few basic steps outlined by the Office of the Comptroller of the Currency to avoid becoming a victim of identity theft and pretext calling:

- Do not give personal information such as account numbers or social security numbers, over the telephone, through the mail, or over the Internet, unless you initiated the contact or know with whom you are dealing.
- Store personal information in a safe place and tear up old credit card receipts, ATM receipts, old account statements, and unused credit card offers before throwing them away.
- Protect your PINs and other passwords. Avoid using easily available information, such as your mother's maiden name, your birth date, the last four digits of your social security number, your phone number, etc.
- Carry only the minimum amount of identifying information and number of credit cards that you need.
- Pay attention to billing cycles and statements. Inquire of the bank, if you do not receive a monthly bill. It may mean that the bill has been diverted by an identity thief.
- Check account statements carefully to ensure all charges, checks, or withdrawals were authorized.
- Guard your mail from theft. If you have the type of mailbox with a flag to signal that the box contains mail, do not leave bill payment envelopes in your mailbox with the flag up. Instead, deposit them in a post office collection box or at the local post office. Promptly remove incoming mail.
- Order copies of your credit report from each of the three major credit bureaus once a year. The law permits the credit bureaus to charge \$8.50 for a copy of the report (unless you live in a state that requires the credit bureaus to provide you with one free copy of your report annually).
- If you prefer not to receive preapproved offers of credit, you can opt out of such offers by calling (888) 5 OPT OUT.
- If you want to remove your name from many national direct mail lists, send your name and address to:

DMA Mail Preference Service
P.O. Box 9008
Farmingdale, NY 11735-9008

- If you want to reduce the number of telephone solicitations from many national marketers, send your name, address, and telephone number to:

DMA Telephone Preference Service
P.O. Box 9014
Farmingdale, NY 11735-9014

To safeguard against pretext calling, banks are encouraged to limit telephone disclosures of customer information, train employees to recognize fraudulent attempts to obtain customer information, and to test information security systems. In addition, if the bank is informed of such type of activity, it must report it to the regulators using Suspicious Activity Reports (SARs).

The following are recommendations outlined by the Office of the Comptroller of the Currency if someone has stolen your identity:

- Contact the police to file a report with your local law enforcement. If your identity was stolen when you were away from home, you will need to contact the police in that jurisdiction, too.
- Contact the fraud department of each of the three major credit bureaus to report the identity theft and request that the credit bureaus place a fraud alert and a victim's statement in your file. The fraud alert puts creditors on notice that you have been the victim of fraud, and the victim's statement asks them not to open additional accounts without first contacting you.

The following are the telephone numbers for the fraud departments of the three national credit bureaus:

Trans Union: 1-800-680-7289
Equifax: 1-800-525-6285
Experian: 1-888-367-3742

You may request a free copy of your credit report. Credit bureaus must provide a free copy of your report, if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing.

- Review your report to make sure no additional fraudulent accounts have been opened in your name, or unauthorized changes made to your existing accounts. Also, check the section of your report that lists "inquiries" and request that any inquiries from companies that opened the fraudulent accounts be removed.
- Contact any bank or other creditor where you have an account that you think may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your account, change your account PIN or password, or close your account, if there is evidence that your account has been the target of criminal activity. If the bank closes your account, ask them to issue you a new credit card, ATM card, debit card, or checks, as appropriate.
- It is also good to contact other authorities that specialize in identity theft. The Federal Trade Commission (FTC) runs the ID Theft Hotline and the ID Theft Data Clearinghouse.

FTC Identity Theft Hotline: (877) IDTHEFT (483-4338)

If your social security number has been compromised, report it immediately to the Social Security Administration.

Social Security Fraud Hotline: (800) 269-0271

If mail service was used in the fraud, contact the U.S. Postal Inspection Service. This agency is helpful if any fraudulent utility bills or apartment leases show up on your credit report.

U.S. Postal Inspectors: (800) 372-8347