AMERANT BANK

DEPOSIT AGREEMENT

Effective June 15th, 2026

INTRODUCTION

Thank you for choosing Amerant Bank, N.A. We welcome the opportunity to serve you. Our Deposit Agreement (hereinafter the "Agreement") contains the following important sections:

I. ACCOUNT TERMS AND CONDITIONS
II. PROTECTING YOUR ACCOUNT INFORMATION / FRAUD PREVENTION RESOURCES
III. HOW TO CONACT US

Please **READ** and **RETAIN** this Agreement so that you can refer to it whenever you have a question about your account. If you have any questions after reading this Agreement, we will be happy to answer them. You may obtain an additional copy at any Amerant Bank, N.A. banking center or by calling the best telephone number for you in Section III, How To Contact Us.

I. ACCOUNT TERMS AND CONDITIONS

1. **Legal Effect of Agreement / Binding Contract.** This Agreement governs all deposit account(s) (hereinafter referred to as "account" whether singular or plural) established with Amerant Bank, N.A., and replaces and supersedes any previous deposit agreement(s). The words "we", "our", "us", "Bank" or "Amerant" refer to Amerant Bank, N.A.. The words "you", "your", "customer", "client", and "depositor" refer to the deposit account owner, authorized signer(s), each joint owner identified on the signature card or other account documents (including our system) and each of their legal representatives (e.g., court appointed custodians / receivers, bankruptcy trustees, attorneys-in-fact, etc.), including legal entities (e.g., corporations, LLCs, partnerships, trusts, etc.), or any person applying for the opening of a deposit account. By signing our signature card, other applicable account authorization document, account opening application, or by otherwise applying to, opening or maintaining a deposit account, you (and any and all successors, heirs, executors and other legal representatives of the depositor) accept and agree to be bound by the terms and conditions of this Agreement, including as may be applicable to your account the *Schedule of Fees, Privacy Policy, Funds Availability Policy* and any other account or product specific disclosure. Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a custodial, fiduciary, quasi–fiduciary or special relationship between us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

2. **Important terms we use throughout the Agreement**:
   a. "account" or "deposit account" – depending on the context or term used, means a personal / consumer or business checking account (aka demand deposit account), savings account, money market account, NOW (as defined below), certificate of deposit, IRA (defined below), or any similar type of deposit account established at the Bank.
   b. "ACH" – means the Automated Clearing House.
   c. "ATM" – means automated teller machine.
   d. "Business Day" – means any day that is not a Saturday, a Sunday or other day on which commercial banks are required or authorized to be closed under applicable Federal or State law.
   e. "check" – means a written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.
   f. "consumer" or "personal" – these terms are used interchangeably to mean an account or any matter relating to a natural person (i.e., not a business).
   g. "ID" – means unexpired government issued photo identification.
   h. "IRA" – means an individual retirement account.
   i. "item" – depending on the context in which it is used, includes all orders and instructions for the payment, transfer or withdrawal of funds from an account. As examples, item includes: a funds / wire transfer, a check, substitute check, purported substitute check, electronic transaction (including an ACH (debit or credit), ATM withdrawal or transfer, or point of sale transaction), draft, demand draft, remotely created check, remotely created check, image replacement document, indemnified copy, preauthorized draft, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or other order of instruction for the payment, transfer, or withdrawal of funds, or an image, digital image or photocopy of any of the foregoing. Item also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. Item may also include a cash-in ticket and a deposit adjustment. Item may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.
   j. "NOW" – depending on the context, means negotiable order of withdrawal or negotiable order of withdrawal account.
   k. "OFAC" – means the Office of Foreign Assets Control, it is an Office of the US Department of the Treasury which administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in

activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

l. "Payment order" – means your funds transfer instructions to the Bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank / financial institution to pay, a fixed or determinable amount of money to a beneficiary if: (a) the instruction does not state a condition to payment to the beneficiary, other than time of payment; (b) the Bank is reimbursed by debiting an account of, or otherwise receiving payment from you; and (c) the instruction is transmitted by you directly to the Bank or to an agent, funds-transfer system, or communication system for transmittal to the Bank.

3. **Scope of the Agreement - Deposit Products.** This Agreement covers all types of deposit accounts offered by the Bank, now or in the future, including demand deposit accounts, money market / savings accounts, and certificates of deposit, and IRAs. These deposit account products are described in detail in separate brochures or matrices available at the Bank's branches, and its web page (amerantbank.com). Additional disclosures that supplement this Agreement include the *Schedule of Fees, Privacy Policy, Funds Availability Policy, Deposit Account Resolution and Authorization for Legal Entities (business accounts only) and the Signature Card*, as well as other account or product specific disclosure. This Agreement does not cover products such as loans, safe deposit boxes, investment products, trust agreements, credit cards, etc. Product specific disclosures / agreements for systems / services, are found in separate agreements, the terms and conditions of those systems / services are contained in those separate agreements and where any inconsistencies between those agreements and this Agreement are found, the system / service specific agreement shall prevail.

4. **Opening Accounts.** Accounts are opened subject to approval through satisfactory reference. The Bank reserves the right to refuse to open an account, and the Bank may at any time at its sole discretion refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit, or close any account. By your request 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 obtain your credit information 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. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law, except as you or we limit such disclosures under the terms of our consumer *Privacy Notice*.

5. **Customer Identification, Beneficial Ownership, and Due Diligence Requirements.** The USA PATRIOT Act and federal law, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution. When you apply for an account, we will ask for your legal name, address, date of birth (not applicable to entities) and your Tax Identification Number ("TIN"). We may require one or more forms of ID. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity and customer agrees that Bank can use any reasonable means, for example credit reporting agency or other bureau. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, as required by federal law, we will not open your account or we may close the account if it was previously funded. In addition, from time to time, the Bank may need to update information on customer identification or transactions performed. In this event, the customer agrees to provide information within a reasonable time upon the Bank's request. As required by applicable law, customer agrees to provide all requested information on: (a) the beneficial owners of any entity requesting the establishment of an account, including the ultimate beneficial owners (i.e., the natural persons who ultimately own the entity, directly or indirectly) and (b) with respect to the particulars (e.g., who, what, when, where, why, and any related transaction documentation) of any transaction handled by the Bank on behalf of the customer. You acknowledge that failure to provide any requested information may result in the Bank closing your account or relationship, in the Bank's sole discretion.

6. **Internal Revenue Service ("IRS") Requirements.** The IRS requires us to obtain the TIN applicable to an account. For individuals, this is your social security number ("SSN"), if you are eligible for a SSN. If you are not eligible for a 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. Lastly, for those accounts wherein an "applied for" ormissing TIN / SSN / ITIN or EIN is not provided timely, Amerant is required under the USA PATRIOT Act to discontinue service and shall close your account.

7. **Foreign Account Tax Compliance Act (FATCA).** Under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, (the "Code"), or any amended or successor version that is substantively comparable, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of

the Code (collectively, "FATCA"), we are required to withhold thirty percent (30%) on certain U.S. source payments made to foreign entities, including foreign financial institutions (“FFIs”), if we are unable to document such entities' status for purposes of FATCA. We must also report certain information to the IRS, including about certain non-financial foreign entities with substantial U.S. owners. In light of the foregoing, you hereby represent, warrant, acknowledge and agree as follows:

a. **FATCA; General Exculpation of Liability.** You hereby acknowledge and agree that if a payment made to you by us in connection with an account, this Agreement, or any products or services provided by us to you would be subject to U.S. federal withholding tax imposed by FATCA, you shall deliver to us at the time or times prescribed by law and at such time or times requested by us, such documentation requested by us as may be necessary in our sole discretion for us to comply with our obligations under FATCA or to determine the amount to deduct and withhold from such payment. You agree to hold the Bank harmless consistent with Section I, paragraph 26 and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Indemnified Party (as that term is defined in Section I, paragraph 26) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to any of our obligations with respect to FATCA, including, as applicable, reporting of information or withholding on any payments received or originated by you.

b. **Beneficial Ownership and Other Due Diligence.** In the event we establish an account for a foreign legal entity, we shall perform due diligence in order to determine if any substantial U.S. ownership exists. Further, we may ask you questions with respect to your U.S. taxpayer status and will require you to complete a W-9 or W-8, as applicable. In addition, we will inquire as to the nature of your payments (foreign and domestic), the payee, and / or the status of the foreign beneficiary bank / financial institution in order to comply with our obligations under FATCA. In light of the foregoing, you agree to promptly provide us with all documentation and other information about you required under FATCA and applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act that has been requested by us from time to time.

c. **Withholding.** In the event that we are unable to determine that a payment made to or from your account is subject to withholding under FATCA or you have not met your obligations as summarized above, you hereby acknowledge and agree that we may, in our sole discretion, withhold thirty percent (30%) of the gross amount of such payment or such other amounts as may be required by applicable law.

d. **Reporting.** We are also required to report to the IRS certain information, including about certain non-financial foreign entities with substantial U.S. owners and payments made to nonparticipating FFIs. In light of the foregoing, you hereby consent to and waive any right of confidentiality under applicable law to the disclosure of such information to the IRS.

e. **Change in Circumstances.** For purposes of FATCA you are considered to have a “change in circumstances” if such change results in the addition of information (i.e., U.S. indicia that is not otherwise cured by documentation on file and that is relevant to your U.S. or foreign status, FATCA Chapter 4 status (as such term is defined in FATCA) and the status of your payees in connection with your account claimed) relevant to a person’s claim of foreign status or otherwise conflicts with such person’s status under FATCA. A change in circumstances affecting the withholding information provided to us, will terminate the validity of the withholding certificate (i.e., W-8 or W-9) with respect to the information that is no longer reliable, until the information is updated. Accordingly, you have an obligation to notify us of a change in circumstances. If a change in circumstances makes any information on a withholding certificate or other documentation incorrect, you must inform us within thirty (30) days of the change and furnish a new withholding certificate and provide new documentary evidence to document the validity of a claimed exemption where U.S. indicia is reflected. Failure to notify us of change in circumstances or provide appropriate documentation regarding the validity of any claimed exemption may result in the application of withholdings to payments to or from your account.

8. **<u>Non-resident Aliens / Foreign Legal Entities</u>.** Your account will be classified as belonging to a foreign person (“Foreign Person Account”) if: (i) you or any account owner is a non-resident alien (“NRA”) or (ii) the entity is a foreign legal entity (“FLE”). In general, an NRA is an individual that is not a U.S. national or a U.S. citizen; and a FLE is a legal entity formed in a jurisdiction outside of the U.S. If your account is classified as a Foreign Person Account each of the owners of record must certify their foreign status and beneficial ownership at the time the account is opened by completing IRS Form W-8 BEN (for NRAs) or Form W-8 BEN-E (for FLEs); or other applicable W-8 (jointly “Form W-8”). You must re-certify your foreign status every three (3) calendar years, or as made applicable by the IRS. If you do not re-certify your foreign status, we are required to withhold a percentage of the interest earned on the account. Funds remitted to the IRS as backup withholding or any other form of withholding is nonrefundable by the Bank. If applicable, you will be required to file with the IRS for refund. You agree to hold the Bank harmless consistent with Section I, paragraph 26, for any and all losses associated with your failure to re-certify your foreign status. It will be your responsibility to inform the Bank if, for any circumstance specifically applicable to you, you believe you are not required to fill a Form W-8; or your NRA or FLE status has changed. In those cases, the Bank may request you to provide additional information to support any changes

in your legal status. For additional information on the Form W-8 / W-8 BEN, please visit the IRS official website at www.IRS.gov.

9. **<u>Signature Cards and Authorized Signatures / Signers</u>.** Upon opening an account, you and all authorized signers will be required to sign a signature card. The authorized signatures for an account are those reflected on the signature card, any resolution or other separate written authorization relating to the account received by Amerant. Alternatively, if you have opened your account electronically or have signed or authenticated an account signature card electronically, you agree that any written signature that you apply or cause or direct to be applied to any item drawn on your account or alternatively, the signature that appears on your ID provided to the Bank, is an authorized signature for purposes of your account and that the Bank, in paying items drawn on your account, may refer to and rely on such written signatures for signature verification purposes. We shall be entitled to rely upon any signature of record (as provided for herein) or recorded signature card until the depositor has delivered to Amerant an appropriately executed new signature card, a resolution or other written document revoking or modifying the authorizations contained therein and Amerant has had a reasonable time to act thereon. For the payment of funds and for other purposes relating any account you have with Amerant, we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe, in good faith, that the signature appearing on such checks or instructions is not genuine. If the signature card is not returned, you agree that we will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is authorized. We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. Moreover, you guarantee and warrant that any unsigned draft that you deposit into your account is authorized. If we pay an item that you have not signed, but you have provided information identifying your account to a seller of property or services who created an item purportedly authorized by you, payment of the item is deemed to be authorized. Should any conflicts in the terms of the signature card and this Agreement occur, then the terms of this Agreement shall control.

   ALTHOUGH YOUR SIGNATURE CARD OR RESOLUTION MAY INDICATE THAT MORE THAN ONE SIGNATURE IS REQUIRED ON CHECKS OR ANY OTHER TRANSACTION FOR THE WITHDRAWAL OR TRANSFER OF FUNDS, THAT NOTATION IS PRINCIPALLY FOR YOUR OWN CONVENIENCE AND INTERNAL CONTROL PURPOSES. WE DO NOT ASSUME A DUTY TO SUPPORT MULTIPLE SIGNATURE REQUIREMENTS. AS SUCH, <u>WE ASSUME NO DUTY TO CONFIRM THAT TWO OR MORE (OR ANY COMBINATION) OF AUTHORIZED SIGNERS HAVE APPROVED ANY TRANSACTION</u>. <u>UNLESS WE ENTER INTO A SEPARATE WRITTEN AGREEMENT TO THE CONTRARY, WE SHALL ACT UPON THE INSTRUCTIONS OF ANY ONE AUTHORIZED SIGNER</u>. IF WE AGREE IN WRITING TO ENFORCE A MULTIPLE SIGNATURE REQUIREMENT FOR CHECK OR ANY OTHER WITHDRAWAL, YOU AGREE TO ORDER CHECKS THAT BEAR A LEGEND ABOVE THE SIGNATURE LINES THAT TWO SIGNATURES (OR MORE, IF APPLICABLE) ARE REQUIRED.

10. **<u>Facsimile Signatures</u>.** 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 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 any electronic identifier 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 (not limited to all claims, costs, losses and damages, including attorneys' fees), we may incur for reasonably acting upon such requests, instructions or transactions which bears your facsimile signature or 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.

11. **Service Charges / Fees**. You agree to pay service, maintenance and other charges / fees in accordance with the *Schedule of Fees* as well as any product specific charges / fees, as amended from time to time. Notice of any changes affecting the service charges / fees, will be provided in writing to you as you have elected (e.g., electronically or at the address shown on our records) or by any other method permitted by law and a reasonable period of time will be given before any changes become effective.

12. **Pledges and Security Interests in Favor of Others.** You cannot give a security interest or pledge your account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else. Any changes you request us to make to your account are not effective until accepted by us and we have had a reasonable time to act on the new information. Any pledge of an account to a third-party remains subject to the Bank's right of setoff and security interest. Any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied and (2) the debt may be satisfied with the funds in this account.

13. **Form of Account Ownership.** When you open an account you may choose one of several types of ownership. The classification of your account as a personal or business and the form of ownership for your account are designated on the signature card when you open the account. In the absence of a signature card, our system of records shall be conclusive. Unless your signature card or account opening documents so designate, where two or more individuals are designated or appear on a signature card as owners of such account, then as between them, we will treat the owners as joint tenants with rights of survivorship. For any joint account or account with POD (as defined below) designation, where a joint owner or last owner has died, we reserve the right not to release funds in the account until all necessary legal documents and other requested information are delivered to us. You agree to notify us of the death of any joint owner and to reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the account to you. You agree that if your account is identified as one offered only to individuals or unincorporated non-business associations, it shall not be used for a business purpose. At the sole discretion of the Bank, any such account may be closed and a business account required to be opened.

    NOTE: Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.

    a. **Personal Accounts.** The forms of ownership for personal accounts, include, but may not be limited to, the following:

        i. **Individual Accounts (Single Party Account)***.* An account may be opened in the name of one natural person / individual who has the sole right to deposit or withdraw funds from the account.

        ii. **Joint Accounts.** 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. As a joint account, each of the joint tenants owns an undivided interest and has total control of the account. 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. Any joint owner may close the account. 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 with right of survivorship and not as tenants in common (unless specifically selected on the signature card) 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. All joint owners will be jointly and severally liable for all activity related to the joint account, including responsibility for paying overdrafts created by any authorized signer(s) or party to the joint account, whether or not they participate in the transaction or benefit from its proceeds. 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. Although the Bank shall have no obligation to notify any one or more of you regarding any change to or other action concerning the joint account made or taken by another of you, the Bank may, notwithstanding any other provisions of this paragraph, require the signatures of all of you in order to pay any item or take any other action relating to the joint account if the Bank (i) has received conflicting demands or instructions from any two or more of you, (ii) has received an instruction signed by less than all of you seeking to change the title of (or restrict the payment or transfer of funds in) the joint account, or (iii) has concluded for any other reason, in the Bank's discretion, that it is prudent to require the signatures of all of you.

Multiple Party (Joint) Account with Right of Survivorship (also-known-as (AKA): Joint Tenancy with Right of Survivorship). Right of survivorship means that when a co–owner dies, the funds in the account belongs to the surviving co–owner(s), subject to our right to charge the account for any amount the deceased co–owner or a surviving co–owner owes us. Creditors can levy, garnish or judicially withdraw (hereinafter collectively "Levy") 100% of the funds in the account, regardless of contribution. You agree to hold the Bank harmless for its execution of any such Levy on your account.

Multiple Party (Joint) Account - Tenancy by the Entirety with Right of Survivorship **(FLORIDA ONLY)**. Only available to married couples and must be specifically designated as such on the signature card, otherwise, you agree the account shall be a Joint Tenancy with Right of Survivorship. This form of account ownership is not available in Texas and if selected, you are hereby notified and agree that the account shall be a Joint Tenancy with Right of Survivorship. Upon death of a spouse the account passes to the survivor spouse. Upon divorce, you agree the account becomes a Joint account with Right of Survivorship and all rights and privileges of such designation apply. As long as the joint account holders are married, only creditors of both account holders can Levy funds from the account. You agree to hold the Bank harmless for its execution of any such Levy on your account. You acknowledge that the Bank's Security Interest / Right of Setoff, as described in Section I, paragraph 23, of this Agreement, is, in no way limited by this account designation and you agree to hold the Bank harmless for any exercise thereof.

Multiple Party Account without Right of Survivorship (AKA: Tenancy in Common). A Tenancy in Common account is also in the name of two or more individual owners, with no right of survivorship. Consistent with the "Ownership" presumption designated below, upon a Levy by a creditor and absent a clear articulation of the ownership percentages of the account, you agree the Bank has acted reasonably and to hold the Bank harmless for Levying an equal share (50% / 33% / 25%, etc.) of the balance in the account as of the date such Levy is received by the Bank. Withdrawal rights are summarized in the section titled "Joint Accounts". Until we receive notice of the death of any joint tenant and have a reasonable period of time to act, any tenant in common will have complete withdrawal rights to the entire account balance. For purposes of your estate, we encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however affect the "number of signatures" necessary for withdrawal. If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them. Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

Each Tenant in Common is presumed to "own" the funds in proportion to that person's net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common or a Levy on the account, the balance in the account at the time immediately before the death of the tenant in common or the date of the Levy, each Tenant in common will be deemed to own an equal share (50% / 33% / 25%, etc.) of the balance in the account. You agree to hold the Bank harmless for its execution of any such Levy on your account. After death and our receipt of notice of such death, the decedent's equal share will be set aside for the estate of the decedent, and the survivor's share in the account balance will be at the disposal of the surviving tenant in common.

iii. **Minor Accounts**. Account opened by a custodian for a minor to receive funds owned by the minor. In the State of Florida and Texas, a minor is any individual under 18 years of age. Minors may make withdrawals if consented to in writing by the custodian by allowing minor's signature to be recorded on the signature card. ATM or debit cards are generally not issued on these accounts, unless authorized by an adult who is a joint owner of the account (usually a parent, guardian or custodian). Eligibility for a youth savings accounts is for customers under 18 years of age. Once the age limitations have been exceeded, current account charges for regular savings accounts will apply, and the account will be subject to all applicable terms and conditions.

b. **Personal Account Beneficiary Designations / Terms for "Payable on Death" Accounts.** For an individual or joint account, you may choose to make your account payable on your death to one or more payable on death ("POD") beneficiaries. You can make your account a POD account by instructing us to list each POD beneficiary on the account and complying with the applicable state law. The applicable state law usually imposes requirements that must be met to create a POD account. Reference to any of the following: words or letters in the account title systemically or on the signature card such as: "payable on death" or "POD", "in trust for" or "ITF", "as trustee for" or "ATF", "transfer on death" or "TOD", or "Totten Trust", are agreed upon by you and the Bank to mean POD as defined in Florida/Texas law and you hereby direct the Bank to act consistent with applicable Florida / Texas law on POD accounts. If the applicable requirements are not met, we may treat your account as though there is no POD beneficiary.

During your lifetime, a POD account belongs to you. You may close the account, remove or add one or more POD beneficiaries, change the account type or ownership, and withdraw all or part of the funds in the account. When the account owner or last co–owner dies, we may pay any funds remaining in the account to the then surviving (if any) POD beneficiary(ies), subject to our right to charge the account for any amount a deceased owner, co–owner or POD beneficiary owes us. We shall pay each then surviving POD an equal amount, unless you instructed us otherwise in writing (e.g., on the signature card, executed letter, or other acceptable form of written communication), and you agree to indemnify and hold the Bank harmless for any such distribution. A POD beneficiary does not acquire an interest in the account until after the death of the account owner or the last co–owner. A POD beneficiary may acquire an interest in the account at that time but only if the POD beneficiary is alive. In the case of a minor beneficiary, the legal guardians of the minor should be the payee of the balance of the account (e.g., Jane Jetson and George Jetson as guardians for Susie Jetson, minor). A copy of the beneficiary's birth certificate should be obtained and the guardians validated against it or other legal documentation along with a confirmation of the beneficiary's age. The Bank may request any supporting documentation it reasonably believes provides proof of custodianship. A beneficiary's receipt of payment either directly or through payment to a guardian or executor, shall be a valid release and shall discharge the Bank of any responsibilities for all such payments. If no beneficiary survives the account owner(s), sums on deposit belong to the estate of the last surviving account owner. POD accounts shall be governed by applicable Florida / Texas law regarding pay-on-death accounts, as such may be modified from time to time.

c. **Business / Commercial Accounts.** If the account owner 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 a personal capacity, each person signing the signature card or completing other account opening requirements represents and agrees that they:
   - Are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
   - That all resolutions and / or other documentation delivered to us in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by us;
   - Withdrawals are paid on the signature of any one authorized person, officer, partner, etc., as specified in the business' resolution with the Bank;
   - Authorized agents / directors / partners / members, etc., as provide in the then existing resolution, are duly authorized to add or remove any authorized signer by written notice to Bank;
   - Have furnished all documents or other information necessary to demonstrate that authority;
   - Will furnish other documents and complete other requirements as we may request from time to time;
   - 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; and
   - You agree to notify us in advance of any change in your form of ownership or authorized signers.

   We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed. 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 us.

d. **Attorney-in-Fact / Guardian / Representative, etc.** If the account owner is a natural person, 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, guardian, or representative, each person signing the signature card or any other documents, individually and in such capacity, represents and agrees that: (i) such person is fully authorized to execute all documents in the capacity stated therein; (ii) such person has furnished all documents necessary to evidence that authority; (iii) such person and account owner will furnish any other documents in such a form as we may request from time-to-time; and (iv) 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.

e. **Fiduciary Account.** Upon request of the Bank, any person acting in a fiduciary capacity 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. For purpose of this section, a person acts in a fiduciary capacity when there is 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.

f. **UTMA Account.** Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority, as provided in applicable law. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the child's benefit. Further, the custodian and / or any person opening this type of account, in their individual capacity, agree to indemnify and hold us harmless from and against all loss, costs, damage, liability, or exposure, including reasonable attorney's fees we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with this type of account.

g. **Transfer of Accounts and Account Ownership.** Your personal and / or business account is for your use only. It is non–transferable and non–negotiable. Ownership of your account is transferable only on our records with our consent. We may, in our sole and absolute discretion, withhold such consent. In summary:
   - You may not grant, transfer or assign any of your rights to your account without our written consent.
   - Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.
   - We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest.
   - No assignment by you of your account will become effective on the Bank until we consent, have documented the transfer consistent with the Bank policies and procedures and applicable law, and make appropriate changes to documents and systems / records of the Bank.

14. **<u>Checking, Interest Checking, NOW, Savings / Money Market, and Certificate of Deposits</u>.**
   a. **Types of Accounts.** We offer several different types of accounts for personal and business customers. For a listing of such account types, please see our account brochures.

   b. **Limitations on Withdrawals from NOW and Savings / Money Market Accounts.** We have elected to retain the right to ask for seven (7) days written notice before you may withdraw money from interest-bearing NOW, savings and money market accounts.

   c. **Savings & Money Market Accounts.** Transaction and transfer limitations, if any, and related fees are governed by the applicable product materials and disclosures provided.

15. **<u>Fraud Detection / Deterrence</u>.** There are several precautions that you can and should take to decrease the risk of unauthorized transactions from your account. 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, withdrawal tickets, blank or unused checks, electronic User ID's and 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 that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, the Bank 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 (*see* Section I, paragraph 10), if any; and
   g. Authorizing third parties (e.g., your employees, vendors, etc.) to be authorized signers on the account increases the risk of fraud substantially and a much higher level of vigilance and oversight with respect to monitoring the proper handling of the account is necessary. You and Amerant herein agree that Amerant shall not be responsible for the wrongful or criminal acts of depositor's employees / authorized account signers and you agree to indemnify and hold us harmless from any claim or liability whatsoever arising from any misconduct by said individuals on your account.
   h. We make our Positive Pay service available to all business customers. Positive Pay can be extremely helpful in preventing fraudulent checks from being charged against your account. If you choose not to use our Positive Pay service, you agree to assume a heightened degree of responsibility for safeguarding your checks, supervising persons who have access to your checks and statements, reviewing all returned checks and statements, and immediately reporting any unauthorized check transactions involving your account.

   Subject only to Regulation E consumer (not business) protections, you agree that if you fail to follow these and other precautions prudent to your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item and we will not be required to re-credit your account or otherwise have any liability for paying such items.

16. **Statement of Account.** Your statement will be mailed or will be made available to you electronically (Online Banking / TreasuryConnect System) monthly, quarterly or annually, depending on the type of account and the services you have with us and, if applicable, will include the amount of interest earned for the statement period. We will mail your statements to the address we have for you in our records. If you elect to have statements mailed to another address, you are still responsible for careful and prompt examination of the statement and the timely reporting of any problems or unauthorized transactions as outlined below.

    You agree to notify us if you change your address and / or any contact telephone information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any statement is returned to us because of an incorrect address, we may stop sending statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your statement of account available to you, as of five (5) calendar days after the statement end date. If you had previously requested us to hold rather than mail your statements, you must call for them promptly. You will be responsible for the same care in reviewing these statements as if they were mailed.

    You are responsible for notifying us promptly if you do not receive your statement(s). If you do not receive your statement contents (or you receive illegible copies of imaged checks or imaged substitute checks) we will provide to you, to the best of our ability and the industry standards under the Check Clearing for the 21st Century Act (Check 21), legible copies of the imaged checks within a reasonable time after your written request (that sufficiently identifies the checks requested). The Bank will provide copies of statements, checks, deposit or withdrawal slips or other account records for a service charge as set forth in the *Schedule of Fees*.

17. **Reviewing Statements and Reporting Problems.** You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit, illegible image or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account, or any other errors in your account statement (hereinafter collectively referred to as "Discrepancy(ies)"). Therefore, you should carefully examine your account statements, cancelled checks, and / or copies thereof, when you receive them. If you discover (or reasonably should have discovered) any Discrepancies, you must promptly notify us of the relevant facts. If you fail to review your statements and / or report problems timely (as provided below), you will have to either share the loss with us, or bear the loss entirely yourself, depending on whether we exercised ordinary care and, if not, whether the Bank substantially contributed to the loss. The loss could be not only with respect to items on the statement, but other items forged or altered by the same wrongdoer. If the previous sentence applies, but you are able to prove that we failed to exercise ordinary care in paying the item in question and that our failure substantially contributed to the loss, then the loss will be allocated between us based on the extent to which our respective failures to exercise ordinary care contributed to the loss. In that regard, and as is disclosed elsewhere in this Agreement, we process checks and other items by automated means and do not visually examine all checks or other items. You agree that we do not fail to exercise ordinary care because we use these automated procedures. You also agree that we do not fail to exercise ordinary care if the items were forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration.

    Subject only to Regulation E consumer (not business) protections, you agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of twenty-five (25) days from when the statement is mailed or first made available to you. Unless you notify the Bank of any Discrepancy in a statement within twenty-five (25) days (for <u>consumers only</u>, sixty (60) days for electronic transfers (EFTs) subject to Regulation E which, by way of example, includes debit card ATM and point of sale transactions, as well as ACH system transactions but does not cover credit card transactions, checks or wire transfers) after receiving it, you will be deemed to have admitted its correctness and will have waived any right to object to it.

    YOU FURTHER AGREE THAT IF YOU FAIL TO REPORT ANY DISCREPANCIES RELATING TO A CHECK, DEPOSIT OR OTHER CREDIT OR DEBIT ENTRY TO YOUR ACCOUNT WITHIN TWENTY-FIVE (25) DAYS OF WHEN WE MAKE THE STATEMENT AVAILABLE, YOU CANNOT ASSERT A CLAIM AGAINST US ON ANY ITEMS IN THAT STATEMENT AND THE LOSS WILL BE ENTIRELY YOURS. THIS TWENTY-FIVE (25) DAY LIMITATION IS WITHOUT REGARD TO WHETHER WE EXERCISED ORDINARY CARE. FOR CONSUMERS, REGULATIONS GOVERNING ELECTRONIC FUNDS TRANSFER ("EFT") PROVIDE UP TO SIXTY (60) CALENDAR DAYS FOR REPORTING "ERRORS". The depositor also agrees to return immediately to the Bank any check images, or other items which do not belong to the depositor.

    In addition, the depositor must immediately report missing, stolen or unauthorized checks, cards, preprinted withdrawal slips or other account related material to us. For stolen checks reported, the Bank may close the account. **IF THE DEPOSITOR DOES NOT REPORT TO US ANY MISSING CREDIT OR DEBIT ITEMS, UNAUTHORIZED SIGNATURES, ANY 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 CHECK 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 TWENTY-FIVE (25) 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.

If your statements are retained at the Bank until you request them, each statement will be deemed to have been made available to you for purposes of this Agreement five (5) calendar days after the statement end date and for electronic statements shall be deemed received on the date they are provided within our Online Banking, Treasury Connect or mobile banking service. If you have elected not to receive copies of cancelled checks with your statements, and the Bank permits such an election, the cancelled checks or legible copies will be provided to you within a reasonable time after the receipt of your written request that sufficiently identifies the checks requested. You agree to pay the applicable service charge for retrieval and copying of the requested checks.

Because you are in the best position to discover an unauthorized signature, an unauthorized endorsement, missing deposit, or an alteration, then you agree that the Bank will not be liable for paying such items if: (1) You did not examine the statement and the canceled checks (if included) or you did not report unauthorized signatures, unauthorized or missing endorsements, encoding errors or alterations or missing deposits to us within the time period set forth above, or (2) these items were forged or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the forgery or alteration could not be detected by a reasonable person. The depositor may bear some or all of the loss resulting from an alteration or forgery of a check on an account if the depositor's failure to exercise ordinary care substantially contributed to the alteration or forgery.

If the depositor reports to us any Discrepancy or missing, stolen or unauthorized checks, cards, preprinted withdrawal slips or other account related material 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 or issue in question and the circumstances surrounding the loss. The depositor also agrees upon the Bank's request to file a criminal report with appropriate law enforcement officials against any suspected wrongdoer.

You agree to pursue all rights s/he 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.

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any Discrepancies or missing, stolen or unauthorized checks, cards, preprinted withdrawal slips or other account related material that the depositor has claimed, and that we have no obligation to provisional credit your account during our investigation except as set forth in the *Electronic Fund Transfers* disclosure, and only if the account is held as a consumer account (i.e., accounts held by a natural person for personal, family or household purposes).

18. **<u>Billing Errors or Questions About Your Electronic Transfers (Claims covered by Regulation E – This Paragraph is Applicable to Consumer Account Holders Only)</u>.** You shall inform us by calling the Bank at the telephone number or address provided in Section III, How to 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 sixty (60) days after we sent the first statement on which the problem or error appeared. Provide the following information: (a) tell us your name and account number; (b) 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; (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and, to the extent our investigation finds an error or unauthorized transaction, we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

19. **<u>Telephone Number, Email or Mailing Address to Be Notified In Event Of Lost, Stolen Or Compromised Access Device, or Unauthorized Transfer</u>.** If you believe that your access device, code, PIN, electronic User ID, Password or other means of electronically accessing your account has been lost or stolen, or compromised, or that someone has transferred or may transfer money from your account, without permission, using information from your check or otherwise, you should call the number applicable number provide in Section III, How to Contact Us.

20. **<u>Terminating the Account / Agreement</u>.** The Bank reserves the right, at its sole discretion, to discontinue or limit transaction account services, to refuse further deposits or withdrawals, to decline to collect any item or to process any transaction or to terminate the account relationship at any time. We will provide written notice to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent a loss. In the event the Bank decides to close your account, for any reason other than abuse of the account relationship or to prevent a loss, and, in our sole discretion, grant you a time frame to close your account, you agree that ten (10) days is a reasonable time period. Notwithstanding the foregoing, you agree that we may close your account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud, to prevent a loss or other crime, or your account remains overdrawn. You agree that in instances of account abuse, suspected fraud, or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. Further, for security concerns, we may require you to close your account and to open a new account if: (i) there is a change in authorized signers; (ii) there has been a forgery or fraud reported or committed involving any of your accounts; (iii) any account checks are lost or stolen; (iv) you have too many transfers from your account; or (v) any provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that the account is closed, the Bank will mail to the depositor a check for the balance in the account, after any applicable fees and service charges and fees have been deducted, at the last address shown in our account records. If your account balance is insufficient to pay applicable account fees and service charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. The depositor shall be responsible and liable for any service charges and transactions initiated prior to an account closing. You may close any of your accounts by notifying us in writing. Whether you close your account or we do, the account closing will not affect your obligations under this Agreement, even if we allow any transactions to be completed after the account is closed. Termination of savings, money market, NOW or CDs prior to the interest posting date could result in loss of the interest payment for the applicable period of time. In addition, termination of the account by either party will not release you from any fees, service charges, or other obligations incurred before or related to the termination. This Agreement continues to govern matters related to your account even after your account is closed.

21. **<u>Processing Deposit and Withdrawal Items (including Cashed Items)</u>.**
    a. **Automated Processing of Items.** You recognize that the Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse the Bank for any loss or expense it incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review or provide for sight review only for items above a threshold level, or on a sample basis, at the discretion of the Bank. The Bank reserves the right not to sight review drawer signatures because it pays items on an automated basis to reduce costs for all customers.

    b. **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 the State of Florida, or as may be modified by the terms and conditions of this Agreement. The Bank acts only as the depositor's collection agent and assumes no responsibility beyond its exercise of due care. All items received by the Bank for credit or collection are taken at the depositor's risk and subject to the actual receipt of proceeds by the Bank. All items are credited subject to receipt of final payment in cash or solvent credits to the Bank, credited to your account. 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 bank, and accept its draft or credit as conditional payment in lieu of cash. We are not responsible for errors and delays made by others in the collection process. This Bank may charge back at any time 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 or returned by the payor bank. Fees may apply, please refer to the *Schedule of Fees* for applicable fees / charges. An item received after this Bank's cutoff hour, provided upon request, shall be considered received the next business day.

The following terms apply to deposits made to your account:

i. Endorsements. An endorsement is a signature, stamp or other mark made on a check or other item that transfers the check to another person or verifies you as the proper recipient of the check / item. You authorize us to accept transfers, checks, and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. All checks and other items deposited to your account should be endorsed payable to the order of you or the Bank for deposit only, followed by your signature and account number. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. If a check / item you deposited doesn't have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check / item. Also, any deposited check / item that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check / item you cash or deposit, or by any endorsement "without recourse." To help ensure that checks you deposit or cash will be processed timely, your endorsement (and any other endorsement supplied by a co-payee) must be in the 1½ inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check / item. If you don't endorse your check / item properly and it causes us a loss, cost or expense, you have to pay that amount to us. Lastly, while we may, at our sole discretion, accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

ii. Final Payment. Subject to item (v) below, all non-cash items (for example, checks, collection items, etc.) deposited to your account are posted or for collection items sent for collection are subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item, again subject to item (v) below. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, subject to any applicable fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your account.

iii. Direct Deposits. If we offer direct deposit services for automatic preauthorized deposits to your account of Social Security or other regularly scheduled payments or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the Federal Government or any other payor, for any reason, you authorize us to deduct the amount from your account as provided in item (v) below.

iv. Crediting of Deposits. The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds, including restrictions applicable to new accounts. It is important to note, we may make funds available, but that does not mean the particular item has or will be collected. See item (v) below for a summary of our charge back rights.

v. Our Right to Charge Back Deposited or Cashed Items. If you deposit or cash a check or other item and (1) the payor bank returns it to us unpaid; (2) the payor bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the payor bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud or was a fraudulent item, we may pay the return or demand, and subtract the funds from the balance in your account or in other accounts for which you are an owner, or charge part of the item to each, even if you have already withdrawn the funds. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them. We cannot generally verify that checks, money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash, or accept for deposit, a check, money order, cashier's check or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if we previously made the funds available to you, or this causes your account to become overdrawn. If a deposited or cashed item is returned, we may charge a fee, as provided in the *Schedule of Fees*.

vi. Depositing Remotely Created Checks. A remotely created check is created by the payee and not signed by the account owner. It states that the account owner authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account owner for payment in the amount it shows.

c. **Wire Transfers.** 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 (Regulation E) or transfers by check, draft or other written item. Payment orders, except as modified by this Agreement or an applicable funds transfer agreement entered into by you and the Bank, 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.

The following information with respect to wire transfer transactions is important:

i. Sending Fund Transfers. The terms governing the sending of a funds transfer are governed by the applicable funds transfer agreement in effect at the time.

ii. 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. In addition, you agree to hold the Bank harmless for such rejection of incoming funds. 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. Any credit we give you resulting from a funds transfer will normally be deemed final payment. However, 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, for an erroneous amount, in connection with fraud or for other commercially reasonable circumstances, we may debit your account for the said amount or you agree to otherwise reimburse us if funds in your account are insufficient. You agree to hold the Bank harmless for such commercially reasonable reversals of funds transfers from your account.

iii. International Payments. Payment 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. Additional charges / fees may apply to international payments, consult the *Schedule of Fees* for such charges. 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 as requested. 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.

d. **ACH.** If your payment order or other funds transfer is sent or received through an ACH system, you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and any local ACH operating rules then in effect, as well as 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 (as modified or then in effect). 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.

The following information with respect to ACH transaction is important:

i. Errors and Questions about ACH Transactions and Your Statement. You must notify us at once if you think an ACH credit or debit shown on your account statement or customer advice is incorrect. For consumers, you must send us a written notice describing any discrepancy no later than sixty (60) calendar days after the date you receive the first notice or statement on which the ACH problem or error appears. For consumers, if you fail to do so, the consumer's liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the institution establishes would not have occurred had the consumer notified the institution within the 60-day period. When the consumer used an access device in the unauthorized transfer, the consumer may be liable for other amounts as set forth in Regulation E. For business customers, as a general rule return entries must be received by the receiving depository financial institution deposit deadline for the return entry to be made available to the originating depository financial institution no later than the opening of business on the second (2) banking day following the settlement date of the original entry.

ii. International ACH System Entries. ACH Entries coming from an originator or going to a recipient outside the United States jurisdictional are subject to greater scrutiny and verification against OFAC's list of Specially Designated Nationals ("SDNs"). This action may delay and / or prevent settlement of funds. Customer will assist Bank to clear any such matches against the SDN list, consistent with its obligations under U.S. law and this Agreement. In addition, specific data entry elements will be required in order to complete an international ACH transaction ("IAT") in accordance with the Bank Secrecy Act.

e. **Transaction Records and Receipts.** We may rely on the account number on any deposit slip, payment instruction, or similar record we receive, even if that account number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip.

We are permitted to adjust (debit or credit) your account, and we may notify you, if we:

- Determine a discrepancy exists between the declared and the actual amount of the funds in your account, or
- Misdirected a transaction to or from your account or made a transaction that we reasonably believe to be in error.

If we give you a receipt for a certificate of deposit that you decide not to open or we give you a receipt for a deposit that you then cancel, the receipt is void and you may not claim those funds.

f. **Cashing Items or Accepting Items for Deposit.** We may accept, accept for collection only, refuse, or return all or part of any deposit. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them.

- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- We may adjust your account for any deposit errors, even if you have already withdrawn all or part of the deposit.
- We may refuse to accept for deposit to your account items payable to another person.
- In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care.
- We may assess a charge for processing cash in a deposit.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.
- We may require ID or impose other conditions before accepting a deposit.

g. **Large Cash Withdrawals.** We reserve the right to require advance notice for certain large cash withdrawals. In addition, for your protection we may require armored car or other adequate security measures in the event we believe your safety may be compromised based on a large cash withdrawal. You agree Bank has no obligation whatsoever to provide personal security under such circumstances.

h. **Posting Order.** Posting order is the order in which we apply deposits and withdrawals to your account. We provide you with visibility into how transactions are posted and in what order to help you better manage your account. With limited exceptions (e.g., Zelle®, ATM and point of sale ("POS")), we generally do not process and post credits, debits, and holds to your account in the order they occur or we receive them. Again, with limited exceptions (e.g., Zelle®, ATM and POS), we generally post items to your account when we transition from one business day to the next business day and at this time we post transactions to and from your account during our nightly processing. Zelle® transactions generally post on an intraday basis and ATM/POS transactions post in the order received.

With the limited exception of Zelle®, ATM and POS, when multiple items are presented on a banking day, the Bank generally processes all credit items deposited (e.g., deposited checks, ACH, incoming wire transfers, etc.) first, followed by debit items (e.g., outgoing wires, checks, etc.). You agree that we may credit items to and debit items from your account by posting such items arriving to your account on the same day by order of posting and category which we choose in our sole discretion. Typical categories of payment / debit types, includes: ACH, cashed out items, ATM transactions, POS, wires, inter-day transfers between your accounts, and checks. In choosing processing priorities for checks and other debit items, the posting order for all categories of debits, will be handled in the same manner, posting lowest-to-highest dollar amount, with account related fees / charges posted last. For example, in the category of check processing, we will process checks received on a given day from lowest-to-highest. We may change the priority or order of any category, at any time, without notice to you; however, for your benefit, we will not change the lowest-to-highest payment of items within a category without prior notice. We further reserve the right to change the order of posting / payment priority without notice to you if we suspect fraud or possible illegal activity affecting your account. If the dollar amount of the debit items received 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 Bank's *Schedule of Fees* for the current amount of those fees / charges.

If you review your account during the day, you will see that we show some transactions as “pending.” For details, refer to the section “Pending” Transactions below. These transactions impact your available balance, but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that business day’s nightly processing, even if it had been displayed as a “pending” transaction on a positive balance during the day. If a transaction that you made or authorized does not display as “pending,” you are still responsible for it and it may still be posted against your account during nightly processing.

i. **“Pending” Transactions.** Throughout the day we may process debits and credits to your account that may appear as “pending” when we become aware of the transaction. The following are the most common types of debit transactions that may appear as “pending” and reduce your available balance by the amount of the transaction:

- ATM, Online Banking / TreasuryConnect internal transfers, and certain payments (e.g., Bill pay)
- Automatic payments
- Amerantbank.com or Amerant Mobile Online Transactions
- Checks drawn on your account
- Debit card transactions
- ACH transactions.
- Wire transfers

While we make every effort to place transactions in a pending status on your account during the day, transactions may be unable to be displayed as pending before they are posted to your account. How these transactions are posted when they are completed and no longer display as pending is based on the posting order. Fees are applied against the account based on how transactions are posted. For details on the posting order of items, refer to the section *Posting Order,* above.

j. **Restricting Your Account; Blocking or Delaying Transactions.** There are many reasons we may decline or prevent transactions to or from your account or otherwise restrict your account, but we generally do it to protect you or us, or to comply with legal requirements or Legal Process (as defined in Section I, paragraph 30(j)). You acknowledge and agree that we may decline or prevent any or all transactions to or from your account, including refusing, freezing, reversing or delaying any specific withdrawal, payment or transfer of funds to or from your account, or removing funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control, funds or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole discretion with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and / or enhance our efforts to comply with applicable law.

We may assign and transfer your account information and documentation to a replacement account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number.

We will have no liability for any action we take under this section and / or related sections, and we may take such action without advance notice. To the extent that any action we take is related to Legal Process (Section I, paragraph 30.j.) or an Adverse Claims / Conflicts Involving the Account (Section I, paragraph 30.b.), please refer to those sections of this Agreement for additional information.

k. **Overdrafts**. You are obligated to maintain sufficient collected funds in your account at all times to cover checks, withdrawals, debits, returned deposit items or any other instruments negotiated or accepted by us on your behalf. If there are insufficient funds in your account or if sufficient funds are not collected for withdrawal when an item is presented for payment, the Bank may, but is not required to, pay the item and create an overdraft without prior notice to you. We are not obligated to pay an item presented**,** whether by check, in-person withdrawal, ATM withdrawal, or other electronic means, if your account does not contain sufficient collected funds. We may make funds available to you prior to actual collection of those funds from the payor bank / financial institution (drawee's bank), either because of Regulation CC or our funds availability policy. For the sake of clarity, "available funds" means funds the Bank has made available for use by you (e.g., withdrawals, debits, etc.) and "collected funds" means funds for which the payor bank / financial institution (drawee's bank) has debited their account holder and made payment on any such item to us. You agree that payment on funds made available and collected are not the same thing. If the payor bank / financial institution (drawee's bank) returns any such deposited item, for any reason, you agree that it is your responsibility and obligation to make the Bank whole and that you will hold the Bank harmless and indemnify it consistent with Section I, paragraph 26. Further, if an overdraft has occurred, you agree to pay the full amount of the overdraft and any service charge as noted in the Bank's *Schedule of Fees*. At the Bank's option, it may pay the overdraft and charge you a service charge. (Note: If you do not have enough funds to pay an everyday debit card transaction or an ATM withdrawal, the Bank will refuse to authorize the transaction and will not charge you a fee.) The Bank is authorized to dishonor any such item (including post-dated items), without liability to you.

Preventing overdraft or returned item fees:

- The Bank offers our personal domestic (US based) customers Amerant CoverMe, a benefit that is fully described in our *Schedule of Fees* and website (amerantbank.com). Amerant CoverMe is not available to businesses or foreign national customers.
- Lastly, to help you prevent an overdraft or return items fees on your checks / items, please inquire with your account officer as we offer you the ability to link an account or establish a line of credit (subject to qualification) and link them to your checking account in order to avoid fees being assessed.

In the event your account is overdrawn, and you fail to return it to a positive balance or incur an excessive number of overdrafts, we reserve the right to close your account without prior notice. Typically, an overdrawn account will be closed and charged off 60 days after the initial overdraft occurrence. However, we reserve the right to close the account at an earlier date, as permitted by applicable law.

l. **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 initiated will be deemed authorized by them.

m. **Incomplete, Future / Postdated, or Conditional Items.** You agree not to write a check that's incomplete, future-dated or tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for $1,000 or less." 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. We have no duty to discover, observe or comply with these conditions and may pay such checks. If we pay a conditional check, the conditions do not apply to us.

n. **"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. Lastly, if we pay the stale-dated item, you will be responsible for it.

o. **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.

p. **Remote Captured Checks.** The Bank may charge back any remote captured checks if returned on a warranty claim, if the warranty claim was entered within one year of the date the check was deposited with us.

q. **Good Faith Disbursement.** You agree 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.

r. **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. The Bank shall not be construed to have received items sent by mail for deposit and collection until the Bank has actual receipt of the items. Deposits may be made in person at any of our Bank branch locations, at the Bank's night depositories or by mail at the depositor's risk.

s. **Night Depository.** The Bank will open the night deposit bag or envelope placed in the night depository on the next banking day following the night of deposit. The night deposit bag or envelope should contain a deposit slip that correctly lists the money, check, draft or other items included in the deposit. The Bank will verify the deposit and credit to the account the amount of the deposit actually received, in accordance with the Bank's Funds Availability Policy. If there is any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, Bank will notify customer of such discrepancy. No relationship of debtor or creditor shall arise between customer and the Bank until we open the package and credit the deposit to customer's account. We will only be liable for the deposit actually received and credited to your account. The findings and records of the Bank as to the presence or absence of any package in the night depository and as to the contents of the package shall be conclusive and binding upon you. Customer agrees that the use of the night depository is at its sole risk to the extent permitted by law. We will not be responsible for any loss or damage sustained in the use of the night depository resulting from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by our gross negligence. We will not be liable for damages resulting from causes beyond our control. In no event will we be an insurer of the contents of the night deposit bag or envelope deposited by customer in the night depository.

t. **Collection Items (Foreign & Domestic).** The Bank may accept certain items – such as certain securities and checks payable in foreign currencies or at foreign locations – on a collection basis only. The Bank processes collection items separately and differently than checks. Collection items are credited to your account only after we receive payment for them. Funds from foreign drafts / checks deposited will be made available upon collection; net of the applicable fees, as provided in the *Schedule of Fees*. Foreign drafts / checks are generally negotiated by our correspondent bank via foreign collection channels and therefore these items take substantially longer periods of time to process. These items are not subject to Regulation CC of the Federal Reserve and, therefore, unlike domestic items (described above), there will be no availability of funds until the funds are collected from the foreign payor bank through our correspondent bank. However, if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn. Fees are charged for collection items and they are listed in the *Schedule of Fees*. In addition, financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid.

u. **Checks / Negotiable Orders of Withdrawal.** The Bank may refuse to honor any check or other item signed in a form that does not match 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. We are not required to honor any restrictive legend on your checks and may disregard information on any check or item other than the signature of the drawer, the identification of the drawee bank and payee, the amount, the endorsements, and any other information that appears on the magnetic ink character recognition (MICR) line. Such legends cannot be caught and examined by us, because of automatic check processing. We may, at our sole discretion, agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. 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. Checks and other items are sometimes lost or truncated (i.e., converted into electronic images) during the collection process. Items that have been truncated may also be reconverted into substitute checks. 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.

22. **Substitute Checks.** Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The check clearing system relied heavily on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks. The paragraphs below explain some of the rights consumers have under a federal law commonly referred to as Check 21:

    a. What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

    b. What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, an overdraft fee).

       The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

       If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

    c. How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call or write to us at the address (email or mailing) provided in Section III, How to Contact Us. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

       Your claim must include:

       i. A description of why you have suffered a loss (e.g., you think the amount withdrawn was incorrect);
       ii. An estimate of the amount of your loss;
       iii. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
       iv. A copy of the substitute check and / or the following information to help us identify the substitute check (e.g., the check number, the name of the person to whom you wrote the check, the amount of the check).

23. **Security Interest / Right of Setoff.**
    a. In consideration of any extension(s) of credit or other financial accommodation(s) now or hereafter given or continued by the Bank to you or any of you, and as security for the payment of all debts, obligations and liabilities (whether direct or indirect, several or joint, matured or unmatured, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorneys’ fees, other expenses or any other amounts) which are now or hereafter owing to the Bank or any affiliate of the Bank by you or any of you (with or without other obligors) (all of such obligations and liabilities being the “Indebtedness”), you hereby assign transfer and pledge to the Bank all of the following, whether now or hereafter existing: (i) the accounts, deposits (whether general or special, including, without limitation, deposits owned jointly or by the entireties) and interest on said accounts / deposits, (ii) balances, credits, monies and items maintained with the Bank (or any affiliate thereof) by you or any of you, (iii) any and all other assets (including without limitation all notes, instruments, bonds and securities) held at the Bank (or any affiliate thereof) on behalf of you or any of you, and (iv) any and all proceeds of any of the foregoing (collectively hereinafter “Collateral”).
    b. Upon any default by you or any of you in the payment when due of any Indebtedness, the Bank or any of its affiliates is hereby authorized to setoff and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such

Indebtedness pursuant to any applicable codification of Article 9 of the Uniform Commercial Code (or in any other manner authorized by law), all at such time or times, to such extent and in such order as the Bank in its sole discretion may elect. The lien, pledge, security interest and assignment made hereunder shall be irrevocable until such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and the Bank (or its affiliate) is satisfied that no further Indebtedness shall thereafter arise.

c. In addition to any general banker's lien or right of setoff or similar right to which the Bank may be entitled by law, the Bank may, at any time and without prior notice to you (such notice being hereby expressly waived by you), combine or consolidate (i) all or any of the Indebtedness which are now or hereafter due and payable to the Bank or any affiliate of the Bank by you or any of you (with or without other obligors), together with (ii) all or any of the accounts or deposits (whether general or special, including without limitation deposits or other assets owned jointly or by the entireties), interest thereon, balances, credits, monies and items maintained with the Bank by you or any of you (and any obligations of any other types owing by the Bank to you or any of you), thereby setting off and applying those assets of yours described in clause (ii) herein, in such order as the Bank may elect, against those obligations and liabilities of yours described in clause (i) herein. The rights of the Bank under this provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded the Bank by law or other contract. The Bank shall not be liable for dishonoring items where such setoff results in insufficient funds in the account to honor items drawn on their account.

d. If the account is designated a joint account, including account held by a married couple as “tenants by the entirety”, on the signature card or system of record, each depositor agrees that the Bank may setoff the entire amount in the account against the Indebtedness 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 Agreement to be jointly and severally liable for overdrafts and to permit setoff of the account against one another’s debts or liabilities to the Bank.

e. 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.

f. The rights described in this paragraph are in addition to and apart from any other rights, including any rights granted under any security interest that you may have granted the Bank.

24. <u>**Stop Payment Orders**</u>.

a. **Check.** If we have not already paid a check or other item drawn on your account, then at your request and risk we may accept a stop payment order (“SPO”) on it. A SPO on a check or Negotiable Order of Withdrawal is subject to the conditions provided by the Florida Uniform Commercial Code (e.g., Sections 674.303 and 674.402 through 674.404 of the Florida Statutes), as such may be modified from time to time. SPOs will be accepted upon the payment of the fee as indicated in the *Schedule of Fees*, and will be kept in force for a period of six (6) months. SPOs must be re-submitted every six (6) months, prior to said time period, or the item may be paid. Applicable fees apply at each six (6) month resubmission. The Bank shall not be responsible or liable for failure to comply with any SPO received within twenty four (24) hours of receipt of same check / Negotiable Order of Withdrawal. SPOs, including any re-submissions, 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. However, authorized users of the Bank’s TreasuryConnect System and Online Banking may submit an SPO as provided for therein, consistent with the *TreasuryConnect Terms & Conditions* and *Online Banking Agreement*, as amended or revised from time to time.

You agree 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. Our liability for carrying out SPOs is limited to that required by law. Any failure to furnish such information will relieve the Bank of any liability for any payment made contrary to the request. If you give us incorrect or incomplete information, we will not be liable for failing to stop payment on the item. Our acceptance of an SPO will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the SPO.

SPOs on a Bank issued check, such as an official, certified, cashier's, or teller's check, or requests for us to stop payment if we have otherwise become accountable for the item, are not permitted. If such an item has been lost, stolen or destroyed, you must provide a declaration of loss and affidavit and request the item be re-issued. The Bank may require that you wait ninety (90) days (or provide a bond where permitted by law) from the date the executed and fully completed affidavit is provided to the Bank before honoring your claim and will not be liable to you if such check is cashed prior to the ninety (90) days (or receipt of bond, if applicable). In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

b. **For Electronic Funds 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 applicable form. 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 is returned unpaid because of insufficient or uncollected funds.

In accordance to the National Clearing House Association (NACHA) Operating Rules, stop payments can be placed on other transfers that include:

- RCK – Resubmitted (bounced) check
- POP – Point of Purchase check conversion
- ARC – Accounts Receivable Check (conversion)
- TEL – Telephone single authorization payment
- WEB – Web (internet) single authorization payment

If you have authorized a transfer from your account by telephone or via the Internet by providing information about your account number at this Bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We may charge you for each stop payment order you give, consistent with the *Schedule of Fees*.

25. **Limitation of Liability.** 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. The Bank shall not be responsible or liable due to any other entity's (not under our direct control) acts or omissions, including without limitation, any Federal Reserve Bank, Clearing House, correspondent bank, or transmission or communication facility, and we shall not be liable to you for any failure, delay, omission, interruption or error with respect to the Bank's performance of any of its obligations under this Agreement or under any related account opening documentation or signature card, if the same results from any cause beyond the Bank's control, including, without limitation, power failures, equipment malfunctions, suspensions of payment by other financial institutions, labor disputes, bank moratoriums, currency restrictions, trading suspensions, acts of God, natural disasters, fire, adverse weather conditions, wars, pandemics, civil commotions or disturbances, insurrections, acts of terrorism, legal compulsion, negligence of other financial institutions and any other actions or restrictions of any governmental, supervisory or monetary authorities or other third parties, or other circumstances beyond our reasonable control. **THE PARTIES AGREE THAT NIETHER SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

    In addition, the Bank will not be held liable for enforcing the requirements imposed by OFAC, which may include blocking (freezing) your account, rejecting transactions, or restricting access to those funds as it conducts required due diligence to ensure compliance with OFAC rules and regulations.

26. **Indemnification of Bank.** You agree to indemnify and hold the Bank, its affiliates, and each of their respective directors, officers, employees and agents (each of the foregoing, including the Bank and its affiliates, being an "Indemnified Party") harmless from any and all losses, claims, demands, causes of action, liabilities, damages, costs, interest, fines, penalties, and expenses (including without limitation any attorneys', Certified Public Accountant, or any other professional fees, whether incurred at trial, on appeal or without litigation) which may at any time or times be imposed upon, incurred or suffered by, or asserted against such Indemnified Party in connection with any acts, omissions or circumstances arising out of or relating to this Agreement, or any breach of this Agreement by you, or the presentation, payment or dishonor of any item drawn on any account of yours, or the acceptance of any item for deposit in any such account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party). Even if liability is established for actual damages, consistent with Section I, paragraph 25, **IN NO EVENT SHALL ANY INDEMNIFIED PARTY OR YOU BE LIABLE TO ONE ANOTHER FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT, EVEN IF YOU OR AN INDEMNIFIED PARTY HAVE BEEN ADVISED OF THE**

POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature, and description whether arising from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Agreement.

27. __Dispute Resolution__. **PLEASE READ THIS PROVISION OF THE AGREEMENT. THIS PARAGRAPH 27 CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNT, AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CLAIMS OR DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**

   a. **What does "claim and / or dispute" mean?** The term "claim" or "dispute" means any controversy (whether under a statute, in contract, tort (including intentional tort), fraud agency, negligence, statutory or regulatory provisions, or any other source of law and whether for money damages, penalties or declaratory or equitable relief) by either you or the Bank against the other, or against the employees or agents of the other, arising from or relating in any way to this Agreement (including any renewals, extensions or modifications) or the deposit relationship between us.

   b. **Claims / Disputes on Your Account.** Except with respect to claims or disputes described in paragraph (c) below, the depositor and the Bank acknowledge and agree that all claims / disputes arising from or relating to this Agreement are subject to binding arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. A party seeking arbitration shall submit written notice of its request for arbitration to the other party, setting forth the specifics of the claim being made. The parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Miami-Dade County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The arbitration and this provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ I et seq. (the "FAA"). The arbitration shall be conducted by a single arbitrator appointed in accordance with the rules of the AAA. The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the dispute or claim. This includes the applicability of this paragraph 27 and the validity of this Agreement, except that the arbitrator may not decide or resolve any claim / dispute challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a court. The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. Arbitrations will be governed by the rules of the AAA to the extent those rules do not conflict with this paragraph 27. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. The award of the arbitrator shall be in writing, and state the reasons for the award. Judgment on the award rendered may be entered in any state or federal court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA or under this Agreement.

      After a decision is given by an arbitrator, and where the amount of the claim exceeds $200,000, either you or the Bank can appeal the arbitrator's decision to another arbitrator. If the amount of the claim exceeds $1,000,000, either you or the Bank can appeal the arbitrator's decision to a panel of three arbitrators. No decision may be appealed under this paragraph 27 unless the arbitrator that heard the matter first makes a finding that the claim could reasonably have exceeded either $200,000 or $1,000,000. Any arbitrator who hears an appeal under this paragraph 27 will be selected according to the rules of the AAA.

   c. **Exception to Arbitration**. Claims or disputes filed by you or by the Bank individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim of relief. The parties agree that any such small claims court actions must be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade County, Florida, and the parties hereby waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding.

   d. **CLASS ACTION AND JURY TRIAL WAIVER. YOU AND THE BANK AGREE AND UNDERSTAND: (1) THAT YOU AND THE BANK ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THAT THIS PARAGRAPH 27 PRECLUDES YOU AND THE BANK FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND PERFORM HEREUNDER. THIS PROVISION IS REFERRED TO BELOW AS THE "CLASS ACTION AND JURY TRIAL WAIVER".**

   e. **Limitation and Non-Severability.** Notwithstanding anything to the contrary in paragraph 27, you and the Bank both acknowledge and agree that the validity and effect of the *Class Action and Jury Trial Waiver* may be determined only by a court and not by an arbitrator. You and the Bank acknowledge and agree that the *Class Action and Jury Trial Waiver* is material and essential to the arbitration of any disputes between you and the Bank and is nonseverable from the agreement to arbitrate claims. If the *Class Action and Jury Trial Waiver* is limited, voided or found unenforceable, then the agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding and paragraph 27; will be read as if the provisions regarding arbitration were not present. You and the Bank both have the right to appeal the limitation or invalidation of the *Class Action and Jury Trial Waiver*. You and the Bank acknowledge and agree that under no circumstances will a class action be arbitrated.

f. **Prevailing Party**. The prevailing party in any arbitration initiated pursuant to paragraph 27 shall be entitled to recover its reasonable legal fees and expenses of the arbitration and the arbitrator shall be authorized to issue an award for such fees and expenses.

g. **Jurisdiction and Venue.** Subject to the arbitration provisions in this Agreement, to the extent that any legal action is commenced with respect to the enforcement of an arbitration award under this Agreement, or in the event that either you or Bank commences legal action that is not subject to arbitration seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement, the parties (i) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade, Florida; (ii) consent to venue and personal jurisdiction in such a court; and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further (a) agree that process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the address set forth in the account records and for the Bank: Amerant Bank, N.A., Attn: Legal Department, 220 Alhambra Circle, Coral Gables, FL 33134, and (b) waive any defense of insufficiency of service of such process.

28. **<u>Source of Funds / Compliance with Law</u>**. You understand and acknowledge that the Bank is required under applicable law and its own policies and procedures to take steps to combat the use of the Bank's products, services and facilities in furtherance of money laundering and other illegal activities. The depositor represents, warrants and covenants that all funds now or hereafter deposited in an account shall have a lawful source, and that the depositor shall not conduct or initiate any transaction in or through the account or the Bank that is unlawful under the laws of the United States, the State of Florida/Texas or any other jurisdiction the laws of which are applicable to such transaction. You agree not to violate the laws of the United States or any foreign jurisdiction, including without limitation, the economic sanctions administered by OFAC, through the use of the account. You agree to comply with all applicable law. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law, U.S. or otherwise. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter and you agree to hold the Bank harmless consistent with the provisions of this Agreement.

29. **<u>ATM / Check Cards</u>.** By requesting, using, and / or maintaining a Amerant ATM Card or debit card (or any similar account access card / device issued by Amerant), you agree to the terms and conditions of this Agreement, the *Electronic Fund Transfers* disclosure (as applicable), and agree to the fees and charges listed in the *Schedule of Fees*. It is important to note, protections afforded to personal / consumer accounts under Consumer Financial Protection Bureau's Regulation E and our *Electronic Fund Transfers* disclosure are not applicable to business / commercial accounts.

30. **<u>Miscellaneous Terms and Conditions</u>.**

a. **General Legal Matters Not Addressed under Dispute Resolution.**

i. **Governing Law.** Without giving effect to the principles of comity or conflicts of law thereof, the validity, interpretation, performance and enforcement of this Agreement shall be governed by and interpreted according to federal law and the laws of the State of Florida. If state and federal law are inconsistent, or if the state law is preempted by federal law, federal law governs.

ii. **Venue.** In the event an action, suit, proceeding or any similar legal action (hereinafter collectively "Proceeding") arises out of this Agreement and or pertaining to the transactions contemplated herein, any such Proceeding shall be subject to the exclusive jurisdiction of the state or federal courts situated in Miami-Dade County, State of Florida, USA. With respect to any such Proceeding, you and the Bank hereby expressly and irrevocably agree to: (a) submit to the exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (b) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (c) waive any right to assert that this Agreement may not be enforced in, or by such courts, and each party agrees not to seek and hereby expressly waives any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (d) waive any objection that it may now or hereafter have based upon improper venue or forum non conveniens with respect to any such Proceeding.

iii. **WAIVER OF TRIAL BY JURY.** YOU AND THE BANK IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING INVOLVING THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM HEREUNDER.

v. **Provisional Remedies**. Nothing in this Agreement, including Section I, paragraph 27, shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right to setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court having appropriate jurisdiction; provided, however, that we may, at our sole discretion, elect to arbitrate any dispute related to such provisional remedies.

b. **Adverse Claims / Conflicts Involving the Account.** If we receive an actual or potential claim from a third party, account signatories / authorized officers, or any other party regarding your account, any deposit, transfer, debit, credit or any other transaction involving your account, or conflicting instructions or claims from any such party, you hereby grant to us full discretion to freeze your account and not honor any further transactions until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order, all without liability to you. We may also, without liability to you, close the account and issue a check made payable to you and each authorized signer or you and each claimant, as we deem necessary, or we may interplead the funds into court. You agree to reimburse us for any loss, costs or expenses including, without limitation, attorneys' reasonable fees and the costs of litigation (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes any situation where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

c. **Notices.** Written notices sent to the 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. If you provide the Bank with an e-mail address to which the Bank may send electronic communications, then you agree that the Bank may send you by e-mail any information that it may have sent via regular mail, for example: notices, alerts, changes in terms of Agreement, etc. You agree to notify the Bank in the event you no longer desire to receive content through this delivery procedure and will allow a reasonable amount of time to permit proper delivery to you as requested or by other means.

d. **Amendments and Alterations to this Agreement.** The Bank in its sole discretion may amend or alter the terms and conditions of this Agreement, from time to time, by mailing you at the address appearing on the records of the Bank, delivering by other authorized method (e.g., email, posting on our Internet page with notice to you, etc.) or by posting in each of its locations, a prominent copy of said alteration or amendment, which shall become effective thirty (30) calendar days later, unless the change is necessary to comply with a legal requirement. However, interest rates and the earnings credit rate are subject to change at any time at our sole discretion. Notice of such changes will be reflected on branch signage, our Internet page, your bank or analysis statement. You are free to terminate your relationship with us if you do not agree with any change. If you continue to use your account, all changed / modified terms will apply, they shall apply whether the issue arose in the past or in the future. Any attempted alteration or modification of this Agreement or the terms and conditions of your account shall not be effective unless and until agreed to in writing by Amerant.

e. **Changes to Your Account.** You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so. You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent. If there is more than one owner and / or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit removal of any account holder or authorized signer without consent of any other account holder or authorized signer on the account. You acknowledge that we may, but need not, require a new signature card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a TIN certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers. After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change in your account.

f. **Currency Transaction Reporting ("CTRs").** The Bank is required by 31 CFR Chapter X (formerly 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 Chapter X (formerly 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 Chapter 1010.311 - 1010.315 (formerly 31 CFR 103.22) or which may contain material omissions or statements of fact, may have their account closed.

g. **Unlawful Internet Gambling.** In accordance with Regulation GG (promulgated pursuant to the Unlawful Internet Gambling Enforcement Act of 2006), you agree that by establishing an account with the Bank, you certify that: (i) you shall not conduct "restricted transactions" (as defined below) through any Bank account, (ii) you do not engage in unlawful internet gambling, and (iii) you agree to be bound by the terms of this Agreement. A "restricted transaction" is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with any person engaged in the business of betting or wagering or in participation with another person involving unlawful internet gambling. You acknowledge that the Bank may reject transactions we reasonably believe are tied to unlawful Internet gambling and, in addition, to restricting such transactions, the Bank in its sole discretion may elect to close any such account for which it has reasonable belief of such activity. You agree to hold us harmless with regard to any such actions conducted in good faith.

h. **Privacy.** We will not reveal your 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. For complete information regarding our privacy practices, please refer to our consumer *Privacy Policy*.

i. **Power of Attorney.** A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding the account, including withdrawing or spending all of the money in the account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them. An agent's power of attorney on an account is terminated when the account owner dies.

j. **Legal Process.** "Legal Process" means any document that appears to have the force of law regarding the production of your account records (e.g., subpoena or other court or governmental agency order requiring the production of records) or restricting, holding or paying out funds from your account, including a garnishment, attachment, execution, levy or similar order. In such an event, the Bank may be required to produce account records, pay all or a portion of your account to another party and/or may refuse to pay out any money from your account. You acknowledge and agree that Legal Process served on us may instruct us to take certain actions with respect to your account, which may create potential liability or other risks to us if we fail to take any action directed by the Legal Process. You agree that it is your responsibility to consult with an attorney and/or to initiate, or participate in, legal proceedings related to the Legal Process if you do not believe that the Legal Process is valid; otherwise dispute any issue related to the Legal Process, and / or seek to claim any additional exemption of funds related to the Legal Process not otherwise applied by us. You further agree that we will have no obligation to initiate any legal proceedings, or seek clarification, of any kind regarding any issue related to Legal Process. If you fail to properly seek or obtain judicial relief related to Legal Process within the deadlines provided for in the Legal Process or by applicable law, you acknowledge and agree that we will continue to comply with the Legal Process, including paying out all funds as directed by the Legal Process.

   We do not have to determine whether the Legal Process was validly issued or enforceable; and we will have no liability for any action we take as directed by the Legal Process or otherwise permitted by this Agreement. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. As permitted by law, we will deduct from your balance a Legal Document Processing fee or costs and expenses we incur in complying with the Legal Process, or both, even if charging such a fee overdraws your account. You will be liable to us for any loss, cost or expense (including attorneys' fees that we incur) resulting from our compliance with any Legal

Process or any related litigation. Any Legal Process is subject to the Bank's right of setoff and security interest as provided for in this Agreement.

You understand and agree that the Bank will not be liable for complying with such Legal Process, even if paying the funds from the account leaves insufficient funds to pay an item you have written or dishonoring said item because of insufficient funds in your account due to the hold, freeze, or withdrawal of funds that result from the Legal Process.

k. **Death or Incompetence.** You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor, and unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction. If a deposit, including salary, pension, Social Security and Supplemental Security Income, payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

l. **Inactive / Dormant Accounts.** With the exception of certificates of deposit and IRAs, an account will be classified as "dormant" if there has been no owner generated activity on the account, including any deposits to or withdrawals from the account, or other account related contact for a period of twelve (12) months or more. Recurring or ACH or other similar electronic deposits or debits are not considered to be owner generated activity except where allowed by applicable state law. For an account classified as dormant we may, at any time in our discretion, reject any transaction in order to protect the account against unauthorized activity. In accordance with applicable law, we may charge a dormancy fee, as provided in the *Schedule of Fees*. Pursuant to governing state law, accounts which have been dormant for the statutory number of years will be closed and transferred to the state or other designated governmental agency under its escheatment laws. To recover funds from your account following escheatment, you must file a claim with the applicable agency. You agree that we may rely on an address change or notification received by us from a third party vendor or the U.S. Postal Service and other governmental sources to update your address on our records (though such update will not be considered owner generated activity).

m. **FDIC Sweep Repurchase (Repo) Account Information.** This provision is only applicable to account owners who also have a sweep repurchase agreement with the Bank. Pursuant to Section 360.8 of the FDIC's Rules and Regulations, the Bank is required to notify its sweep repo account owners that your funds invested in our overnight repurchase investment account are not deposits and therefore not insured by the Federal Deposit Insurance Corporation. In the event of the Bank's failure, the investor would be considered a secured creditor of the Bank.

n. **Negative Information Reported to Consumer Reporting Agencies / Disputing Information Reported to a Consumer Reporting Agency.** We may report information about your account to credit bureaus. For example, late payments, missed payments, overdrafts, in-sufficient funds (AKA: NSFs) checks written on your account and returned, or other defaults on your account may be reflected in your credit report. Under the Fair Credit Reporting Act you have the right to notify us if you believe we have reported inaccurate or incomplete information about your account to any Consumer Reporting Agency. Such notices should be sent in writing and include your complete name, current address, social security number, telephone number, account number, type of account, specific item of dispute and the reason why you believe the information reported is in error. Send your notice to the address provided in Section III, How to Contact Us.

o. **Referrals.** If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase an Amerant product based on their referral.

p. **English Language – Other Language Preferences.** The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this Agreement, available in languages other than English. However, many important Bank documents, and some products and services related to this account, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

q. **Construction.** Any ambiguity in this Agreement shall not be construed against the Bank and shall be construed equally against each party.

r. **Gender, Singular and Plural.** Any references in this agreement to gender include masculine, feminine and neutral party, unless otherwise indicated by the context. Any singular references include the plural and any plural references include the singular.

s. **Headings.** Any heading in this Agreement is for convenience of reference only and does not constitute a part hereof or thereof.

t. **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.

u. **Severability.** Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of any of the obligations under the Agreement would result in violation of applicable law, this Agreement shall be deemed amended to the extent necessary to comply therewith.

v. **Signatures Received via Facsimile (Fax) or Scanned Images.** If customer faxes or e-mails any scanned document to the Bank signed, customer agrees that it was its intention that: (i) customer's fax / scanned signature is an electronic signature under applicable federal and state law; (ii) the fax / scan be an original document; (iii) customer intends on conducting business with the Bank by electronic records, electronic contracts, and electronic signatures; and (iv) customer's consent under (iii) to be electronically given under applicable federal and state law.

w. **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.

x. **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.

y. **Records.** We may, at our option, retain records in any form including, without limitation, 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. The parties further agree that our imaged copies (including scanned images) of any account documents or related documents (e.g., signature cards, customer written instructions, system / services specific agreements, scanned email communications, scanned letters, etc.) shall be deemed for all purposes originals. 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.

z. **Force Majeure.** Neither party shall be liable for the non-performance hereunder to the extent such performance is prevented by any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government restriction(s), act of God, pandemic, act of public enemy, or by reason of any other cause beyond such party's reasonable control ("Force Majeure Event"). Each party's obligation to perform timely shall be excused to the extent such performance is prevented by a Force Majeure Event.

aa. **Employee Account.** If you have established an employee account as an employee of the Bank and your employment ends, the charges applicable to your account as described in the Bank's current *Schedule of Fees* and any product related charges will be imposed.

bb. **Check Cashing Fee.** If you issue a check drawn on the Bank and a noncustomer of the Bank seeks to cash it at the Bank, we reserve the right to charge a service fee as a condition of cashing the check. This fee helps the Bank cover the additional costs and risks involved in cashing such a check.

cc. **Waiver 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. We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers or to enforce any of our rights with respect to later transactions with you and you agree such actions by us are not sufficient to modify the terms and conditions of this Agreement.

dd. **Sub-Accounts.** For regulatory accounting purposes we may classify checking accounts as two sub–accounts: a checking subaccount and a savings sub–account. For interest–bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both sub–accounts. For non–interest bearing checking accounts, we do not pay interest on either sub–account. We may transfer funds between these sub accounts. We record the sub–accounts and any transfers between them on our internal accounting records only. Otherwise, the sub–accounts are subject to the same terms as the checking and savings accounts described in this Agreement or the applicable product guide.

ee. **Bank Provided Virus / Malware Protection.** From time to time the Bank may provide to Customer, at no cost, access to endpoint protection against malware and viruses that are a major source of online, mobile, and cross-channel fraud. This should be in addition to Customer installed comprehensive firewall and antivirus / anti-spyware software package on any computer that is used to access the Bank's online platforms. Customer acknowledges that keeping these software package(s) updated (i.e., regularly updated the software package) will mitigate the likelihood of fraud on the account(s). Customer acknowledges that these software suites are helpful at detecting and removing viruses and spyware that can steal vital information and lead to account takeover or the commission of fraud on your account(s). No security / virus / malware or other form of software is 100% effective and the key to effective protection is a layered defense to protect you from virus infections and malware. In addition, common sense when using the Internet is still critical to your computers / devices security, so please be careful where you go and what you click on. **LIMITATION OF LIABILITY.** TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY RESULTING FROM BANK PROVIDED VIRUS OR MALWARE WILL BE LIMITED TO AMOUNTS PAID TO THE BANK BY YOU FOR ANY SUCH SOFTWARE PROVIDED DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) ARISING OUT OF OR IN CONNECTION WITH THE BANK'S PROVISION OF THE SOFTWARE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ff. **Conflict with Other Agreements.** In the event of any conflict between this Agreement (or any portion thereof) and any product or service specific agreement now existing or hereafter entered into between you and us, the terms of the product or service specific agreement shall prevail.

gg. **Entire Agreement.** This Agreement and the documents to which it refers constitute your and our entire agreement and understanding and supersede all prior agreements and understandings.

hh. **Binding Agreement; Restriction on Assignability**. This Agreement shall be binding upon you, your heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, your rights and obligations under this Agreement shall not be assignable by you without the prior written consent of the Bank, and any purported assignment of the same without such prior written consent shall be null and void.

ii. **Survival.** Upon the termination of this Agreement for any reason, the following paragraphs of Section I shall survive: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 30, as shall any provision not specifically referenced above that would by its very nature or terms survive the termination of this Agreement.

II. PROTECTING YOUR ACCOUNT INFORMATION / FRAUD PREVENTION RESOURCES

Please visit www.amerantbank.com/security-center for guidance on protecting your accounts, keeping your personal information secure, as well as a variety of fraud prevention resources.

III. HOW TO CONTACT US

We're here for you. See below for how you can reach us.

Personal / Business Accounts:

Main phone number:	(305) 629-1200
Spanish:	(305) 629-1200
Toll Free:	1-(855) 263-7268
Toll Free from	
Venezuela:	0-800-100-2600
Colombia:	01-800-51-83153
International calls:	(305) 629-1200
Website:	amerantbank.com

Amerant Private Client:

Main phone number:	(305) 460-4032
Website:	amerantbank.com/private/

Amerant Mobile or Online Banking:

Telephone:	(305) 629-1260
Toll free:	1-866-806-8125
Toll free from	
Venezuela:	0-800-100-5469
Monday – Friday:	7:00 AM – 8:00 PM EST
Saturday – Sunday:	8:00 AM – 5:00 PM EST

24 / 7 (Automated Telephone Banking Service)

ADA Website Accessibility: Please visit https://www.amerantbank.com/about-us/accessibility/ for details on website accessibility, which conforms to level A standard of the Web Content Accessibility Guidelines (WCAG) 2.0.

To dispute Information Reported to a Consumer Reporting Agency:

Email:
LoanOpsServicing@amerantbank.com

Mailing address:
Amerant Bank, N.A.
Loan Operations
10500 Marks Way
Miramar, FL 33025

If you suspect fraud on your account(s), contact your relationship officer immediately, visit us at any of our banking centers or you may call:

- Report Credit Card loss, theft or fraud to:
  - Toll free at: 1-855-AMERANT (263-7268)
  - International: +1 (305) 717-1919
  - Toll free from Venezuela: 0-800-100-3184
- Report ATM Card, Debit Card, or check loss (including substitute checks), theft or fraud to:
  - (305) 629-1212
  - Toll free at: 1-888-629-0810
  - Toll free from Venezuela: 0-800-100-2600

Any required written documentation should be sent to:

Email:
FPreventionUnit@amerantbank.com

Mailing address:
Amerant Bank, N.A.
Attention: Fraud Prevention Unit
10500 Marks Way
Miramar, FL 33025