

# Amendment to Comerica's Business and Personal Deposit Contract

## NOTICE OF CHANGE IN TERMS

We are making the following changes to the Business and Personal Account Contract which will become effective on December 1, 2023.

- 2.06 Joint Owners.** The last paragraph in this section is being revised to clarify ownership. The paragraph now reads:

Each joint Owner agrees, unless otherwise indicated on the Signature Card or other Bank record for the Account, that all money in the Account may be paid to or on the order of any surviving joint Owner, either before or after the death of any other Owner. Payment by us shall be valid and discharge the Bank from liability regardless of original ownership of the money deposited to the Account.

- 2.07 Changes in Account Ownership, Address and Authorized Signers.**

This section is being revised to provide clarification.

**Section 2.07** is revised to read:

You agree to notify us immediately in writing of any change in your name, address, business capacity, or the Authorized Signers on your Account. We may require documentation supporting any change and a new Signature Card before any change in ownership or Authorized Signers becomes effective. If the Authorized Signers change, we may continue to honor items and instructions given earlier by any previously Authorized Signers until we receive specific notice from you in writing not to do so (Note: A new or updated Signature Card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). We may require you to close your Account or provide us with stop payment orders to prevent transactions. There may be a delay in implementing a change in the Authorized Signers on our records, and you agree that we will be given at least five business days to make any changes effective. "Convenience" and similar accounts are not available at Comerica, and a "convenience" signer as such cannot be designated on any Account.

- 2.24.02 Review of Statements and Notices.**

**Section 2.24.02** is revised to read:

You are in the best position to discover and report any discrepancies including unauthorized debits to your Account. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check we provide or otherwise make available to you. If you fail to do so, you may become responsible for the losses resulting from such failure. You are responsible for monitoring and reviewing the activity of your Account and, if applicable, the work of your employees, agents, and accountants. Business Account Owners should have at least two individuals inspect statements on a regular basis to look for improper or unauthorized signatures, alterations, overpayments, or any other irregularities, and to ensure that the Accounts are being handled in a proper manner. We may deny any claim for loss due to forged or unauthorized checks if you fail to follow these procedures.

If you discover an error, forgery, alteration or any other unauthorized activity involving your Account, you must notify us at the telephone number or address provided on your Account statement. You can also notify us in person at one of our banking centers. You agree to provide us with a written statement of the relevant facts, including a description of the transaction or error, and the identity of any suspected wrongdoers. If you fail to notify us within a reasonable time (excluding endorsement problems which are addressed below) not to exceed 30 days from the date you discover the problem or have access to a statement or notice reflecting the transaction, whichever occurs first, we will not be responsible for subsequent unauthorized transactions to any of your accounts by the same wrongdoer. Without regard to care or lack of care of either you or us, except for endorsement problems which are addressed below, if you do not discover and report the error, forgery, alteration or other unauthorized transaction within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. Note: Different notification and liability rules apply to certain electronic funds transfers (See Section 7, below).

You must notify us of any check endorsement problems within six months after we make the account statement available to you.

Your notice requirements do not limit or prevent our right to recover damages and losses from banks and others for unauthorized transactions, breach of warranty, altered checks, etc.

If you claim a credit or refund because of an unauthorized transaction, you agree to provide us with a sworn statement containing whatever reasonable information we require regarding your Account, the transaction, and the circumstances surrounding the alleged loss. You also agree to make a report to law enforcement and to provide us with a copy of the report. We will have a reasonable period of time to investigate the matter. During our investigation, we will have no obligation to provisionally credit your Account unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

If you do not comply with monitoring obligations and give timely notice of unauthorized activity on your Account, we do not have to reimburse you for any damage or loss. You agree not to initiate any legal action or arbitration against us for any type of unauthorized activity unless you gave us timely notice and you otherwise complied with the deadlines in section 3.08.

# Amendment to Comerica's Business and Personal Deposit Contract *(continued)*

Unless the law requires otherwise, our maximum liability to you will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your account and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision.

At your request, we will provide you with copies of your paper transactions. However, your request for such items will not extend the time within which you must notify us of problems shown on your Account statement or toll or extend any deadlines you may have. We will keep records of your transactions for five years unless the law requires us to retain them for a longer period of time.

## **2.32 Closing the Account.**

**Section 2.32** is revised to read:

Either you or we may close your Account with or without cause at any time. Within ten business days of the closing date, we will issue a check payable to the Owner(s) for the final Collected Balance in the Account, if any, and send a check to any Owner at any address in our records. After the Account is closed, we can refuse to honor presented items or collect any item deposited to the Account.

**Section 3.04 Legal Process** is revised to read:

We will comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other process (collectively "legal process") which we believe (correctly or incorrectly) to be valid. You agree that we may honor legal process which is served by mail, e-mail, facsimile transmission, or at any of our offices, even if the law requires personal delivery at a specific location. If we incur any expenses, such as reasonable attorney fees, in responding to the legal process that are not otherwise reimbursed, we may charge them to you or your Account without prior notice to you. We may not pay interest on any funds we hold or set aside in response to legal process. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such amounts to you or your Account in addition to our minimum legal process fee.

## **3.08 Deadlines.**

**Section 3.08 Deadlines** is revised to read:

Any legal action or arbitration demand against us for damages ("Action" in this section) must be filed in the appropriate forum within one year from the date of the act or omission you allege caused damage regardless of the date you discovered that act or omission. If a longer period is required by law, then the shortest period allowed applies (e.g., if Texas law governs, any Action must be filed within two years and one day from the date of the act or omission). These deadlines are not subject to tolling or extension and are not affected by and are independent of your notice requirements in section 2.24.02. You agree not to initiate any untimely Action and you agree to reimburse us for our attorney fees and expenses if you do. All Actions must be filed in the State where your Account is considered located under section 2.04.

## **Section 6.02**

**ATM Deposits, generally:**

- If the deposit is under \$225 or the deposit is all cash deposited at a Comerica ATM equipped with currency validation technology, the entire deposit is available immediately.
- If the deposit is over \$225, the first \$225 of the deposit is available immediately and the remainder is then available on the second business day after the business day of deposit, regardless of item deposited.

# Amendment to Comerica's Business and Personal Deposit Contract *(continued)*

## 7.02 Transactions Available.

Section 7.02, Transactions Available, letter d is revised to read:

d. Pay for purchases at places that have agreed to accept the Card up to the Available Balance in the linked Account or up to the daily spending limit, whichever is less, on the day the transaction is processed. The Business Account Card cannot be used for any type of gaming or gambling whether or not lawful, including internet gaming or gambling. You agree not to conduct any transaction involving gaming or gambling, including acceptance of any credit, funds, or other benefit in connection with such activity. We reserve the right to refuse any Card transaction without notice even if the transaction is lawful. See Section 2.30 for overdraft protection limitations using the Card.

## 7.14 Your Liability for Unauthorized Electronic Funds Transfers:

**1. Personal Accounts.** Tell us AT ONCE if you believe your Card or PIN has been lost, stolen, left in a point-of-sale terminal/ATM, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

## 7.03 Daily Purchase and ATM Withdrawal Limits per Card

	Deposit Account Type (Primary Account)		Purchases <sup>2</sup> (PIN or Signature)	ATM Withdrawal <sup>2</sup>	ATM Deposit Availability <sup>3</sup>
Consumer	<ul style="list-style-type: none"><li>• Statement Savings<sup>1</sup></li><li>• Access Checking</li></ul>	<ul style="list-style-type: none"><li>• Money Market Investment Account<sup>1</sup></li><li>• On the Job Banking</li></ul>	\$5,000	\$1,000	\$225
	<ul style="list-style-type: none"><li>• Premier Checking</li><li>• Rich Rewards® Checking</li><li>• 1849® Checking</li><li>• Comerica Asset Management Account</li></ul>	<ul style="list-style-type: none"><li>• Comerica Platinum Circle Checking®</li><li>• Executive Signature Checking Account</li><li>• High Yield Money Market Investment Account</li></ul>	\$10,000	\$2,000	\$2,000
Business	<b><u>Deposit Only ATM Card linked to:</u></b> <ul style="list-style-type: none"><li>• Business Savings</li><li>• Business Money Market Investment</li></ul>		\$0	\$0	\$225
	<b><u>Deposit Only ATM Card linked to:</u></b> <ul style="list-style-type: none"><li>• Commercial Checking</li></ul>		\$0	\$0	\$5,000
	<b><u>Business Debit Card linked to:</u></b> <ul style="list-style-type: none"><li>• Business Savings<sup>1</sup></li><li>• Small Business Checking</li></ul>		\$5,000	\$1,000	\$225
	<b><u>Business Debit Card linked to:</u></b> <ul style="list-style-type: none"><li>• Commercial Checking</li></ul>		\$10,000	\$2,000	\$5,000

<sup>1</sup> A checking account linked to the debit card is required to make purchases.

<sup>2</sup> Daily spending and ATM withdrawal limits are "per card" up to the Available Balance in the account.

<sup>3</sup> Total amount per business day of immediate availability of ATM-deposited funds; determined by the account to which the deposit is made.

# Amendment to Comerica's Business and Personal Deposit Contract *(continued)*

## **8.00 Special Rules for Sweep Arrangements.**

Deposits will be FDIC insured to the extent permitted by law. FUNDS SWEEPED OUT OF AN ACCOUNT INTO NON-DEPOSIT ACCOUNTS, SUCH AS LOAN ACCOUNTS OR A NON-DEPOSIT ACCOUNT, ARE NOT "DEPOSITS" FOR PURPOSES OF FEDERAL DEPOSIT INSURANCE. IN THE EVENT WE FAILED, YOU WOULD HAVE GENERAL CREDITOR STATUS FOR THE FUNDS THAT WERE SWEEPED INTO A NON-DEPOSIT ACCOUNT.

## **8.02 Definitions.**

**8.02.02** Core Checking Account is a Checking Account from which we will automatically transfer ("sweep") and invest deposits in an interest-bearing Account, and/or for business sweep arrangements, the loan we make available for that purpose, pursuant to your standing instructions, if we agree to establish a sweep arrangement for you.

**8.02.04** Designated Account is an interest bearing Account into which deposits to your Core Checking Account may be automatically transferred pursuant to your standing instructions, stated in the Acceptance, if we approve your request for a sweep arrangement.

**8.02.06** Target ("Threshold") Balance is the minimum dollar amount you agree in the Acceptance that the Core Checking Account will maintain at all times.

## **8.04 Business Sweep Arrangements.**

**8.04.02 Transfer Options.** If we establish a business sweep arrangement for you, you may elect to have deposit balances in the Core Checking Account automatically transferred to a Designated Account and/or to a designated revolving loan account at Bank or, in some cases, one of our affiliates ("Loan"). Your election must be made in the Acceptance, but you may change your election upon 7 days' written notice. You may elect in the Acceptance (or thereafter on 7 days' written notice) to have all or a designated portion of deposit balances in the Core Checking Account transferred to apply to the Loan. If you make such an election, you remain obligated on the terms of the Loan, including the obligation to make timely payments, whether or not there are sufficient funds to apply to the Loan at any given time.

**8.04.04 Transfers.** On each Business Day, we will calculate the Collected Balance in the Core Checking Account and will transfer from the Core Checking Account to the Designated Account and/or Loan the amount of the Collected Balance that exceeds the Target Balance.

If the Collected Balance is less than the Target Balance, we will transfer funds from the Designated Account to the Core Checking Account.

If there are insufficient funds in the Designated Account to transfer to the Core Checking Account to cover all debits and to meet the Target Balance, we will on your behalf draw advances on the line of credit available under the Loan, if applicable. If insufficient funds are available under the above procedures, we may elect in our discretion to contact you for instructions or to not honor items.

## **8.06 Personal Sweep Arrangements.**

**8.06.02 Transfer Options.** If we establish a personal sweep arrangement for you, you elect to have deposit balances in the Core Checking Account transferred automatically to a Designated Account.

**8.06.04 Transfers.** On each Business Day, we will calculate the Available Balance in the Core Checking Account and we will transfer from the Core Checking Account to the Designated Account the amount of the Available Balance that exceeds the Threshold Balance. If the Available Balance is less than the Threshold Balance, we will transfer funds from the Designated Account to the Core Checking Account in an amount sufficient to cover all debits to the Core Checking Account and to return the Core Checking Account to the Threshold Balance.

## **8.08 Terms Applicable to All Sweep Arrangements.**

**8.08.02 Transfers and Withdrawals.** Transfers made from the Core Checking Account pursuant to this Agreement will be made at the end of each Business Day. Withdrawals from the sweep arrangement can only be made through the Core Checking Account. You authorize us as your order to us, with or without prior notice to you, to transfer and withdraw funds from any Account into which your funds are swept to offset any overdraft or other liability you owe us.

**8.08.04 Liability.** We accept no liability for the actions or failure to act of any person not a party to this Contract, including any of our other affiliates. You agree to hold us harmless from loss or delay caused directly or indirectly by any inconsistencies between days and hours of operation among Comerica Bank, applicable markets and investment companies, or any other conditions beyond the control of Comerica Bank.

