

# Harris Handbook for Personal and Business Deposit Accounts

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*Thank you for choosing Harris. We are pleased that you have established a banking relationship with us and are proud to count you among our valued customers.*

*At Harris, our commitment is to give you the highest quality service at all times. As part of that commitment, we have prepared this convenient Handbook.*

*Please take a few minutes to review the contents of this Handbook and be sure to keep it handy for your future reference. If you need additional information, please call and we will be happy to help you.*

Effective September 6, 2008





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### **NEW ACCOUNT OPENING PROCEDURES**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FOR PERSONAL ACCOUNTS, SEE THE ACCOMPANYING (a) *YOUR GUIDE TO DEPOSIT SERVICES AT HARRIS* AND ANY SPECIAL SUPPLEMENT APPLICABLE TO YOUR ACCOUNT (COLLECTIVELY, THE "*SERVICES GUIDE*") WHICH INCLUDE THE SERVICE FEE SCHEDULE AND IMPORTANT ACCOUNT DISCLOSURES; AND (b) THE *HARRIS PRIVACY POLICY* AND SECTION IV-O OF THIS AGREEMENT REGARDING THE COLLECTION, CONFIDENTIALITY AND SECURITY OF CUSTOMER INFORMATION AND WHEN WE MAY DISCLOSE IT TO THIRD PARTIES AND OUR AFFILIATES.

FOR BUSINESS ACCOUNTS, SEE THE ACCOMPANYING *HARRIS BUSINESS BANKING SERVICE FEE SCHEDULE* AND ANY SPECIAL SUPPLEMENTS APPLICABLE TO YOUR ACCOUNTS (COLLECTIVELY, THE "*SERVICES GUIDE*") WHICH INCLUDE IMPORTANT ACCOUNT DISCLOSURES.

PRODUCTS AND SERVICES DESCRIBED HEREIN MAY HAVE LIMITED AVAILABILITY.



# MASTER AGREEMENT FOR DEPOSIT ACCOUNTS AND CARDS

## I. Introduction

This Agreement applies to all of the deposit accounts you establish or maintain at Harris. It also governs your Card (as defined below) with us. If you use special Harris services related to your accounts, such as Harris Online Banking Services, the service will be governed by the terms and conditions provided to you when you signed up for the service, and by the terms of this Agreement. You agree to the terms of this Agreement when you sign our account opening form or signature card, make deposits or withdrawals, or leave funds on deposit. This Agreement supersedes all previous deposit account agreements that apply to these accounts. If there is a conflict between the provisions in this Agreement and something said by one of our representatives, this Agreement will be controlling. In this Agreement, "we," "us," "our," and "Harris" means Harris N.A. or the Harris N.A. bank affiliate which establishes and holds your account. "You" and "your" means the person or entity who opened the account or in whose name the account was opened, and any assignee, successor, or agent. "Card" means the Harris ATM or debit card which will be labeled as the Harris Debit Card or Harris Banking Card used to access your deposit account using an automated teller machine ("ATM") or point-of-sale ("POS") terminal at a merchant location. We suggest that you retain this *Handbook* for future reference. To the greatest extent allowed by law, your account and this Agreement are governed by applicable federal laws and regulations and the laws of the State of Illinois. To the extent not allowed by applicable federal and Illinois law, the laws of the State where your account is maintained will govern. These laws and regulations as applied to your account and this Agreement are referred to as the "Applicable Law."

## II. Harris Checking Accounts

This Section applies to Harris Checking Accounts, Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts.

### A. Withdrawals

**General.** You may withdraw funds from your account in the following ways:

- You can write a check.
- You can make a withdrawal at any Harris branch.
- You can arrange to make automatic transfers or payments each month from your account to other accounts with us or to third parties (such as insurance or mortgage payments).
- You can authorize a merchant or other person to initiate an electronic withdrawal from your account or to present a preauthorized draft which does not include your signature.
- If you have a Card, you may withdraw funds from your account through an ATM that accepts Cards, or you may purchase goods and services (or withdraw funds) at merchant locations that accept Cards through POS terminals on their premises. See the Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts in Section VI. Terms and conditions for Cards issued on business accounts are set forth in the Harris Business Card Agreement in Section VII.

**Overdrafts.** Your account will be overdrawn and we may charge an overdraft fee if any transfer, withdrawal, service fee or other debit of any type exceeds your available balance. This includes, without limitation, (a) any transfer or withdrawal by check, draft, ATM or POS transaction, preauthorized draft or electronic payment, automatic loan payment or other means (each of these is an "Item"), (b) any service fee or other charge posted to your account pursuant to this Agreement or the *Services Guide*, or (c) the chargeback of any check previously deposited to the account, and the reversal of any previous credit to the account. If paying an Item will cause an overdraft, then we reserve the right to return the Item or pay the Item, at our sole discretion, and we may charge the overdraft fee in either case. Overdraft fees are disclosed in the *Services Guide*. You agree to repay immediately the amount of any overdraft along with any associated fees. If the account is owned by two or more persons, each owner is liable to us for the overdraft and associated fees, regardless of the amount of contribution by any owner of the account.

**Notice of Withdrawal for Harris Checking, Harris Interest Checking, and Harris Money Market and Sweep Checking Accounts.** As a day-to-day practice, we will allow withdrawals from your Checking Account at any time without prior notice. However, federal regulations applicable to Checking Accounts provide that we must retain the right to require at least seven days' notice prior to any withdrawal.

**Money Market Checking Accounts.** You may make an unlimited number of withdrawals from this account in person, by mail, by telephone or at ATMs. Checks, transfers made by Harris Telephone Banking® or Harris Online Banking®, and preauthorized transfers from this account are limited by federal regulation to a combined maximum of six per monthly statement period or cycle. No more than three checks, drafts or transfers with a Card at a POS terminal may post to your account in a monthly statement period or cycle. We may charge a fee for any transfers that exceed these limits. We also reserve the right to change an account with excessive activity to another type of deposit account that pays a lower rate of interest or no interest, but has more flexible transaction capabilities, or we may close the account. We will give you 30 days' notice before any such change becomes effective.

**Debiting Your Account; Order of Posting.** Your account may be debited on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification we receive that an Item drawn on your account will be presented for payment or collection. We may pay Items presented against your account in any order we choose, unless a particular order is either required or prohibited by Applicable Law. We may change the order of posting Items to your account at any time without notice to you.

### **B. Interest**

Interest will be paid on Harris Interest Checking, and Harris Money Market and Sweep Checking Accounts in accordance with the terms and conditions shown in the *Services Guide*. The rate of interest is subject to change daily at our discretion. No interest will be paid on any other type of checking account.

### **C. Checks**

**General.** You must use our approved check format. We can have checks printed for you and may charge your account a check printing fee. All Harris Checking, Harris Interest Checking, and Harris Money Market and Sweep Checking Accounts require Check-Safekeeping. With “*Check-Safekeeping*,” we will send you a periodic statement for your account that will include either (i) images (copies) of your canceled checks (“*Imaged Statements*”) or (ii) information that identifies your canceled checks. Instead of Check-Safekeeping, we may offer you the option of “*Checks with Statement*,” and if you select this option, we will send you a periodic statement for your account that will include your canceled checks. If you select Checks with Statement, you agree that we may charge you a monthly fee for this service. If your account only receives information that identifies your canceled checks, you agree that we may offer you the option of receiving Imaged Statements for a monthly fee. With Check-Safekeeping, your canceled checks will not be returned to you with your statement, and the front and back of all checks processed against your account will be imaged and retained by us for seven (7) years. You agree that the original check may be destroyed after a reasonable period of time as determined by us. There is no charge for storage of your check images; however, you agree to pay the fees associated with receipt of photocopies of any canceled checks you request, as shown in the current *Services Guide*. You are responsible for the condition of the check when you issue it. If a check you issue or deposit is returned, or if payment is delayed as a result of any writing or marking that you or a prior endorser place on the front or back of the check, you will be responsible for any costs and liabilities associated with such return or delay.

**Use of Facsimile Signatures.** You agree not to use a facsimile signature on checks unless specifically authorized by a separate agreement with us which includes a specimen of the facsimile signature. We may refuse to honor checks drawn by means of a facsimile signature without such agreement even if we have previously honored checks with a facsimile signature. Alternatively, at our discretion, we may honor such checks without such an agreement if the facsimile signature(s) resembles the facsimile signature(s) appearing on any check which was issued previously and which you did not report to us as unauthorized. In doing so, we are hereby authorized to rely upon and to accept as genuine such facsimile signature which you have ratified by prior use without any duty for us to determine the genuineness thereof or whether or not the affixing of such facsimile signature to a check has been authorized by you or the person whose name is so affixed.

**Preauthorized Drafts and Electronic Debits.** If you give your account number or a sample of your check to a person, merchant, or other business who is seeking to sell you goods or services, or receive a payment from you, or you issue a check to such person, merchant, or other business, we may treat such disclosure or issuance as your authorization to that person, merchant, or other business to issue written or electronic drafts or other debits against your account, including any fees for the electronic representation of a dishonored check. Until you notify us that such an Item is not authorized, we shall not be liable to you for the payment of such Item, even though the Item is not in accordance with the authorization you may have given to that person, merchant, or other business.

**Postdated and Stale Checks.** We reserve the right to pay any check before the date you have written on it (a postdated check) or if it is more than six months old (a stale check). If you do not want us to pay a postdated or stale check, you must provide us with a stop payment order.

**Stopping Payment on a Check.** If you do not want us to pay a check you have written, you can order us to stop payment. You can notify us in person, by Harris Telephone Banking® (1-888-340-2265), by Harris Online Banking® or by mail to Harris, Attn.: Support, P.O. Box 94033, Palatine, IL 60094-4033. For business accounts, you can contact our Business Banking Service Center at 1-888-489-2265. Your stop payment order must include your account number, the number and date of the check, the name of the payee, and the amount. We must receive your stop payment order before our stop payment cut-off time, which is 10 a.m. Central Time (C.T.) on the next Business Day after the check is presented to us for payment. We will accept a stop payment order from any account owner regardless of who signed the check. Your stop payment order will be effective for six months. If you want the stop payment order to continue after six months, you must renew it. A stop payment order will not be effective on a check which we have already paid or certified. There is a stop payment fee as shown in the *Services Guide*.

**Non-Customer Check Cashing.** If a check drawn on your account is presented for payment over the counter at any of our locations, or at any other Harris bank affiliate, by a person who is not a Harris deposit account holder (a "non-Harris customer"), you agree that we may require the non-Harris customer to pay a check cashing fee and provide a thumbprint or other unique identification as a condition for cashing a check drawn on your account. You also agree that we may refuse to pay any such check if the non-Harris customer refuses to furnish such identification or pay the fee. Such refusal shall not be considered wrongful dishonor of the check by us.

We may limit the Harris locations at which a non-Harris customer may cash a check written on your account. We may select and change these locations at any time without notice to you, and you agree that we may refuse to pay a check presented by a non-Harris customer at any other Harris location.

You also agree that we may refuse to cash or otherwise honor any check exceeding \$10,000 which is presented to us over the counter by any person, even if the check is properly payable and that person can verify his/her identity as the holder of such check. Such refusal shall not be considered wrongful dishonor of the check by us. In such cases, the holder of the check is expected to deposit the check with his/her bank and have the check presented to Harris through regular banking channels.

#### ***D. Harris Checking, Harris Interest Checking and Sweep Checking Accounts***

This Section D applies to all Harris Checking, Harris Interest Checking and Sweep Checking Accounts (excluding Harris Money Market Checking Accounts).

A Harris Checking Account may consist of two sub-accounts. In that event, one sub-account will be a demand deposit account and the other sub-account will be a savings deposit account. Neither sub-account pays interest on account balances, and they will be treated as a single account for purposes of (a) calculating fees, service charges, and minimum balance, (b) reporting your available balance at any time, such as at ATMs or through Harris Telephone Banking or Harris Online Banking services, and (c) providing you with a single statement each month that shows your beginning and ending total balance and all activity during the statement period or cycle.

A Harris Interest Checking Account and a Harris Sweep Checking Account may consist of two sub-accounts. In that event, one sub-account will be an interest-bearing checking account and the other sub-account will be a savings deposit account. Both sub-accounts will earn the same rate of interest, and they will be treated as a single account for purposes of (a) calculating interest, fees, service charges, and minimum balance, (b) reporting your available balance at any time, such as at ATMs or through Harris Telephone Banking or Harris Online Banking services, and (c) providing you with a single statement each month that shows your beginning and ending total balance and all activity during the statement period or cycle.

All deposits to your Harris Checking, Harris Interest Checking Account or Harris Sweep Checking Account will be credited to your checking sub-account, and all of your checks, withdrawals, and other debits (collectively, "Debits") will be deducted from your checking sub-account. Your funds in the savings sub-account can be accessed only through your checking sub-account. At various times during each monthly statement period or cycle, if your checking sub-account balance exceeds a threshold amount which we establish, then all funds in your checking sub-account which exceed that threshold balance will be transferred into your savings sub-account. As funds in your savings sub-account are needed to pay Debits to your checking sub-account and maintain the threshold balance, they will be transferred back to your checking sub-account. Such transfers into your checking sub-account will be made up to five times per statement period or cycle. If a sixth transfer from your savings sub-account account is needed in any statement period or cycle, then the entire balance of your savings sub-account will be transferred into your checking sub-account.

The threshold balance is set by us and it may be changed at any time at our discretion.

### **III. Harris Savings and Certificate of Deposit (Time Deposit) Accounts**

Interest will be paid on these accounts in accordance with the terms and conditions shown in the *Services Guide*.

#### **A. Statement and Passbook Savings Accounts**

**General.** We offer Statement Savings Accounts (including Harris Money Market Savings Accounts) and we may offer Passbook Savings Accounts. The rate of interest that we pay on your Savings Account is subject to change daily at our discretion.

**Statement Savings Accounts.** Cards for ATM use may be available for these accounts, and you will receive a quarterly statement regardless of transaction activity. You will also receive a monthly statement if you have had an electronic deposit or withdrawal.

**Passbook Accounts.** If you have a Passbook Savings Account with us, transactions are recorded directly in your passbook when it is presented to us. We may waive the requirement of presenting the passbook for a withdrawal or other transaction. The balance shown in your passbook or on a receipt is not final until verified by us in comparison with our records. Cards are not available for Passbook Savings Accounts. If your passbook is lost, stolen, or destroyed:

- You must notify us promptly. If you notify us by telephone, we must receive written confirmation within ten Business Days.
- Before we can issue a new passbook, or pay the amount you have on deposit, all owners of the account must sign a lost passbook claim which indemnifies us against any loss. We may also require a surety bond.

**Withdrawals.** You may make an unlimited number of withdrawals in person, by mail, by telephone or at ATMs. However, federal regulation permits only six transfers, including Harris Telephone Banking® or Harris Online Banking® or preauthorized transfers from your Savings Account per monthly statement period or cycle. Transactions that exceed the limitations will be rejected and a service charge may be imposed. Debit transactions at POS terminals with a Card are not permitted for Savings Accounts and will be declined. Federal regulations applicable to Savings Accounts provide that we must retain the right to require at least seven days' notice prior to any withdrawal.

**Savings Overdrafts.** Your account will be overdrawn if any transfer, withdrawal, service fee or other debit of any type exceeds your available balance. This includes, without limitation, (a) any transfer or withdrawal by ATM transaction, electronic payment, automatic loan payment, or other means (each of these is an "Item"), (b) any service fee or other charge posted to your account pursuant to this Agreement or the *Services Guide*, or (c) the chargeback of any check previously deposited to the account, and the reversal of any previous credit to the account.

If paying an Item will cause an overdraft, then we reserve the right to return the Item or pay the Item, at our sole discretion, and we may charge the overdraft fee in either case. Overdraft fees are disclosed in the *Services Guide*. You agree to repay immediately the amount of any overdraft along with any associated fees. If the account is owned by two or more persons, each owner is liable to us for the overdraft and associated fees, regardless of the amount of contribution by any owner of the account.

#### ***B. Certificate of Deposit (Time Deposit) Accounts***

**General. Certificate of Deposit ("CD") Accounts will automatically renew at maturity as explained in the *Services Guide*, unless you have instructed otherwise.** If you have instructed us to not renew your CD, it will not earn interest after maturity. If you close your CD during the grace period, interest accrued since maturity date will not be paid.

**Early Withdrawal Policy.** When you make a deposit to a CD or Individual Retirement Account (IRA) CD Account, you are agreeing to keep the funds on deposit until the stated maturity. We reserve the right to permit withdrawals of principal only upon maturity. If we permit you to make an early withdrawal of principal, you will pay an early withdrawal penalty, regardless of the length of time the funds withdrawn have remained in the account. The early withdrawal penalty applicable to your CD Account is explained in the *Services Guide* furnished to you when you opened your CD Account.

**CD Verification Receipt; Transferability.** The receipt you receive after opening a CD Account is not a certificate of deposit or other instrument. The deposit and receipt are nontransferable, except on our records.

### **IV. Terms Applicable to All Accounts**

#### ***A. Deposits***

At our discretion, we can refuse, limit, or return any deposit. Checks and other Items you want to deposit must be in U.S. dollars and must be personally endorsed by all parties to whom they are payable. We may require that an endorsement by a person other than you be verified or guaranteed. We are not liable for deposits made to our depository box until we retrieve and verify the deposit. If a deposited Item is returned unpaid we may at our option choose to convert it to an electronic payment and redeposit it through an automated clearinghouse. You agree to pay the fee for a Deposited Item Returned for each such returned electronic payment.

We have sole discretion to determine whether we accept Items for deposit or collection, including Items drawn on a non-U.S. bank or Items payable in a foreign currency. Handling an Item "for collection" means that instead of accepting the Item for deposit, we send the Item directly to the issuer's bank for payment. We will credit your account only when we receive final payment for the Item. Items sent for collection are not subject to our Funds Availability Policy for Deposit Accounts, which is located at the end of this Agreement. Additionally, Items we accept for deposit which are drawn on a non-U.S. bank or are payable in a foreign currency are not subject to our Funds Availability Policy for Deposit Accounts. If the Item is payable in foreign currency, the actual credit will be at the exchange rate in effect at the time of final collection in U.S. dollars. If the Item is returned to us unpaid, we will return the Item to you. We reserve the right to charge any associated fees as disclosed in our *Services Guide*.

### ***B. Forms Specifications***

All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your account must be on forms obtained through or approved by us. You agree to maintain adequate safeguards to ensure the authorized use of the forms you retain. We are not responsible for losses you may incur due to improper printing on forms not obtained through or approved by us. You agree that we may refuse to accept for deposit or to process any check or other Item that is presented to us in a form that cannot be processed or photographed using equipment that we regularly use in our normal operations.

### ***C. Fees and Service Charges***

You agree to pay any applicable fees and service charges when due, and you authorize us to deduct any fees and service charges from your account. These fees and service charges are listed in the *Services Guide*, and they are subject to change at any time. We may refrain from imposing any fee or service charge at our sole discretion. This is not a waiver of any of our rights and shall not affect our right to impose such fees or service charges in the future without additional notice to you.

If your account is held as an asset under your Individual Retirement Account (IRA) Plan, you agree that for any IRA Plan fees not paid separately by you, we may deduct such IRA Plan fees from your account. These fees are listed in the *Services Guide*, and they are subject to change at any time.

### ***D. Wire and Other Funds Transfers***

We will act on your payment order, but we reserve the right to require your written and signed instruction and/or confirmation, and compliance with our established security procedures. Any payment order which is verified through the use of our established security procedures shall be deemed to be your payment order, and you shall be required to pay us the amount of the payment order whether or not it was authorized by you.

The periodic statements we provide to you will notify you of funds transfer payments received for credit to your account. You agree that we are not required to provide any other notice to you of receipt of funds transfers. You are responsible for the contents of each payment order you send to us. You acknowledge and agree that we and any receiving bank are entitled to rely on the account number (or bank identification number) which appears on your payment orders without any obligation to look at the name of the receiving customer or bank which may also appear on the payment order.

When we receive automated credit entries and debit entries to your account through an automated clearinghouse, we are authorized to

credit or debit your account, as the case may be, and you agree to be bound by the rules of the National Automated Clearinghouse Association and The Clearing House Payments Company, LLC. Under these rules, it is very important that unauthorized entries be reported promptly so they can be returned to the originating source in a timely manner.

You also agree that funds to be credited to your account are provisional until we receive final payment. If we receive a demand for reimbursement from any payor of a direct deposit to your account claiming that you were not entitled to certain payments, we are authorized to charge your accounts for the amount of the claim.

***E. Harris Telephone Banking® or  
Harris Online Banking® Services***

You can use Harris Telephone Banking and/or Harris Online Banking services to electronically obtain the following services: (a) receive information about the balance or recent transaction activity in your accounts with us; (b) issue stop payment orders for checks on your accounts with us; and (c) initiate the transfer of available funds between your qualifying Harris accounts. A detailed description of these services and the applicable security procedures that you and your authorized representatives must follow when using them will be provided when you enroll or begin using these services. We may modify the services and the security procedures from time to time upon notice to you. We may furnish confidential security procedure materials to any authorized signer on your accounts with us, or to any other person we reasonably believe to be authorized to receive the information.

Account balances change on a frequent basis. We assume no responsibility for your reliance on such information, which is subsequently updated or corrected, and you hereby waive any claim against us based upon balance or transaction information we provide through these Harris services.

We rely on the accuracy and completeness of the information you give to us when you use these Harris services. You should strictly maintain the confidentiality of your user ID and password that you or your authorized representatives use to access these services.

We may recommend certain computer hardware or software for your use in connection with Harris Online Banking services. However, we make no representations or warranties with respect to that hardware or software. We make no representations or warranties, whether statutory, express, or implied with regard to the services or any telecommunications or computer systems you may use in connection with the services, and we disclaim all warranties or merchantability and fitness for a particular purpose.

***F. Taxpayer Identification Numbers***

You must furnish your correct Social Security Number or other taxpayer identification number when you establish an account with us. When you sign an account opening form or signature card, you certify that the number you are furnishing is correct (or that you are waiting for a number to be issued), that you are not subject to backup withholding, and that you are a U.S. person (including a resident alien). If you are not a U.S. person (including a resident alien or a foreign corporation, foreign partnership or foreign trust), you must furnish the proper Form W-8.

***G. Dormant or Abandoned Accounts***

**Dormant Accounts.** We consider your account to be dormant if there has been no transaction or communication in writing from you about the account for three years if it is a Savings Account (excluding CDs and IRAs), or one and one half years if it is a Checking Account (including a Harris Checking Account, Harris Interest Checking Account, or a Harris

Money Market or Sweep Checking Account). If your account becomes dormant, we will notify you in writing (at the last address you have given to us) and we will impose a periodic dormant account fee (excluding Minor Savings Accounts) in addition to any applicable account maintenance fees as long as the account remains on our books (see the *Services Guide* for our current fees).

**Abandoned Accounts.** Your account will be presumed abandoned, and the funds in the account will be transferred to the State where our branch that maintains your account is located in accordance with Applicable Law, if within that State's then current statutory period, you have not caused any transactions with regard to the account, communicated with us in writing concerning the account, or otherwise indicated an interest in the account as evidenced by a memorandum on file with us. We will stop paying interest on the account once it is presumed abandoned subject to Applicable Law.

#### ***H. Statements and Notifications***

You will receive a periodic statement for all accounts except Passbook Savings and CD Accounts. The balance shown on your statement is not final until verified by us in comparison with our records. We reserve the right not to send statements on accounts we consider dormant. All statements, notices, canceled checks (or images of canceled checks and information identifying canceled checks) and other Items must be examined by you promptly upon receipt. You must notify us of an unauthorized or missing signature or alteration within a reasonable time (not to exceed 30 days) after we send or make available to you your canceled checks (or images of canceled checks and information identifying canceled checks). If your statement shows that someone has made an unauthorized electronic withdrawal from your account, you agree to notify us at once and, within 15 days after we send your statement, give us an affidavit declaring that the withdrawal was not authorized. You must also notify us of any other account problem, including an erroneous statement entry, unauthorized or missing endorsement, or improper charges within 60 days of the date we send or make your statement available to you.

We shall not be liable for errors, irregularities, unauthorized signatures, or alterations unless you have given us the required notice. You agree that you will not commence any legal action or proceeding against us regarding any such error, irregularity, unauthorized signature, or alteration unless you do so within one year of the date we send or make available to you the statement, notice, or advice in question.

#### ***I. Legal Proceedings***

In the event your account becomes involved in legal proceedings or the ownership of, or right to make withdrawals from your account becomes in dispute for any reason, we may restrict your use of it. In the event we become a party to any legal proceedings involving you, and another account holder or a third person, you agree to compensate and reimburse us for all costs, charges, and expenses, including reasonable attorneys' fees, incurred by us as a result of such proceedings subject to Applicable Law. In the event of your death, we will not release funds on deposit until all legal documents we require are delivered to us.

#### ***J. Security Interest, Setoff and Assignment Restrictions***

You hereby grant us and each of our affiliates a security interest in all deposit accounts owned by you, either individually or jointly, now or in the future, with us or any one of our affiliates, regardless of the amount of your contribution to an account, in order to secure payment of any and all claims including service fees we or any one of our affiliates may have against you, or a joint owner, whether or not another party is also liable for such claims and whether such claims relate to the account,

an overdraft protection plan, a credit agreement, or other circumstances. If you fail to satisfy a claim after we or any one of our affiliates send written notice to you, you hereby authorize us or any one of our affiliates to pay all or a portion of the amount of the claim by a debit to or withdrawal from the account. You agree that the account-holding bank shall comply with the secured party's instructions directing a withdrawal from your account without obtaining your consent.

In addition to the rights granted herein, we and each of our affiliates retain all rights of setoff pursuant to Applicable Law. If you owe money to us or any of our affiliates, we can use the money from any account you have with us to pay the debt. If we cash any check for you which is returned unpaid, we are authorized to deduct such amount from any account maintained by you whether individually or jointly, regardless of the amount of your contribution to the account.

In addition to our setoff rights and those of our affiliates described above, we and our affiliates may subject the entire sums on deposit of a living party to an account to our/their claims, as if such sums resulted solely from contributions made by the debtor party. However, if a joint or P.O.D. Account opened in Wisconsin requires the signatures of all of the parties for purposes of withdrawal, such Account shall not be subject to the claims of creditors of a debtor party to the extent of the net contributions of the other parties to the account.

You are prohibited from assigning your rights to or granting a security interest in an account without our prior written consent. You understand that any assignment or pledge of your account is subject to our prior security interest and right of setoff. You further agree to indemnify us against any claims, losses, liabilities and expenses incurred by us if you assign or grant a security interest in your deposit account (whether or not we consented to such action). You also grant us a security interest in your account as security for your performance of this indemnity, and the right to terminate or place a hold on the account, and dishonor all Items drawn on the account that you have assigned or in which you have granted a security interest to any third party (whether or not we consented to such security interest). Upon receipt of oral or written notice from any party of a claim regarding the account, we may place a hold on the account. In such case, you agree to indemnify and hold us harmless for our failure or refusal to honor any Item drawn on your pledged account or any other withdrawal instruction.

#### ***K. Transfer of Accounts***

Checking Accounts (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) may not be transferred. Savings and CD Accounts are not transferable except on our records. Consult a Harris Banker concerning the procedures for permitted transfers of the account's ownership.

#### ***L. Closing Your Account***

You can close your account at any time for any reason by giving us written notice. We can also close the account at any time. If we do, we will send you a notice and a check for the balance. If your account is closed before interest is credited, you will not receive the accrued interest. Any checks presented after your account is closed will be returned unpaid. Closed accounts remain subject to the other provisions of this Agreement.

#### ***M. Change in Terms***

We can change this Agreement and any fees, service charges and balance levels or other terms shown in the *Services Guide* at any time without prior notice, if the change is favorable to you. "Changes" include

revisions or deletions of existing terms and conditions, and additions of new terms and conditions. If the change is adverse to you, we will send or make notice available to you at least 30 days before the effective date of the change. If you continue to use the account or keep the account open after such notice, you will be deemed to agree to the changes. Notwithstanding the foregoing, any provision of this Agreement may be changed or terminated immediately, without notice, to the extent necessary to comply with any Applicable Law.

#### ***N. Notices***

Notices that we send you will be considered effective when sent to the most current address we have for you in our records or sent electronically, if we have agreed on this method. Notice from you will be considered effective when we receive it at our offices and we have had a reasonable time to act on it. If your account has two or more owners, we can notify one of you and the notice will be effective for all account owners. Also, notice to us from any one owner of an account will be considered notice from all owners.

#### ***O. Disclosure of Customer Information***

For Personal Accounts: Generally, we will not disclose information about you, your account or transactions to third parties or our affiliates, except (i) as authorized by you; (ii) as permitted by Applicable Law; (iii) as described in the *Harris Privacy Policy*; or (iv) if you have a Harris Card as described in the disclosures regarding electronic funds transfers (included in Section VI-E of this Agreement).

For Business Accounts: See Section V-D on page 14.

#### ***P. Harris Marketing Lists***

You may request not to receive notifications of our products or services by calling us at 1-888-654-0063. (Business Customers should contact us at 1-888-489-2265). Please note that it may take several weeks to fully implement your request. Thereafter, the only information we will provide you regarding our products and services will be through regular communications with you.

#### ***Q. Customer Communications***

To improve customer service and security, you agree that your telephone communications with us may be monitored and recorded. You agree that calls concerning any of your accounts with us are not unsolicited, and you also agree to accept calls from us about your accounts which could be automatically dialed and a recorded message played.

#### ***R. Waiver/Enforceability***

No delay in enforcing our rights will affect your obligations under this Agreement. If we waive any of the provisions of this Agreement, such waiver will apply only on that occasion. If there is a conflict between this Agreement and Applicable Law, this Agreement will be considered changed to the extent necessary to comply with Applicable Law. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, that provision may continue to be enforceable to the extent permitted by the court, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions will remain in full force and effect.

#### ***S. Indemnity***

You agree to indemnify us for any loss, liability, or expense, including reasonable attorneys' fees, which results from any of the following:

- You instruct us to do something and we incur any loss or expense caused by following your instructions.
- You, or a prior endorser, endorse a check or place anything on the front or back of a check that is not in compliance with our

endorsement standards.

- We become a party to any legal proceedings under the Section headed "Legal Proceedings" on page 9.

Also, in the event that we receive a claim that a check you deposited or cashed with us has been altered, or has an unauthorized or missing signature, we may charge any of your accounts in the amount of the claim and hold such amount pending resolution of such claim. We shall notify you if we charge your account. Any claim by us for reimbursement from you under this Agreement may also be made against your estate, heirs, and legal representatives.

#### ***T. Limitation of Liability***

**You agree that to the extent permitted by Applicable Law we shall only be liable for your actual damages caused by our gross negligence or willful misconduct in connection with these deposit account services, and you hold us harmless from any loss, liability, damage or expense arising out of your use of these services. In no event shall we be liable for any event or circumstance beyond our reasonable control, or for indirect, special, punitive or consequential damages.**

#### ***U. Power of Attorney***

You may provide a power of attorney designating a person with the authority to exercise all your rights under this Agreement or as limited by us in our sole discretion. We may limit you to the appointment of one attorney-in-fact whose appointment must be joined by all the individual account owners, if a joint account. Subject to Applicable Law, any such appointment must be in a form satisfactory to us, hold us harmless from and against any actions we have taken or your attorney-in-fact has taken regarding your account, and be evidenced on our records.

#### ***V. Special Provisions Related to Certain Types of Account Ownership***

**Joint Tenancy with Right of Survivorship.** If two or more persons select a joint tenancy account on the application or signature record for an account, the signers agree that they own that account as joint tenants with right of survivorship. This means we may pay out all or part of the funds in the account to, or upon the order of, any one owner of the account regardless of the amount of contribution by any owner of the account. Also, if an owner dies, the funds remaining in the account will be payable to the surviving owner(s). It is our policy to request certain documents upon notification of the death of any of the joint owners before the funds in the account can be released. Except for transfer of ownership upon the death of one or more of the joint owners, the title and ownership of a joint account can be changed only with the written authorization of all owners. This type of account ownership does not create a tenancy by the entirety.

**Totten Trust Account (Upon Your Death, the Account Balance Is Payable to Your Designated Beneficiary).** If you open an account as trustee for a named beneficiary, without other formal trust papers, the account will be treated as a Totten Trust deposit (sometimes called a "payable upon death" account) as subject to Applicable Law. You may make deposits, withdrawals, or close the account at your discretion, and you may change the beneficiary. After your death, the balance in the account will be paid to the beneficiary, or to his or her legal representative if the beneficiary is a minor. This is subject to Applicable Law, and to the provisions of other documents covering the account. The trustee, or any trustee if there is more than one, may change the designated beneficiary(ies) without the consent of any other trustee or the beneficiary(ies). Between trustees, where there is more than one, the account is considered a joint account with right of survivorship, and is subject to the provisions referred to above for joint accounts. The

beneficiary must survive all trustees to receive the balance of the account.

**Custodial Accounts for Minors.** When you establish an account and make any deposit as custodian for the benefit of a minor, you are making that deposit under the Uniform Transfers to Minors Act as enacted in the State where our branch is located that maintains the account (the "Act"), and all deposits to that account shall be governed by the Act. Deposits may be made to an account controlled by an adult acting as custodian for a minor. Once a deposit is made to the account, that deposit and the interest it earns belong to the minor. Until the child reaches the age of majority as defined in the Act, control of the account generally remains in the hands of the custodian. Tax liability generally will be in the name of the minor, and the custodian must therefore include the minor's Social Security Number when the account is opened. Only one adult at a time may serve as custodian for a minor. A successor custodian may be designated at the time of account opening on the signature record, or at a later time. Consult your tax adviser concerning this type of account.

**Tenants-In-Common Accounts – No Rights of Survivorship.** This type of ownership is available for some types of accounts. All funds on deposit in these accounts are owned as tenants-in-common. The balance in the account is subject to withdrawal, transfer, or other disposition, only when authorized or approved by all owners or their legal representatives. Unless indicated otherwise on the account application or signature record, the ownership interest of each owner in the account balance is considered equal. Upon the death of any one of the owners, the deceased person's interest will go to the heirs of the deceased person and not to the remaining owner(s).

**Marital Account in Wisconsin.** A "Marital Account" is an account established in Wisconsin without the right of survivorship on or after January 1, 1986, by two parties who claim to be husband and wife, which is payable on request to either or both of the parties and which is designated as a Marital Account. A Marital Account belongs, during the lifetime of both parties, to the parties without regard to the proportion of their respective contributions to the sums on deposit or to the number of signatures required for payment. A party to a Marital Account may name one or more P.O.D. beneficiaries for that party's interest. A Marital Account is owned as a Marital Account by the parties named hereon. Upon the death of either of them, the survivor owns 50% of the sums on deposit. A Marital Account with P.O.D. beneficiaries is owned as a Marital Account by the named parties and, upon the death of either of them, 50% of the sums on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named on the signature record by the deceased party.

**P.O.D. Account in Wisconsin.** A "P.O.D. Account" is an account payable on request to one person during lifetime and on the person's death to one or more P.O.D. beneficiaries, or to one or more persons during their lifetimes and on the death of all of them to one or more P.O.D. beneficiaries. It includes an account in the name of one or more parties as trustee for one or more beneficiaries where the relationship is established by the form of the account and the deposit agreement with the financial institution and there is no subject of the trust other than the sums on deposit in the account. It includes a Marital Account for which a party named one or more P.O.D. beneficiaries for that party's interest. A P.O.D. Beneficiary is a person designated on a P.O.D. Account as one to whom all or part of the account is payable on request after the death of one or more parties. A P.O.D. Account belongs to the original payee during the original payee's lifetime and not to the P.O.D. beneficiary or beneficiaries. If two or more parties are named as original payees, during their lifetimes rights as between

them are governed as if the account were a joint account; and a surviving original payee may revoke or amend the P.O.D. beneficiary designation at will. A P.O.D. Account with single party is owned by the party named hereon. Upon the death of such party, ownership passes to the P.O.D. beneficiary(ies) named hereon. A P.O.D. Account with multiple parties is jointly owned by the parties named on the signature record. Upon the death of any of them, ownership passes to the survivor(s). Upon the deaths of all of such parties, ownership passes to the P.O.D. beneficiary(ies) named on the signature record. A P.O.D. Account may only be established in Wisconsin.

## **V. Special Provisions Applicable to Business Accounts**

This Section applies to accounts established by corporations, partnerships, sole proprietorships, associations and other non-consumer customers.

### **A. Account Documentation**

For any account in the name of a legal entity such as a corporation, partnership or association, we require authorization forms designating the person(s) authorized to make withdrawals and transfers, and issue other orders and instructions. We will honor such authorization according to its terms until we receive written notice that it is amended or terminated by the governing body of such organization. If you allow checks or other payment orders to be written and presented before we receive all authorization forms, we may refuse to pay the checks or orders (even though there are funds in the account), and you agree that we shall not be liable for damages in that event.

### **B. Deposits and Related Matters**

1. Any Item deposited to your account or handled by us for collection that lacks an endorsement may be, or may be deemed to be, endorsed by us on your behalf. With respect to any such Item, our rights and your liabilities shall be determined as though you actually endorsed and deposited the Item. Further, any Item deposited to your account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement regardless of who affixed such endorsement.
2. You agree that we act only as your collecting agent in receiving Items for deposit or collection, and we assume no responsibility beyond due care. You also agree that any Item (including any check, draft, and automated clearinghouse entry) which is deposited to your account, or for which you receive cash, which is returned unpaid may be charged against any account you have with us. In the event that we receive a claim that a check or other Item you deposited or cashed with us has been altered, or has an unauthorized or missing signature, we may charge any of your accounts in the amount of the claim and hold such amount pending resolution of such claim. We will notify you if we charge your account.
3. Federal tax deposits processed in a lobby or drive-up after 2:00 p.m. C.T. on any Business Day or on any non-Business Day will be considered processed the next Business Day.

### **C. Service Charges**

You agree to pay our standard fees and charges for your account and our related services (collectively "*Fees*"), unless we have a separate written agreement with you relating to Fees. All Fees will be automatically deducted from your account unless we have agreed to allow you to pay for some types of Fees through account analysis and compensating balances as described in the *Services Guide*.

### **D. Disclosure of Customer Information**

Generally, we will not disclose information about you, your account or transactions to third parties or our affiliates except as permitted by

Applicable Law or authorized by you. By opening or using an account, you irrevocably authorize us to disclose information (i) to our affiliates, accountants, lawyers or other agents; (ii) to bank regulators and law enforcement authorities when we reasonably believe we have been the victim of a crime; (iii) to provide, exchange or verify credit information, in the regular course of business (including collecting an obligation owed to us or a third party) with other financial institutions, commercial enterprises or credit bureaus; and (iv) to comply with government agency or court orders or other legal process including subpoenas, summonses or search warrants.

**Sharing and Use of Information Within the Harris Family of Companies.** We may share within the Harris family information about your transactions or experiences with us, information you supply on your account applications, and information we receive from third parties. As an individual, you have the right to instruct us not to share among our banks and affiliated financial service companies certain information (other than information about our transactions and experiences with you) from your account applications or information we receive from third parties. As an individual, federal law gives you the right to limit some but not all marketing from the Harris family of companies. You may limit our affiliates within the Harris family of companies, such as our banks, brokerage, insurance or investment advisory affiliates, from marketing their products or services to you based on personal information about you that they may receive from other companies within the Harris family of companies. This information includes your income, your account history and your credit score. Your choice to limit marketing will apply until you tell us to change your choice. To inform us that you do not want us to share certain information about you or to limit marketing offers, please contact us at 1-888-489-2265, visit any Harris location, or write to the Harris Privacy Office at 111 W. Monroe St., Chicago, IL 60603. If two or more customers jointly own an account or obtain a service, the request not to share information or limit marketing will apply only to the customer making the request unless otherwise directed by you. Please note that this does not prohibit the companies within the Harris family of companies with whom you have established a business relationship from marketing their products and services to you unless you have requested that your name, address, email address and phone number be excluded from marketing lists. The Harris Family of Companies means your Harris bank and all other banks and non-bank companies affiliated with the bank by common ownership or control.

#### ***E. Special Agreements by Corporations, Partnerships, Sole Proprietors and Other Business Entities***

**1. Corporation, Unincorporated Association and Limited Liability Company Accounts.** If you are a corporation, unincorporated association or limited liability company ("*company*"), you agree that the account is payable only to or on the order of the corporation, association or company, as applicable, and not to any individual director, shareholder or member thereof (except as they may be a payee on a check or other item drawn on the account). You further represent and agree that the corporation, association or company has taken all action necessary to open and maintain banking accounts with us and that any resolutions and designations of authorized representatives filed with us in connection with the account are true, accurate, complete, and will be kept up to date. For any transaction involving the account, we may act upon the instructions of the persons authorized pursuant to the resolutions to act on behalf of the corporation, association or company. You agree to notify us in advance of any change in your form of ownership.

**2. Partnership Accounts.** If you are a partnership, including a limited partnership or joint venture, you agree that the account is payable only to or on the order of the partnership, and not to any individual partner, except as the partner may be a payee on a check or other Item drawn on the account. You further represent and agree that the partnership has taken all action necessary to open and maintain banking accounts with us and that any certificates, resolutions and designations of authorized representatives filed with us in connection with the account are true, accurate, complete, and will be kept up to date. On any transaction involving the account, we may act upon the instructions of the person(s) authorized to act on behalf of the partnership. You agree to notify us in advance of any change in your form of ownership.

**3. Sole Proprietorship Accounts.** If you are a sole proprietor, you agree that upon your death, your estate shall release and indemnify us for any payment made at the direction of an authorized signer on your account, provided that we have not received actual notice of your death. If you are doing business under an assumed name, you represent and agree that you have properly filed all assumed name certificates or other documents required by the laws of your state. You agree to notify us in advance of any change in your form of ownership.

#### ***F. Business Account Definitions***

**Ledger Balance.** The balance in your account that consists of all deposits, plus interest credited to the account, *minus* all withdrawals and other debits to the account at the close of the Business Day.

**Collected Balance.** The balance in your account at the close of the Business Day, consisting of cash, wire transfers and electronic deposits, plus those non-cash Items on deposit for which you have received credit, and interest credited to the account, minus all withdrawals and other debits to the account.

**Average Collected Balance.** The balance calculated by adding the Collected Balance in the account for each day of the period (monthly or other applicable period) and dividing that figure by the total number of days in that period. The Average Collected Balance for the period may be a negative number if we permitted you to overdraw the Collected Balance on any day(s). For accounts which are not subject to Earnings Credit (which is sometimes referred to as Account Analysis), the Average Collected Balance may be calculated based on the number of days the account was open during the relevant period. The Average Collected Balance is also referred to as Average Daily Balance.

**Earnings Credit.** A business checking feature that allows you to earn credit on the Average Collected Balance on non-interest-bearing checking accounts. This credit is then used to offset maintenance fees and transaction fees on qualifying related checking accounts for the monthly or other applicable period. Earnings Credit is based on the Balance Available for Services (which is the positive Average Collected Balance adjusted by the Federal Reserve Factor), multiplied by the applicable Earnings Credit Rate. The Earnings Credit Rate is subject to change at the discretion of Harris without notice. The Federal Reserve Factor is a percentage of the Average Collected Balance. It is subject to change at the discretion of Harris without notice.

**Negative Collected Fee.** When the Average Collected Balance of a Business Checking Account is negative for any monthly or other applicable period, this fee will be calculated by applying the applicable daily rate (currently the Harris prime rate plus three [3] percent divided by 365 days) to the Average Collected Balance and multiplying by the number of days in such period. This rate is subject to change at the discretion of Harris without notice.

## **VI. Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts**

This Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts contains important information for Harris' consumer customers (not businesses), who use these services, including electronic deposits and withdrawals, and Harris ATM and Harris Debit Cards (each is referred to as a "Card "). These services are provided only for customers who qualify and who have specifically arranged for these services. These services may not apply to business accounts.

This Agreement covers your and our rights and responsibilities in connection with these services and the resulting transactions. You are the only authorized user of your Card and your secret Personal Identification Number ("PIN "). You agree not to give anyone else your Card or your secret PIN. The secret PIN is provided for your protection and identification. You should not reveal your PIN to anyone or keep it written on or with your Card. You also agree to notify us promptly of any loss or theft of the Card or PIN.

If you have not conducted a Card transaction for twelve months, we may cancel the Card or not reissue it. You may, however, call us to request a new Card.

Wire Transfers are covered by Section IV-D of this Agreement. Terms and conditions for Cards issued on business accounts are set forth in the Harris Business Card Agreement in Section VII.

### **A. Services Offered**

**1. Electronic Deposits/Withdrawals.** If you provide authorization to accept deposits or honor withdrawals electronically, we will provide such services.

a) Preauthorized Deposits (Credits) – You can arrange with the payor to have certain recurring payments (for example, Social Security payments or payroll payments) automatically deposited to your designated Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) or your Savings Account (including Harris Money Market Savings). All credits to your account for funds transfers are provisional until we receive final settlement for the funds. If we do not receive such final settlement, we are entitled to a refund of the amount credited to your account for that transfer.

b) Preauthorized Withdrawals (Debits) – You can arrange to have certain one-time withdrawals (for example, to pay a merchant) or recurring withdrawals (for example, regular monthly insurance premium payments) automatically paid from your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) or your Statement Savings Account (including Harris Money Market Savings), subject to applicable transaction limits. If you wish to terminate recurring electronic withdrawals, you must notify the payee. Stop payment procedures are explained in section G.

**2. Automated Teller Machine ("ATM ") Transactions.** If you obtain a Card from us, you may use your Card to withdraw cash, transfer funds, or perform a balance inquiry on your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) or your Statement Savings Account (including Harris Money Market Savings) through participating networks.

Harris participates in the following ATM networks for PIN transactions: NYCE<sup>®1</sup>, Maestro<sup>®2</sup>, Cirrus<sup>®2</sup>, MasterCard<sup>®2</sup>, PLUS<sup>®3</sup>, and PRESTO!<sup>4</sup> (located in Publix Supermarkets in Florida). In addition, your Card may

be used at Harris and Harris-branded ATMs and Bank of Montreal (BMO) –branded ATMs with no Harris charge.

You may make deposits at Harris ATMs which accept deposits. Deposits may not be made at Non-Harris ATMs.

All transactions initiated through any ATM are subject to verification, and are subject to the time necessary to process them. Transactions made after 6:00 p.m., Central Time (C.T.), on any Business Day or on a non-Business Day may not be processed by us until the following Business Day. Deposits are subject to our Funds Availability Policy for Deposit Accounts.

**3. Point-of-Sale (POS) Transactions.** You may use your Card at participating merchant locations to pay for purchases with funds in your Checking Account, subject to applicable transaction limits.

Harris participates in the following POS networks for PIN and non-PIN transactions: MasterCard®, Maestro®, Cirrus®, NYCE®, and PLUS®.

Purchases attempted with your Card against Savings Accounts are prohibited and will be declined. The amount of your purchase will be deducted directly from your designated account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your account at the time the Card is used, even if the transaction is not posted immediately to your account.

**4. Foreign Transactions.** For an ATM or POS transaction at a non-U.S. location in a currency other than U.S. dollars, the governing ATM or POS network will convert the local currency transaction amount into a U.S. dollar amount using its then current currency conversion procedures. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either (i) a government-mandated rate or (ii) the wholesale rate in effect in accordance with their procedures increased by three (3) percent. The currency conversion rate in effect on the conversion date may differ from the rate in effect on the transaction date.

**5. Cash Advances at Participating Financial Institutions.** If you have our Card bearing the MasterCard® logo, you can obtain cash advances at any financial institution participating in the MasterCard® system, and at a limited number of merchants that are permitted to perform cash advances. These cash advances are withdrawals from your Checking Account (including your Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts), and are covered by the same daily limit that applies to ATM withdrawals.

**6. Automated Transfers by Harris Telephone Banking® or Harris Online Banking®.** You may make automated transfers by Harris Telephone Banking or Harris Online Banking services between your qualifying deposit accounts with us. Qualifying types of deposit accounts generally include your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) and your Savings Account (including Harris Money Market Savings). This service requires a PIN which you select. Transfers made after 8:00 p.m. C.T. on any Business Day or on a non-Business Day may not be processed until the following Business Day.

**7. Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic withdrawal from your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) using information from your check to:

- a) Pay for purchases.
- b) Pay bills.

**B. Limitation on Frequency or Dollar Amounts of Transactions**

Your use of the Card for withdrawals, purchases and cash advances is subject to the following daily limits unless you have been specifically advised that different limits are applicable to your account or Card:

<b>Card Type</b>	<b>Cash at ATMs</b>	<b>Purchases</b>
Harris Debit MasterCard®	\$500	\$2,500
Harris Gold Debit MasterCard®	\$1,000	\$5,000
Harris Gold Debit MasterCard® – Platinum Plus Option	\$2,500	\$10,000
Harris Basic Banking Card (Card without MasterCard® logo)	\$500	\$1,000
Harris Banking Card for Savers	\$300	Not Available
Harris Debit MasterCard® Harris Fresh Start Checking <sup>SM</sup>	\$200	\$400

Daily withdrawal and purchase limits refresh as of 12 a.m. (midnight) C.T. We are not required to honor a withdrawal or transfer from your account if you have insufficient available funds to cover the transfer. We may refuse to offer any electronic funds transfer service or cancel such services at our discretion. For security reasons, there may be limits on the number of transfers you can make using your Card at ATM and POS locations. Federal regulation allows a combined maximum of six (6) preauthorized transfers from a Harris Money Market Checking Account or a Statement Savings Account (including a Harris Money Market Savings Account) each monthly statement period or cycle, including transfers by Harris Telephone Banking® or Harris Online Banking® services. No more than three such transfers per monthly statement period or cycle may be by check or POS purchase transaction. For Savings Accounts, transactions that exceed the limitations will not be permitted. Debit transactions at POS terminals with a Card are not permitted for Savings Accounts and will be declined.

**C. Service Fees**

Electronic funds transfers may be subject to a service fee. Our Harris service fees currently in effect are disclosed in the *Services Guide*. When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). We will provide you prior notice of any increase in Harris service fees (see Section IV–M). Please note that these non-Harris fees are outside our control and may be changed at any time. You authorize us to deduct any service fees directly from your account.

**D. Documentation of Transactions**

**1. ATM and POS Transaction Receipts.** You will get a receipt each time you use your Card to make a transaction (except for balance inquiries) at an ATM or POS terminal, unless the terminal is not working properly or you elect not to receive a receipt. You will also get a receipt each time you use your Card to obtain a cash advance at a financial institution participating in the MasterCard® system.

**2. Confirmation of Preauthorized Deposits (Credits).** If you have arranged to have electronic deposits made to your account from the same payer at least once every 60 days (for example, if you are having your Social Security payments directly deposited to your account), you

can call us at 1-888-340-2265 to find out if your deposit has been made. These electronic deposits will also appear on the periodic statements for the account. We shall not be required to provide any other written notice to you concerning the receipt of such payments.

**3. Periodic Statements.** You will get a statement for any month in which you have an electronic funds transaction described above affecting your account.

**4. Passbook Savings Accounts.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

**5. Notice of Varying Payment Amounts.** If your recurring electronic payments may vary in amount, the person or company you are going to pay should tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice from the person you are paying only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

#### ***E. Disclosure of Account Information***

We may disclose information to third parties about you, your account, or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission; or (v) as described in the *Harris Privacy Policy*.

#### ***F. Our Liability for Failure to Make Transfers***

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, (1) if through no fault of ours, you do not have enough available funds in your account to make the transfer; (2) if the transfer would go over the credit limit on your overdraft line of credit; (3) if the ATM where you are making the transfer does not have enough cash; (4) if the ATM, POS terminal or system was not working properly and you knew about the breakdown when you started the transaction; (5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; (6) if any merchant or financial institution refuses to honor your Card; (7) if a transfer is not completed due to communications or systems failure; or (8) if access to the account is restricted due to its involvement in legal proceedings or by other claims or actions. Except for your rights and our responsibilities actually stated in this Electronic Funds Transfer Agreement, and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, injury, or damage resulting from the use of your Card, any ATM or POS terminal, or other electronic funds transfer services, and you waive all such claims.

#### ***G. Stop Payments***

**1. Rights and Procedures for Stop Payments.** If you have authorized recurring electronic payments out of your account (for example, to pay insurance premiums), you can stop any of these payments. Here's how:

- a) If you have authorized some company other than Harris to initiate the payments out of your account, you should notify that company and tell them you are revoking their authority to take payments out of your account.
- b) In addition, you should call us at 1-888-340-2265 or write us at Harris, Attn.: Support, P.O. Box 94033, Palatine, IL 60094-4033 in time for us to receive your request three (3) Business Days or more

before the payment is scheduled to be made. If you call, we may require you to put your request in writing. We must receive the written request within fourteen (14) days. Please note that we will charge a stop payment fee for any debit we receive and process as disclosed in the *Services Guide*.

**2. Liability for Failure to Stop Payment.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your unrecoverable losses or damages.

#### ***H. Business Days***

Our Business Days are Monday through Friday; federal holidays are not included.

#### ***I. How to Notify Us in the Event of an Unauthorized Transaction; Your Liability for Unauthorized Transactions***

Tell us AT ONCE if you believe there has been an unauthorized transaction on your account or that your Card or PIN has been lost or stolen. Telephoning is the best way of minimizing your losses. For ATM, POS and ACH transactions, call us at 1-888-340-2265; or write to us at Harris, P.O. Box 94019, Palatine, IL 60094-4019. You could lose all the money in your account – plus any amount available under your overdraft line of credit, if you have that service.

If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission. However, you could lose as much as \$500 if:

- You do not tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN; and
- We can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us.

Also, if your statement shows transactions that you did not make, tell us at once. Upon our request, you agree to complete and return to us promptly an affidavit declaring that the transaction was not authorized. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

#### ***J. In Case of Errors or Questions about Your Electronic Transfers and Card Transactions***

Call us at 1-888-340-2265 for errors involving Card transactions and Electronic Transfers or write to us at Harris, P.O. Box 94019, Palatine, IL 60094-4019, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

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

If you tell us orally, we require that you also send us your complaint or question in writing within ten (10) Business Days. If you are claiming that a transaction was unauthorized, you agree to cooperate with

us in our investigation and give us a copy of any police report and an affidavit covering all reasonably related facts and circumstances.

We will determine whether an error occurred within ten (10)\* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45\* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10)\* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation, and debit your account for any amount that was provisionally recredited. You may ask us for copies of the documents we used in our investigation.

\* These time periods may be extended as follows. The applicable time is 20 Business Days in place of ten (10) Business Days for new accounts if the notice of error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either [1] was initiated outside the U.S., [2] resulted from a Point-of-Sale transaction, or [3] occurred within the first 30 days your account is open.

#### ***K. Amendments***

We may amend this Disclosure and Agreement at any time by giving you written notice of the change. If any amendment results in greater cost or liability to you or decreases access to your accounts, we will give you at least 21 days' notice by sending a copy of such amendment to you at your address as shown in our records or send electronically if we have agreed upon this method. Amendments shall be effective unless, before the effective date of the amendment, you return your Cards to us, together with written notice that you do not accept the amendment.

#### ***L. Termination; Miscellaneous***

We may terminate or limit the electronic funds transfer services we offer to you under this Agreement, including revocation of the Card at any time. The Card and the PIN are our property and you agree to return them to us upon demand. The rules, regulations, and agreements that govern your deposit accounts apply to all transactions initiated with the Card, and to all other electronic funds transfers affecting those accounts (except for wire transfers which are subject to Section IV-D).

## VII. Harris Business Card Agreement

This Agreement governs the use of Business ATM Cards and Business Debit Cards (each is referred to as a "Card") issued to you (sometimes referred to as the "Company") by Harris for use by your officers, employees, agents, and other representatives in connection with your pre-selected Harris checking or savings account(s). By applying for any Business Card, or by allowing use of any such Card, the Company agrees to be bound by this Agreement as amended from time to time. All ATM, point-of-sale ("POS") and Card transactions are also subject to Applicable Laws, regulations, and rules, as well as other agreements governing your Harris deposit accounts.

### A. Types of Cards Offered

We offer the following three types of Cards to our business customers, as described in more detail below:

- *Harris Debit MasterCard® for Business* is a business debit card with ATM, POS, and cash advance capabilities;
- *Harris Banking Card for Business* is a business ATM card which provides ATM and POS capabilities; and
- *Harris Business Banking Card for Deposits* is a business ATM deposit card useable only for deposits at Harris ATMs which accept deposits.

The Cards and Personal Identification Numbers (PIN) are provided solely for use by the Company's authorized representatives for business purposes (and not for personal, family, or household purposes), and the Company agrees to instruct each authorized Card holder to: (a) sign the Card promptly following receipt; (b) safely keep the Card and PIN separate and in the sole possession of the authorized user; (c) not disclose the PIN, record it on the Card or otherwise make it available to anyone else; (d) use the Card, PIN, and ATM or POS terminals only for business purposes, and only as instructed and authorized by the Company and/or Harris from time to time; (e) save all receipts and have them verified against the Company's monthly account statement; (f) report all crimes immediately to the operator of the ATM or local law enforcement official; and (g) immediately report to the Company and Harris any loss, theft, disappearance or known or suspected unauthorized use of any Card or PIN.

### B. Services Offered

**1. Automated Teller Machine ("ATM") Transactions.** If you obtain a Card from us, you may use your Card to withdraw cash, transfer funds, or perform a balance inquiry on your designated Checking Account or your Savings Account (including Harris Money Market Savings) through participating networks.

Harris participates in the following ATM networks for PIN transactions: NYCE<sup>®1</sup>, Maestro<sup>®2</sup>, Cirrus<sup>®2</sup>, MasterCard<sup>®2</sup>, PLUS<sup>®3</sup>, and PRESTO!<sup>4</sup> (located in Publix Supermarkets in Florida). In addition, your Card may be used at Harris and Harris-branded ATMs and Bank of Montreal (BMO) –branded ATMs with no Harris charge.

You may make deposits at Harris ATMs which accept deposits. Deposits may not be made at Non-Harris ATMs.

Transactions made after 6:00 p.m., Central Time (C.T.), on any Business Day or on a non-Business Day may not be processed by us until the following Business Day.

**2. Point-of-Sale (POS) Transactions.** You may use your Card at participating merchant locations to pay for purchases with funds in your designated Checking Account, subject to applicable transaction limits.

Harris participates in the following POS networks for PIN and non-PIN transactions: MasterCard®, Maestro®, Cirrus®, NYCE®, and PLUS®.

Purchases attempted with your Card against Savings Accounts are prohibited and will be declined. The amount of your purchase will be deducted directly from your designated account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your account at the time the Card is used, even if the transaction is not posted immediately to your account.

**3. Cash Advances at Participating Financial Institutions.** If you have our Card bearing the MasterCard® logo, you can obtain cash advances at any financial institution participating in the MasterCard® system, and at a limited number of merchants that are permitted to perform cash advances. These cash advances are withdrawals from your designated Checking Account and are covered by the same daily limit that applies to ATM withdrawals.

**C. Limitations on Services**

Some of these services may not be available at all ATM or POS terminals. We reserve the right to restrict or to revoke use of the Cards for one or more types of transactions. We also reserve the right to suspend or not reissue any Card which is not used for twelve (12) successive months. The Card and PIN shall remain our property, may be canceled at any time without notice, and must be surrendered or destroyed upon request. We may terminate some or all of these Card services at any time. At our discretion, we may not authorize subsequent Card transactions or pay Items drawn on your checking account(s) due to outstanding Card transactions which have not been posted to your account(s). We may allow, at our discretion, withdrawal transactions which exceed your available account balance or available line of credit. If there is a negative balance in your account, you agree to pay the overdraft and any overdraft charges. We may restrict the number of Cards we issue for any account. Eligibility for the Cards may be limited.

**D. Limitation on Frequency or Dollar Amounts of Transactions**

We reserve the right to limit the amount and/or frequency of Card transactions, and we may change those limits and impose other limits or restrictions on use of the Card. Use of the Card is subject to the following daily limits unless the Company has been advised in writing by the Bank that different limits are applicable to the account(s) or Card(s):

<b>Card Type</b>	<b>Cash Withdrawals (including cash advances)</b>	<b>Purchases</b>
Debit MasterCard®	\$500	\$5,000
Banking Card	\$500	\$1,000
Banking Card for Deposits	\$0	\$0

Daily withdrawals and purchase limits refresh as of 12:00 a.m. (midnight) C.T. We are not required to honor a withdrawal from your account if you have insufficient available funds to cover the withdrawal. For security reasons, there may be limits on the number of withdrawals or other Card transactions which can be made using your Card at ATM and merchant locations.

### ***E. Special Provisions Regarding Deposits***

The following types of checks should not be deposited at an ATM (consult your Harris banker concerning proper handling): (i) Checks which raise any question regarding endorsements, such as missing or second endorsements, restrictive or conditional endorsements, (ii) checks drawn on a bank outside the U.S., or payable in a foreign currency and (iii) checks which are postdated, stale-dated, or have any missing or altered information. Each deposit shall be contained in an envelope approved for use in an ATM and shall include no more than six items endorsed for deposit, and shall not exceed \$99,999.99. Two or more separate deposits may be made at an ATM to accommodate more items or a larger dollar amount. All deposits made through an ATM are subject to actual receipt and verification as to amount. You agree that the records of Harris reflecting transactions initiated through the use of the Card shall be presumed correct. Deposits are subject to our Funds Availability Policy for Deposit Accounts.

### ***F. Service Fees***

Cards and Card transactions are subject to service fees. Harris' service fees currently in effect are disclosed in the *Services Guide*. When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Harris' service fees are subject to change at any time. You authorize us to deduct any service fees directly from your account(s).

### ***G. Documentation of Transactions***

A Cardholder will get a receipt each time a Card is used to make a transaction at an ATM or POS terminal (except for balance inquiries at some terminals), unless the terminal is not working properly or the Cardholder elects not to receive a receipt. The Cardholder will also get a receipt each time a Card is used to obtain a cash advance at a financial institution participating in the MasterCard® system.

### ***H. Foreign Transactions***

For an ATM or POS transaction at a non-U.S. location in a currency other than U.S. dollars, the governing ATM or POS network will convert the local currency transaction amount into a U.S. dollar amount using its then current currency conversion procedures. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either (i) a government-mandated rate or (ii) the wholesale rate in effect in accordance with their procedures, increased by three (3) percent. The currency conversion rate in effect on the conversion date may differ from the rate in effect on the transaction date.

### ***I. Company Liability; Representations***

You authorize us without further inquiry to credit or charge your account(s) for all deposits, withdrawals, purchases and transfers, if applicable, initiated through use of any of your Cards, and you agree that the Company shall be liable for all Card transactions initiated with a correct PIN or a signature which reasonably resembles the signature of the Cardholder appearing on the Card. You also authorize us to charge your account(s) for the amount of any check or other instrument for which cash or credit is given in any Card transaction if that item is dishonored, charged back or otherwise returned to us unpaid. Each time a Card is used for a POS or cash advance transaction, the amount of the transfer is considered a withdrawal from your account, even if the transaction is not posted immediately to your account. The Company represents and warrants that (i) this Agreement has been authorized by all necessary corporate and governmental action and does not violate the Company's charter or bylaws (or corresponding

documents if the Company is not a corporation), (ii) the individuals designated by the Company from time to time to select Cardholders and related Company deposit accounts have been properly authorized, and (iii) the individuals designated as Cardholders by the Company are properly authorized to use all of the services and engage in all of the types of transactions which are available for the type or types of Cards requested by the Company's authorized representatives.

#### ***J. Unauthorized Transactions, Errors, and Questions***

Call us at 1-888-340-2265, option 3 or write to us at Harris, P.O. Box 94019, Palatine, IL 60094-4019, as soon as you can (i) for errors involving Card transactions, or (ii) if you believe any of your Cards or PINs has been lost or stolen, or (iii) if you think your statement or receipt is wrong, or (iv) if you need more information about a transaction reported on a statement or receipt. In case of errors or questionable Card transactions, we must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

1. Tell us the Company and Cardholder names, account number, and Card number.
2. Describe the error or the transaction and the date of the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we require that you also send us your complaint or question in writing within ten (10) Business Days.

If you are claiming that a Card transaction was unauthorized, you agree to cooperate with us in our investigation and give us a copy of any police report and an affidavit covering all reasonably related facts and circumstances.

#### ***K. Bank Liability***

Our liability to you or any user of a Card for any loss or damage arising from or related to any Card transaction, regardless of the form of the action, shall be limited to direct losses caused by our gross negligence or willful misconduct. In no event shall we be liable for indirect, special, punitive, or consequential damages, or for any damages caused by any failure or delay in carrying out any of our obligations under this Agreement if such failure or delay results from our acting in accordance with Applicable Laws, regulations or rules or from acts of God, strike or stoppage of labor, power failure, equipment failure, adverse weather conditions or any other cause beyond our control. We shall have no responsibility and shall incur no liability for any act or failure to act by any merchant, other financial institution or any other third party.

#### ***L. Amendments***

We may amend this Agreement at any time upon written notice to the Company. If the change will be adverse to the Company, we will give 15 days prior written notice of the change. Amendments shall be effective unless, before the effective date of the amendment, you return all of the Cards to us, together with written notice that you do not accept the amendment.

#### ***M. Termination; Governing Law***

Either Harris or the Company may terminate this Agreement and revoke the Cards at any time, and for Cards canceled or terminated other than for inactive or dormant status, we will give written notice of termination. Such notice by Harris shall be effective when sent or otherwise delivered to the Company; and such notice by the Company shall be effective when received by Harris (at the address shown in

Section VII-J above) and we have had sufficient time to act upon such notice. No such termination shall affect any liability of the Company to Harris with respect to transactions initiated through the use of the Cards prior to the effective date of termination, or transactions accepted by Harris in good faith after the effective date of termination. Upon any termination, the Cards shall be returned to Harris. This Agreement shall be governed to the greatest extent allowed by law by applicable federal laws and regulations and the laws of the State of Illinois. To the extent not allowed by applicable federal and Illinois law, the law of the State where your account is maintained will govern. These laws and regulations constitute the "Applicable Law" of this Agreement. The invalidity of any provision of this Agreement shall not affect other provisions. This Agreement shall be binding on your legal representatives, successors and assigns.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS AS A CONSUMER**

### **Important Information about Your Personal Checking Account**

#### ***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 law with respect to those transactions.

#### ***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, bounced check fees).

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 ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive 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.

#### ***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 contact us at:

Harris  
Attn: NSDD Chicagoland Banking  
P.O. Box 5731  
Carol Stream, IL 60197  
1-888-340-2265

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. If you submit your claim orally, we will require you to submit the claim in writing within ten (10) Business Days.

**Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

## FUNDS AVAILABILITY POLICY FOR DEPOSIT ACCOUNTS

**Our general policy for Checking Accounts (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) is to make the funds from your cash, wire transfers and electronic direct deposits available to you on the Business Day we receive the deposit, and to make check deposits available to you on the first Business Day or second Business Day after we receive your deposit.** The length of delay varies depending on the type and method of deposit, and is explained below. Once the funds are available, you can withdraw them in cash and we will use them to pay checks you have written.

### Determining Availability

For determining availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit at a Harris branch after 5:00 p.m. Central Time (C.T.) in Illinois, after 2:30 p.m. Eastern Time (E.T.) in Indiana\*, after 2:00 p.m. C.T. in Wisconsin\*, or on a day which is not one of our Business Days, it will be considered deposited to your account as of the next Business Day.

*\*The close of the Business Day may vary by location. Check your local branch for exact times.*

### Same Day Availability

Funds for the following types of deposits will be available for use on the Business Day we receive the deposit:

- Cash
- Federal Reserve Bank wire transfers
- Preauthorized electronic credits
- Checks drawn on any Harris bank in Illinois, Indiana or Wisconsin and deposited into Personal Accounts

### Next Day Availability

Funds from the following deposits are available on the next Business Day after the day of deposit:

- U.S. Treasury checks made payable to you
- Checks drawn on any Harris bank in Illinois, Indiana or Wisconsin and deposited into Business Accounts
- The first \$100 of nonlocal checks from today's total deposit

If you make a deposit in person through one of our employees, funds from the following deposits are also available on the next Business Day after the day of your deposit, *provided* such checks are made payable to you:

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders
- State of Illinois, Indiana, or Wisconsin and local government checks by a governmental unit located within the State of Illinois, Indiana, or Wisconsin *provided* you use a special deposit slip available from a Harris teller on request
- Cashier's, certified and teller's checks *provided* you use a special deposit slip available from a Harris teller on request

If you do not make your deposit in person through one of our employees, funds from these deposits will be available no later than the second Business Day after the day of your deposit.

### Other Check Deposits

Funds from all other check deposits will be available depending on whether the check is a local or nonlocal check. To identify checks as local

or nonlocal, look at the first four digits of the nine-digit bank routing number normally located on the lower left-hand side of the check. Once you have determined the first four digits of the routing number, the chart below will tell you when the funds from the check will be available.

<b>First Four Digits from the Bank Routing Number</b>	<b>When Funds Are Available</b>	<b>When Funds Are Available if a Deposit Is Made on Monday</b>
Local checks (see list below)	On the next Business Day after the day of your deposit	Tuesday
All other numbers (nonlocal)	\$100 on the first Business Day after the day of your deposit	Tuesday
	Remaining funds no later than the second Business Day after the day of your deposit	No later than Wednesday

For deposits at Illinois, Northwest Indiana and Wisconsin Branches

Local checks include the following numbers: 0710, 0711, 0712, 0719, 0750, 0759, 2710, 2711, 2712, 2719, 2750, 2759

For deposits at Indiana Branches (excluding Northwest Indiana)

Local checks include the following numbers: 0420, 0421, 0422, 0423, 0442, 0515, 0519, 0740, 0749, 0813, 0830, 0839, 0863, 2420, 2421, 2422, 2423, 2442, 2515, 2519, 2740, 2749, 2813, 2830, 2839, 2863

**Deposits Made at Automated Teller Machines**

Automated Teller Machine (ATM) deposits, at Harris ATMs which accept deposits, that are made after 6:00 p.m. C.T. (7:00 p.m. E.T.), or on a day which is not one of our Business Days, will be considered deposited to your account as of the next Business Day. Deposits made through a Harris ATM will be available for withdrawal the first Business Day after the day of your deposit. ATM transfers are always available immediately. Harris-owned or operated ATMs are easily identified by the stylized Harris Lion Logo (see sample on the cover of the *Handbook*).

**Longer Delays May Apply to Some Checking Account Deposits**

In some cases, we will not make all of the funds that you deposit by check available to you on the first or second Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth Business Day after the day of your deposit. The first \$100 of your deposits, however, will be available on the first Business Day. If we are not going to make all of the funds from your deposit available on the first or second Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the day after we receive your deposit. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: if we believe a check you

deposit will not be paid; if you deposit checks totaling more than \$5,000 on any one day; if you redeposit a check that was returned unpaid; if you have overdrawn your account repeatedly in the last six months; or if there is an emergency such as failure of communications or computer equipment, or severe weather.

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

### **Special Rules for New Checking Accounts**

If you are a new Checking Account customer (including Harris Interest Checking Account, and Harris Money Market and Sweep Checking Account), the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits (such as direct deposits of payroll or Social Security benefits) to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person through one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits may not be available until the ninth Business Day after the day of your deposit.

### **Cashing Checks**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds in any of your deposit accounts with us. Those funds will be available at the time funds from the check we cashed would have been available had you deposited it.

### **Funds Availability for Savings Accounts (including Harris Money Market Savings Accounts)**

Deposits to these accounts are generally available for withdrawal on the first or second Business Day after the day of your deposit. We reserve the right to further delay the ability to withdraw funds under special circumstances without notice to you.

If you have any questions regarding this policy, or about the availability of any deposit you make, please contact your Harris Banker or call us at 1-888-340-2265. For business accounts, you can contact our Business Banking Service Center at 1-888-489-2265.



For more details and information:

Call us at **1-888-340-BANK (2265)**

Representatives are available:

Monday – Friday from 7:00 a.m. to 10:00 p.m. C.T.

Saturday from 8:00 a.m. to 5:00 p.m. C.T.

Special assistance is available for businesses at:

**Business Banking Service Center**

**1-888-489-BANK (2265)**

Representatives are available:

Monday – Friday from 7:00 a.m. to 5:30 p.m. C.T.

All other times, voicemail is available.

Or visit us online at **[harrisbank.com](http://harrisbank.com)**

<sup>1</sup> NYCE® is the registered trademark of NYCE Corporation, a Metavante Company.

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