

BANK LEUMI ELECTRONIC BANKING AND COMMUNICATIONS

POLICY AND AGREEMENT

This Policy and Agreement governs your ability to (i) provide account instructions and communications to us electronically, and (ii) to undertake banking transactions electronically. By using these services, you agree to these terms and conditions, as well as the terms and conditions contained in our Account Agreement and Privacy Notice.

Transaction Instructions Transmitted by Telephone, Facsimile or Email

You may transact business with us by telephone, facsimile or email (subject to certain limitations), or through Leumi Online.

External Funds Transfer Requests: Payment Orders

The UCC includes provisions relating to funds transfers. These provisions define the following terms: Funds Transfer, Payment Order and Beneficiary. These terms are used here as they are defined in Article 4A of the UCC - Funds Transfers as adopted by the State of New York. In general, a Funds Transfer is the process of carrying out Payment Orders that lead to paying a Beneficiary. The Payment Order is the set of instructions given to us to transfer funds. The Beneficiary is the person or business who receives the payment.

We encourage customers to submit requests for Funds Transfers through Leumi Online.

We will only accept an Electronic Instruction containing a Payment Order on an accommodation basis. We may honor your Electronic Instruction containing a Payment Order on a case by case basis. An Electronic Instruction containing a Payment Order must be sent only to the fax number or email address, with the format `õx@leumiusa.comö`, designated by the Bank for that purpose.

An Electronic Instruction containing a Payment Order will only be accepted if it contains:

- (a) a signed Money Transfer Request form; or
- (b) a signed document setting forth the following:
 - (1) type of transaction;
 - (2) title of Bank Leumi USA account;
 - (3) number of Bank Leumi USA account;
 - (4) amount to be transferred;
 - (5) date transfer is to occur;
 - (6) name of beneficiary's account;

(7) beneficiary's account number;

(8) beneficiary's bank;

(9) beneficiary's bank's (i) ABA number for domestic funds transfers or (ii) SWIFT Bank Identifier Code (öBICö) for international funds transfers; and

(10) it is signed by an Authorized Signer for the account..

The Bank reserves the right to verify the authenticity of an Electronic Instruction containing a Payment Order through callback to the phone number of an Authorized Signer on file with us. In addition to confirming the transaction, the Bank may also ask for: (i) further information regarding the transaction, (ii) other verifying information or (iii) additional signature(s) or confirmation of the transaction from the Authorized Signer(s). If we are not able to verify such authenticity to our satisfaction, then we may reject or return the transaction or payment order without consequence or liability. In its discretion, the Bank may decline to act upon an Electronic Instruction containing a Payment Order for any reason, including inability to complete the callback verification procedure described above or if the Payment Order does not appear to originate from an email address or phone number on file with us.

Once a payment or transaction order has been credited to a beneficiary, such order shall be deemed final.

You expressly agree that you will indemnify and hold the Bank harmless against claims and expenses (including reasonable attorney costs) arising out of execution of an Electronic Instruction containing a Payment Order, irrespective of its source.

Other Transaction Instructions

We extend to you the accommodation of making service requests and providing transaction instructions by telephone, facsimile or email regarding your Deposit Account(s), Investment Account, Foreign Exchange Account, and pursuant to the terms of the Discretionary Advance Agreement, advances of funds against Financial Assets. Such transactions may be requested by any Authorized Signer on your account but only to the extent of the authority of such person (the öInitiatorö) to act in respect of the requested transaction. We may, at our discretion, accept or reject any request, whether received orally, in writing, or through Electronic Instruction. An Electronic Instruction must contain an original signature and shall be as binding on you as an original thereof. We will confirm all Electronic Instructions with you via telephone. We will not take on any action upon an Electronic Instruction without such a confirmation. In all cases, only the execution of any instruction requested via telephone or Electronic Instruction constitutes its acceptance. We will not be liable for any action taken or omitted in accordance with instructions received via telephone or Electronic Instruction, including any action taken or omitted in reliance upon the forged signature of, or the oral instructions of anyone impersonating, you or an authorized Initiator. Our representative to whom you provide your telephone instructions will contemporaneously make a written record thereof. That written record will be considered to reflect accurately your telephone instructions unless you are able to establish by clear and convincing evidence that the written record is manifestly erroneous. You agree to consent to the recording and/or monitoring of any telephone conversations or electronic communications

between yourself or the Bank or any of the Bank's employees or agents with respect to any transactions. You acknowledge that the Bank may determine not to make or keep any of such recordings and that such determination shall not in any way affect any of the party's rights. You agree to hold the Bank harmless against claims and expenses (including our reasonable attorney costs) arising out of telephone requests (orally or through facsimile transmission).

Electronic Banking

General

This section describes a variety of electronic banking services offered by us, including transactions you may conduct using your Bank Leumi USA Debit Card, through Leumi Online or Leumi Mobile, including:

- ATM Cash Withdrawals
- Direct Deposits
- Debit Card Point-of-Sale (POS) Transactions
- Bill Payment Service
- Electronic Check Conversion
- Funds Transfers

Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account. Some network ATM operators may impose lower limits on cash withdrawals.

Leumi Online and Leumi Mobile allow you to access your bank accounts from anywhere there is access to the Internet. The following is a sample of the services and features that may be available via Leumi Online and Leumi Mobile:

- Obtain up-to-the-minute summaries of all your accounts, set up and customized by you
- Monitor all your Deposit Accounts and loan accounts
- Access the My Leumi portal through which you can obtain a 360 degree view of other assets and liabilities including your Foreign Exchange Account, Investment Account and your accounts at Leumi Investment Services Inc. and Leumi Advisor (through Leumi Online only - not available through Leumi Mobile)
- Pay bills, transfer funds between linked accounts and view account histories
- Handle domestic and international wire transfers on a one-time or recurring basis
- View information about incoming wire transfers
- Access Leumi Treasury Solutions (for customers of Bank Leumi USA's Commercial Banking Division)

Please speak with your relationship manager to enroll in Leumi Online or Leumi Mobile. When you log into Leumi Online for the first time, you will be presented with the Online Banking Services Agreement and additional disclosures related to the service. You must click to accept these terms as a condition for using the service. When you log into Leumi Mobile for the first

time, you will be presented with the Mobile Banking Terms and Conditions. You must accept these terms as a condition of using the service.

Leumi Online Default Services

Once you enroll in our Leumi Online service, you will have access to our Information Reporting, Bill Payment, Internal Account Transfers, Stop Payment and External Funds Transfer services. Limitations may apply to International Accounts.

You may enroll to receive documents electronically including disclosures, notices and electronic statements (e-Statements) that the Bank may need to provide to you. You may withdraw your consent to receive documents electronically by calling us at 1-800-892-5430, e-mailing us at: leumicms@leumiusa.com, by written correspondence delivered to us at Bank Leumi USA, Attn: Leumi Client Services, 579 Fifth Avenue, New York, NY 10017, or in person at a Branch. Any withdrawal of your consent will be effective only after we have had a reasonable period of time to process your withdrawal request.

We reserve the right to (1) monitor and/or record all communications and activity related to the Leumi Online website; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you).

Leumi Mobile Default Services

All of the electronic banking services described herein may not be available on Leumi Mobile, including, but not limited to viewing your account balances and activity, performing account to account transfers and bill payments, and approving transactions. To access all electronic banking services, sign in to Leumi Online from a personal computer. Other banking services, including our mobile deposit service, Leumi SmartCapture, may only be available on Leumi Mobile.

Limitations on Withdrawals and Right to Suspend or Discontinue Services

At any time we may change the withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain electronic banking services based upon security issues and other factors.

Termination of Electronic Banking Services

If you wish to terminate any electronic banking services or no longer wish to use your Bank Leumi USA Debit Card, call us or write us pursuant to the information provided on the back cover of this Manual.

There is a limit on the aggregate amount of purchase, payment, and other withdrawal transactions permitted each day using your Bank Leumi USA Debit Card.

Access Device

Your Bank Leumi USA Debit Card, your Personal Identification Number (PIN), your token and your Leumi Online and Leumi Mobile ID and password are "Access Devices" as defined in this agreement and each individually is referred to as an Access Device.

You generally will receive a Bank Leumi USA Debit Card and other applicable Access Devices when you open your account. If you did not select your Personal Identification Number (PIN) at account opening, you will receive the PIN in a separate mailing. Your PIN is required for all Bank Leumi USA Debit Card transactions at ATM network machines or for PIN-based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time by calling 1-800-892-5430.

Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Bank Leumi USA Debit Cards.

We have the right to cancel your Bank Leumi USA Debit Card at any time. You may also cancel your Bank Leumi USA Debit Card at any time and for any reason. To do so, cut your card in half and notify us by calling Leumi Client Services, through Leumi Online or at a Branch. You agree to return the Bank Leumi USA Debit Card to us upon request.

We may also issue a token for Leumi Online access. We, at all times, remain the owner of the token, and you shall be responsible for returning the issued token to us upon termination of access to the Leumi Online website. You are responsible for maintaining possession of the issued token, and preventing an unauthorized person from gaining access to such token and/or its related PIN. We will not be responsible if a token ceases to function, and therefore limits your access to the Leumi Online website. Tokens contain an expiration date. The Bank will issue a new token before the expiration date of a current token, unless you instruct otherwise, and reserve the right to charge a fee for such replacement. A token that ceases to function prior to the expiration date shall be replaced without cost, provided the non-functioning token is returned to us and contains no evidence of abuse.

YOU ARE SOLELY RESPONSIBLE FOR ALL CONSEQUENCES OF UNAUTHORIZED USE OF THE TOKEN, PIN, CUSTOMER ID AND PASSWORDS OR ANY OTHER ACCESS DEVICE INCLUDING LOSS OF FUNDS. WE RESERVE THE RIGHT, AT ANY TIME AND WITHOUT NOTICE, TO TERMINATE OR SUSPEND TOKEN FUNCTIONALITY, PIN, CUSTOMER ID OR PASSWORDS OR ANY OTHER ACCESS DEVICE.

Security Tips

We want you to be safe when you use any Access Device. You can help prevent unauthorized access to your accounts by following these simple steps:

- É Treat your Access Devices like cash. Do not leave them where others can find them. Do not give them to anyone to hold as "security" for any reason and do not use them to show another customer how an ATM works.

- É Keep your PIN and other codes used to access your accounts secret. Do not tell them to anyone. Do not write them on your Bank Leumi USA Debit Card or keep them in your wallet or purse.
- É Change your PIN periodically.
- É Be careful about surrendering information about your Access Device over the telephone;
- É Review your account statements regularly and let us know right away of any discrepancies.
- É Always be alert and aware of your surroundings when using ATMs.
- É Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.
- É Be sure to completely close the door behind you when you enter or leave an ATM lobby.
- É Never begin an ATM transaction if there is not enough light or you notice anything suspicious - go to a different location or come back at another time.
- É Do not permit any unknown person to enter the ATM lobby after regular banking hours.
- É If you notice anything suspicious: Always cancel a transaction-in-progress, end your session, place your Bank Leumi USA Debit Card in your pocket and leave the ATM location.
- É Never display cash at ATM locations. Place cash and your Bank Leumi USA Debit Card in your pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home or office.
- É Always take your ATM receipt with you when you leave - do not leave it near the ATM.
- É Be aware that many ATM machines record activity by a surveillance camera or cameras.

ATM and Debit Card POS Transactions Made Outside the U.S.

International Transaction Charge

We do not impose an international transaction charge or a foreign exchange fee for international ATM or POS transactions (foreign or U.S. currency) that you conduct outside the United States using your Bank Leumi USA Debit Card.

Currency Conversion Methods. Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction. Transactions processed by the Bank, Visa or the Bankø agent are converted into a U.S. dollar amount using the Bankø or its agentø procedures in effect at the time the transaction is processed. The currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by the Bank include ATM withdrawals made at many ATMs outside the United States. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Liability Limitations

If the Bank does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will not be liable (a) if you do not have enough money in your account to make the transfer; (b) if the automated teller machine where you are making the transfer does not have enough cash; (c) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; (d) if circumstances beyond the Bank's control (such as fire, flood or system inoperability) prevent the transfer, despite reasonable precautions taken; (e) there may be other exceptions stated in our agreement with you; (f) if other applicable terms occur as indicated in this Manual; or (g) any other circumstances deemed appropriated by us.

Types of Electronic Banking Transactions

1. ATM Cash Withdrawals

You can use your Bank Leumi USA Debit Card to:

- Withdraw cash from your accounts which are linked to your Debit Card (Card-Linked Accounts) at any ATM.
- Obtain balance information on Card-Linked Accounts at any ATM.
- Undertake Point of Sale transactions as discussed below.

Note: Not all functions are available at all ATMs.

Fees for Cash Withdrawals. We impose no fees for transactions conducted at an ATM or POS as outlined in this Section involving Bank Leumi USA checking accounts. However, other fees may be incurred for other type of accounts or transactions. Your use of Bank Leumi USA Debit Card may also incur a fee imposed by (a) the ATM operator when you withdraw cash from Card-Linked Accounts or obtain balance information on Card-Linked Accounts; (b) the point-of-sale terminal operator; (c) the seller and/or any network used to complete the ATM or POS transactions.

2. Direct Deposits

You may have funds sent to your checking, savings and money market accounts by Direct Deposit. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may contact Bank Leumi at the number listed on the back cover of your Account Agreement and Privacy Notice to find out whether or not the deposit has been made.

3. Point-of-Sale (POS) Transactions

You may use the Bank Leumi USA Debit Card with the PIN at any Automatic Teller Machine (ATM). At these ATMs you may withdraw cash from Card-Linked Accounts and obtain balance information on Card-Linked Accounts.

Through point-of-sale (POS) terminals at sellers displaying the PLUS, NYCE, or STAR logo, you may use your Bank Leumi USA Debit Card for purchases and, in the seller's discretion and within limits set by the seller, receive cash back as part of the purchase transaction. You may also use your Bank Leumi USA Debit Card for Internet, phone, and mail purchases; and, for sellers which accept them, automatic recurring payments

Use of your Bank Leumi USA Debit Card, the number on the card, the PIN, or any combination of them for purchases or payments, or to obtain cash, from sellers, financial institutions, ATMs, or others who accept VISA, is your authorization to debit the Card-Linked Account for the amount of the transaction, and, if you request a balance inquiry, to provide balance information.

Limitations. All POS transactions made with your Bank Leumi USA Debit Card are deducted from your linked primary checking account. You agree to only use your Bank Leumi USA Debit Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with your Bank Leumi USA Debit Card. These merchants include, but are not limited to, internet gambling sites. When you use your Bank Leumi USA Debit Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

4. Bill Payment Service

We offer a bill payment service for U.S. Private Banking and Commercial Banking customers, subject to additional terms that may apply. The bill payment service is not available to International Private Banking customers. You may access this service through Leumi Online after accepting the terms of service on the website. We may modify the transaction limits and fees from time to time.

- É When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one (1) year in advance and you can schedule a series of recurring payments.
- É If you want to cancel a scheduled bill payment, you must do so via Leumi Online until 8:00 PM Central Time on the scheduled payment date. Once the payment begins processing it cannot be cancelled online. A Leumi Client Services representative or your relationship banker will be able to assist you whether the bill payment was scheduled via Leumi Online or Leumi Mobile. If a bill payment is processed by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments processed electronically.

- É Your monthly account statement will include all bill payment transactions made through our bill payment service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at the address listed, or call us at the number listed, on the back cover of your Account Agreement and Privacy Notice.
- É A pre-authorized bill payment can be verified online or by calling Leumi Client Services. If you believe an unauthorized bill payment has been or might be made, you should call us.
- É If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary from the previous amount, it is the responsibility of that person or company to notify you of that fact. Please contact the payee and/or service provider, not the Bank, regarding varying payments.

We will not, in any manner, be responsible or liable for any bills not paid timely, incorrect amounts sent, or misdirected payments to unintended recipients. You agree to hold us harmless from all loss, cost, expenses, of any kind whatsoever, in connection with the Bill Payment service.

5. Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) pay for purchases; or
- (ii) pay bills.

6. Funds Transfers

Instructions for Funds Transfers from a consumer's personal account submitted by phone, facsimile or email (if the Bank has expressly agreed to accept such instruction) or initiated through Leumi Online are Electronic Fund Transfers (EFTs) governed by Regulation E, Subpart A of the Federal Reserve Board. In addition, funds transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are "Remittance Transfers" governed by Regulation E, Subpart B of the Federal Reserve Board. Your rights with respect to Remittance Transfers, including disclosure, error resolution and cancellation rights, will be explained to you contemporaneously with each Remittance Transfer transaction you initiate, either orally or in writing.

Funds transfers to your account or funded from your account or otherwise funded by you may involve one or more funds transfer systems. Accordingly, such transfers will also be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time. Funds transfers through Fedwire will also be governed by, and subject to, Regulation J, Subpart 8.

a. Remittance Transfers

The Bank may execute certain payment orders for you known as Remittance Transfers. A Remittance Transfer is a funds transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective as of the date set forth in the final rules implementing the Electronic Funds Transfer Act (EFTA), federal law may provide certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by section 919 of EFTA, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding anything to the contrary contained herein, rights and obligations that apply to Remittance Transfers are as set forth in EFTA and, as applicable, as set forth in New York law.

b. Internal Funds Transfers

Internal Funds Transfers: Funds Transfers between Your Linked Accounts at the Bank. Internal Funds Transfers (or "Internal Transfers") are transfers of funds between your linked accounts at the Bank. Internal Transfers may be set up as either a one-time transfer or as a recurring transfer and may be made from a linked Bank Leumi checking, savings or money market account to a linked checking, savings or money market account. Transfers from a deposit account shall be immediately reflected on the account's Available Balance. Transfers to a deposit account will be reflected same day if occurring prior to approximately 11:00 P.M. EST; otherwise they will be reflected on the next Business Day. Internal Transfers using Leumi Online between your eligible checking or money market account are subject to a limit per Business Day.

c. Inter Institution Transfers ("IITs")

IIT: Funds Transfers between Your Account at the Bank and Your Account at another Financial Institution. The IIT Service we offer enables you to request a transfer of funds through Leumi Online: (1) from your eligible account at Bank Leumi USA to a verified account you hold at another financial institution in the United States; or (2) from a verified account you hold at another financial institution in the United States to your eligible Bank Leumi USA account in the United States. The Bank generally uses the ACH Network to execute your Inter Institution Transfer requests, but other methods of transfer may also be used.

All requests must be made through Leumi Online and are subject to the terms of this Agreement and other agreements and applicable laws and regulations, in each case as in effect from time to time. Please note that per-transfer and aggregate limits apply to both incoming and outgoing transfers. In addition, minimum Available Balance requirements apply to both incoming and outgoing transfers.

d. External Funds Transfers

External Funds Transfers: Funds Transfers between Your Account at the Bank and an Account at another Financial Institution. External Funds Transfers (or "External Transfers")

are transfers of funds from your checking account at the Bank to an account owned by someone else that is maintained at another domestic or international financial institution. Commercial customers may transfer funds from their business checking account to an individual, vendor, or other commercial entity's account at another financial institution. You agree that prior to scheduling a transfer to a vendor or other commercial entity, you will have received authorization to make payment and/or transfer by electronic means.

External Transfers may be initiated at or through a Bank Leumi USA Branch, by submitting a Facsimile Transmitted Payment Order or an Email Scan Instruction or through Leumi Online and may be set up either on a one-time or recurring basis. The Bank may use any means, in its sole discretion, to execute External Transfers.

In addition to the information provided here, please refer to any other funds transfer terms and disclosures you may receive when you initiate such a request. For international funds transfers, you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international wire transfer, the provisions of such disclosures shall govern. For international funds transfer requests, you will be given information regarding the fees associated with that transfer on the disclosure you are provided at the time of the transfer request.

All External Transfers shall be subject to review by the Bank based upon transfer originator or recipient, the amount of the transaction, your relationship with the Bank, anti-money laundering, fraud and authentication screening, and any other factors mandated by the Bank, regulation or law. **PLEASE NOTE:** The transfer limits described in this Manual may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

e. EFT Initiated by Third Party

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payments may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments network. Such transactions will require you to provide the third party with your account number and bank information. This information can typically be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

f. Funds Transfer Agreement

The following terms apply to all Funds Transfer requests, including Internal Funds Transfers, Inter Institution Transfers and External Funds Transfers.

1. Debit Authorization. When you request a Funds Transfer, you authorize us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the Fee Schedule in effect at the time of your request.

In placing the order, you must select a financial institution (öbeneficiary bankö) to receive it and instruct the beneficiary bank to credit an account for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging three things:

- You know that the beneficiary bank may credit an account based on that account number.
- Neither we nor the beneficiary bank is obligated to verify that the account number belongs to the intended beneficiary of the transfer.
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and we will not be liable for such losses.

For outbound Funds Transfers, funds will be debited from your account on the Business Day you direct in your instructions. Inbound Funds Transfers debited from an account outside the Bank for delivery to a Bank Leumi USA account are subject to the terms and conditions of the delivering institution. The Bank is not responsible for any failure or delay of another financial institution to process funds or act in a timely manner.

If you are requesting a Funds Transfer to be sent outside of the United States, you are doing so at your own risk. We will not be liable for any reason if the funds are not received or are misapplied during the wire transfer process. We will not be liable for consequential damages in the event that loss is sustained because any party has failed to carry out instructions in a reasonable manner.

2. Funds Transfer Process. You represent that you will have, at all times, sufficient available unencumbered funds in the designated accounts to cover your funds transfers on the dates scheduled. If the designated account does not have sufficient available unencumbered funds on such date(s), the Bank may elect to refuse the initiation of any or all requested funds transfers. If we elect to initiate the funds transfer as requested, notwithstanding the insufficiency of funds in the designated account, such funds transfer may cause an overdraft in the designated account. You will therefore be liable for the overdraft and any overdraft fees imposed thereon by us.

3. Fees for Funds Transfers. You may incur fees for inbound and outbound funds transfers as established by us from time to time. By requesting the initiation of any such funds transfer, you agree to pay the funds transfer fee then in effect as published in the applicable Fee Schedule from time to time.

4. Reliance by Bank. We will rely on the information you provide in making a funds transfer on your behalf. It is your responsibility to provide us with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility. For international transfers, you may be required at the time you initiate the request to provide us with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that we will

rely on this information in executing your request in accordance with the provisions set forth in the "Currency of Transfer" paragraph below.

5. Security Procedures. When you place an order for a funds transfer, we will follow a security procedure to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any Authorized Signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that the Bank receives and verifies in accordance with the security procedure outlined above. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

6. Transfer to a Beneficiary Bank. When you request a funds transfer, you must select a financial institution to receive it. For funds transfers within the U.S., the beneficiary bank must be a member of the Federal Reserve System, a correspondent bank of such a member, or a CHIPS member. You must request that the funds be deposited into a particular account at the beneficiary bank. The beneficiary bank is responsible for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify, and make payment to your beneficiary. If the beneficiary cannot be located, the funds may be returned. Except as may be prohibited by federal law, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and we will bear no liability for such losses.

7. Currency of Transfer. Funds transfers can be made in U.S. dollars or another currency. You must indicate in your funds transfer request to us which currency to transfer. If you do not have a foreign currency account and you request a funds transfer in a foreign currency we may convert your U.S. dollar payment to that currency at the then prevalent market exchange rate in effect at the time. You understand that we have the right to rely on your statements as to the currency of the beneficiary account, and that we will not be responsible for any errors should your statement be incorrect and a currency conversion occurs after we send your funds transfer request.

8. Delays or Non-Execution of Funds Transfers. We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond our or the control of any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by us, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of our fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process

or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

9. Incoming Funds Transfers. For beneficiary bank, your remitters should use our **ABA Routing Number 026002794** or our **CHIPS Number 0279**. Our **SWIFT code is LUMIUS3N**. For beneficiary, your remitters should use your complete 10-digit account number followed by your name (use the account title if it is different than your name) and your address. Use of the 10-digit account number allows the incoming transfer to be processed by automated means and expedites the credit to your account. In crediting an account we may rely upon the account number in the incoming funds transfer, even if it conflicts with the name of the beneficiary indicated on the payment order. You agree that we will not send you a separate credit notice at the time an incoming funds transfer is credited to your account. Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. Also, to determine if a funds transfer has been credited to your account, you can call Leumi Client Services, or view your account information on Leumi Online.

10. Cancellations or Amendments of Funds Transfer Requests. Wire instructions submitted to us are not subject to cancellation or modification once we execute the instructions by releasing such instructions to any transfer system, or other applicable intermediary or beneficiary bank. We will not be bound by your instructions to cancel or modify a wire transfer instruction unless you provide complete and accurate information concerning your original wire transfer instructions prior to executing on the original wire instructions.

- **Cancelling Remittance Transfers.** You have the right to cancel your Remittance Transfer request for a full refund or to amend your Remittance Transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply. To cancel a Remittance Transfer initiated as a Facsimile Transmitted Payment Order or an Email Scan Instruction, please call your relationship banker. For Leumi Online initiated Remittance Transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the Remittance Transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three (3) Business Days of your request to cancel.
- **Cancelling all other Funds Transfer Requests.** You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

11. Rejection of a Funds Transfer Request. We reserve the right to reject your funds transfer request. We may reject your request if you have insufficient available funds in your account for

the amount of the transfer and any applicable transfer fees, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person requesting the transfer, or if we are unable to fulfill your request for any other reason. In the event we reject your request for a funds transfer, we will notify you at the time you request the transfer or as soon thereafter as we determine to reject the transfer request.

12. Cut-Off Time for Executing Your Transfer Request. If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires, your order may not be processed until the next Business Day. The current cut-off time is 4:30 p.m. EST.

13. Dual Control Process for Commercial Entity Money Transfer and ACH Originations. All fund transfer and ACH transactions on behalf of commercial entities require approval and input by an approved Authorized Signer.

Stop Payment Orders (Preauthorized Transfers)

You may stop a payment for a transaction conducted through Leumi Online. A stop payment request will be effective if the Bank receives such request at a time and in such a manner as to afford the Bank a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months. To process the request the Bank will require the date, amount, number of items, and payee name.

You may stop an automatic withdrawal or payment, or recurring withdrawals or payments from your account, by visiting a Branch, through Leumi Online or by calling the Leumi Client Services). If you request a stop payment by phone, you must confirm your instructions in writing within two (2) weeks, and such instructions will be effective for six (6) months. After six (6) months, your stop payment order will expire unless renewed in writing. In order to place a stop payment on an automatic transaction, we must receive your instruction at least three (3) Business Days before the transaction is scheduled to be made. Payment cannot be stopped on an ACH transaction that has already been paid or that is in the process of being paid. A stop payment fee will apply. See the Fee Schedule.

You may not be able to stop payment of a check that is converted to an electronic transaction (ACH). If you believe your check has been converted to an electronic transaction, you should also place a stop payment on that electronic transaction. Please contact Leumi Client Services if you wish to stop such a payment. A stop payment fee will apply. See the Fee Schedule.

To request a stop payment on all recurring transactions from the same originator (payee), you must contact the originator (payee). Please remember that in order to revoke your authority with that originator (payee) you must notify them at least thirty (30) days prior to the next scheduled transaction.

Contents of Stop Payment Order. You will need to accurately provide:

- É Your account number;
- É The date of the scheduled deduction or, for recurring transactions, the next scheduled deduction date;

É The exact amount (dollars and cents); and

É The payee's name.

We may use some or all of the information, in our sole discretion, to identify a transaction. If the information is not exactly correct, a stop payment may not be effective.

Effective Period of Stop Payment Order. A stop payment order on an ACH transaction is permanent. For recurring transactions, this means that your stop payment order will stop all subsequent withdrawals/payments initiated by that originator (payee) unless you contact us and request that the stop payment order be removed.

Payment over Valid Stop Payment Order. If you believe that we have debited a transaction from your account over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the transaction and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the transaction or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has sufficient funds to cover the indebtedness, we may also exercise our right of setoff.

Limitation on Liability. Our acceptance of a stop payment order does not constitute a representation that the item has not already been paid, or that we have a reasonable opportunity to act upon the order. You may not stop payment on an item after acceptance of the item by us. We will, from time to time, publish a fee schedule for stop orders. If we fail to stop payment on an item for which a timely request is made, our liability shall be limited to the face amount of the item.

Unless otherwise provided in this Agreement, you may not stop payment of electronic funds transfers; therefore, you should not employ electronic transfers for purchases or services unless you are satisfied that you will not need to stop payment.

Lost or Stolen Bank Leumi USA Debit Cards or Other Access Devices and Unauthorized Electronic Transactions

Business Account

Business Liability. If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call Leumi Client Services.

You must tell us AT ONCE if you believe that any of your Access Devices, including but not limited to your Bank Leumi USA Debit Card, has been lost or stolen, or if you believe that someone has made an Electronic Fund Transfer (EFT) or any other unauthorized transaction using your account without permission. Calling Leumi Client Services is the best way of limiting possible losses. If you delay notifying us that your card was lost or stolen you could lose all of the money in your Card-Linked Accounts. Also, if your statement shows withdrawals or transactions of money that you did not make, you must tell us at once.

Personal Account

Consumer Liability. If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call Leumi Client Services.

Please remember that your Bank Leumi USA Debit Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

You must tell us at once if you believe any of your Access Devices, including but not limited to your Bank Leumi USA Debit Card, has been lost or stolen, or if you believe that someone has made an Electronic Fund Transfer (EFT) using your account without your permission. You should also call or write to us if you believe a transfer has been made using the information from your check without your permission. Calling Leumi Client Services is the best way to limit possible losses. You could lose all the money in your account.

Under Federal Reserve Regulation E, for accounts established primarily for personal, family or household purposes, if you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500. **Exception for residents of New York:** your liability for the unauthorized use of your Bank Leumi USA Debit Card shall not exceed \$50.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Error Resolution and Notice Procedures - Electronic Funds Transfers

1. Claims or Questions concerning a Remittance Transfer. If you think there has been an error or you need more information about your remittance transfer, you must contact Bank Leumi USA within one hundred and eighty (180) days of the date indicated by Bank Leumi USA that the funds would be available to that transfer beneficiary. At that time, you may be asked to provide the following information:

- (1) your name, address, and account number;
- (2) the name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (3) the dollar amount of the transfer;

- (4) the reference code for the transfer; and
- (5) a description of the error or why you need additional information.

We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found). We will determine whether an error has occurred within ninety (90) days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

2. Claims or Questions concerning all other Electronic Fund Transfers. If your statement or transaction record is wrong, or if you need more information about a transfer listed on your statement or record, contact Leumi Client Services as soon as possible.

You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. **Exception for business accounts only – unauthorized ACH transactions. You agree to notify us within one (1) Business Day from the date that an unauthorized ACH transaction posts to or is debited from your account.** If you fail to do so, we will not be responsible or liable to you for any such ACH debit or the loss resulting from such debit. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of our error, our sole obligation to you is to pay or refund such amounts as may be required under the UCC Article 4A as adopted by New York State or by other applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. If you fail to notify us of any claim concerning your funds transfer within one (1) year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

NOTE: If the error concerns an ATM network transaction, be sure to contact us and not the financial institution that operates the machine immediately. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

If the error contains an EFT, the notice of error must be received by us no later than sixty (60) days after we sent you the first account statement on which the error or problem appeared, and must include the following information:

- (1) your name and account number (if any);
- (2) the type, time and date of the transaction;

- (3) a description of the error or the transfer you are unsure about, with a clear explanation of why you believe it is an error or why you need more information;
- (4) the dollar amount of the suspected error.

We will investigate and resolve each problem as quickly as possible. We will start our investigation as soon as you contact us. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will 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. For new accounts (where the notice of error involves an EFT to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our Responsibility to You

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 (but not limited to):

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If the transfer would go over the credit limit on your overdraft line;
- (3) If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
- (4) If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;

- (5) If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.