



# Checking Account Receipt

## Landlord Rent Security Deposit Control Account

ACCOUNT TERMS	
<b>Managed Account Disclosure</b>	<p>The Landlord Rent Security Deposit Account is intended to hold and segregate funds belonging to tenants (each, a “<u>Client</u>”) maintained as a rental security deposit (a “<u>Security Deposit Account</u>”). This product consists of a single control account established in your name (the “<u>Control Account</u>”), which is a non-interest bearing checking account, with linked interest bearing sub-accounts opened in the names of your Clients (each, a “<u>Client Account</u>”) that allow for the calculation and payment of security deposit interest to tenants and the collection of landlord fees related to security deposits as allowed in certain markets.</p> <p>For each Client Account you will need to provide a taxpayer identification number and tax certification of the Client that owns the funds. All accounts are subject to the terms and conditions specific to the account as detailed within the Bank’s <i>Account Agreement and Privacy Notice</i>.</p>
<b>Minimum Opening Deposit</b>	There is no minimum opening deposit requirement. Bank Leumi USA (the “ <u>Bank</u> ,” “ <u>we</u> ,” or “ <u>us</u> ”) reserves the right to change the minimum opening requirement from time to time.
<b>Interest Rate</b>	The Control Account is not an interest earning account.
<b>Fees</b>	Please see the Fee Schedule for any applicable fees.
<b>Special Circumstances</b>	<ul style="list-style-type: none"> <li>• We do not open accounts with checks drawn on banks outside the United States or with checks that are not payable in U.S. dollars. We send those checks for collection and will only open the account upon the check being collected.</li> <li>• All account holders must be at least age 13 and one person named on the account must be at least age 18.</li> </ul>
<b>FDIC Insurance</b>	<ul style="list-style-type: none"> <li>• Deposits are insured by the Federal Deposit Insurance Corporation up to the maximum amount allowed by law.</li> </ul>
<b>Overdraft Protection</b>	We will not create overdrafts in your account. If there is insufficient or unavailable balance in your account, the Bank will not honor recurring authorized transactions and all items presented for payment on your account will be returned. Please see the Fee Schedule for any fees applicable to returned items.
<b>Funds Availability</b>	Please refer to the Bank’s <i>Account Agreement and Privacy Notice</i> for details regarding funds availability policy.
<b>Authorization Regarding Client Account</b>	<ul style="list-style-type: none"> <li>• You represent, warrant and covenant to us that (i) you are duly authorized to open and operate each Client Account, (ii) each Client Account is and will be opened and operated in accordance with the agreements entered into between you and your Client in connection with a service you are performing for such Client, or if</li> </ul>

	<p>applicable, for the internal management of your own business (collectively, the “<u>Transaction</u>”), (iii) before opening any related Client Account, you will have obtained from all necessary parties the required authorization to open and operate such account, including proper authorization to make each deposit and withdrawal and to provide tax certifications signed by an authorized representative of each Client, and (iv) if you are acting as a fiduciary for the Client, either by agreement or operation of law, that (a) you are complying and will continue to comply with all laws and regulations concerning the fiduciary relationship between you and each Client; (b) you have advised each Client of all Bank fees and other expenses that may be charged to the Client Account or may otherwise be deducted from such Client's funds, and (c) you further represent and warrant that the fiduciary relationship between you and each Client does not give rise to any restrictions or prohibitions against charging such fees and other expenses to each Client.</p> <ul style="list-style-type: none"> <li>• You further covenant that you will promptly furnish to the Bank such documentation concerning the Transaction, as requested by the Bank, in form and substance satisfactory to us, including, without limitation, (i) agreements or other documentation evidencing your authority to open and operate your Control Account and any related Client Account and, as may be applicable, to act as a fiduciary for each Client, and (ii) for Transactions other than those operated by you for internal business management, agreements between you and each Client disclosing, in form and substance satisfactory to the Bank, any fees or expenses that the Bank may charge to the applicable Client Account or that may be otherwise deducted from such Client's funds.</li> </ul>
<b>Compliance with Laws</b>	<p>You represent and warrant that you will not use any of the accounts or services described in this <i>Checking Account Receipt</i> in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.</p>
<b>No Escrow Agency</b>	<p>You understand and acknowledge that we are not acting as an escrow agent or in any other fiduciary capacity with respect to your Control Account or any related Client Account.</p>
<b>Disputes with respect to Funds in Control or Client Account</b>	<p>The Bank has no responsibility for any dispute between you and any Client or any third party with respect to the funds deposited in either the Control Account or any Client Account. If you are a partnership, your account agreement, as modified by these terms and conditions, shall remain in full force and effect despite changes in the parties comprising your partnership. The term “you” shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability. We may require new partners to execute documentation relating to this <i>Checking Account Receipt</i>.</p>
<b>Client Account Tax Information</b>	<p>For each new Client Account, you shall provide to us, on documentation required by us and signed by an authorized representative of the Client, the name and taxpayer identification number of the party on whose behalf the account is being opened. You understand that if you fail to do so, the Client Account will be</p>

	subject to backup withholding. Any type of Client Account could be subject to back-up withholding under certain circumstances.
<b>Account Statement</b>	We will provide you with monthly statements, which will show the current balance as of the date of the statement of your Control Account and each existing Client Account, and all financial activity for each such account during the month covered by the statement.
<b>Representations; Indemnity</b>	With respect to any funds deposited in either the Control Account or any Client Account that belong to a Client, you represent to us that: (i) with respect to a Security Deposit Account, you are authorized to receive an administrative fee from your Client (where allowed by local law); (ii) you are authorized to permit us to offset fees due to us from you against funds deposited in either the Control Account or any Client Account; and (iii) your authorization to us to assess bank fees against funds deposited in either the Control Account or any Client Account and your receipt of any administrative fee will not violate any contract, law, or regulation. You hereby indemnify the Bank, its shareholders, affiliates, directors, officers, employees, successors and assigns (collectively, the " <u>Indemnified Parties</u> ") and agree to hold the Indemnified Parties harmless from and against any and all losses, payments, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, claims, actions and suits which the Indemnified Parties or any of them may suffer or incur arising out of or in any way relating to, directly or indirectly, (a) your failure to furnish to us any documentation inform and substance satisfactory to us, (b) any misrepresentation made by you in connection with your account agreement, as supplemented by these terms and conditions, or the account agreement for any other account you may have with us, (c) any inaccuracy of any of the information you have provided to us, or (d) our reliance on any representation made by you or any instruction issued by you or on your behalf, in connection with your account agreement, as supplemented by these terms and conditions, or the account agreement for any other account you may have with us. This indemnification shall survive the closure of the Control Account and/or any linked Client Accounts. In no event shall we be liable for any special, consequential, incidental (including without limitation, court costs and attorney's fees), indirect, or punitive losses or damages, regardless of the form of the claim or action, even if advised of the possibility of such losses or damages.