

## Welcome to Helm Bank USA

Welcome to Helm Bank USA. We believe that our success is driven by serving the needs of our customers in a friendly, efficient, and highly personal matter. **Exceeding our customers' expectations, is in the center of everything we do.** We appreciate your business and the opportunity to serve your financial needs. Thank you for banking with Helm Bank USA.

This is an important document. It provides the terms and conditions governing your Account(s) at Helm Bank USA ("Helm"), as well as the products and services that we may provide to you from time to time and, together with the following documents, is your contract with Helm and constitutes the Account Agreement ("Agreement"):

- Product, Service and Fee Schedule (<https://helmbankusa.com/disclosures>),
- Our privacy notice (at <https://www.helmbankusa.com/privacy-policy-statement>), and
- Any additional disclosures, amendments, or addenda we provide to you.

**This Agreement is applicable to new and existing accounts and replaces all prior agreements regarding your account,** including any verbal or written statements or representations. By opening and maintaining an Account with Helm, you agree to the provisions of this Agreement. You should read this Agreement thoroughly and keep it with other important records. We regularly update this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement, you agree to the changes. You can get a copy of the current Agreement at [www.helmbankusa.com](http://www.helmbankusa.com), or by visiting the branch, or by phone at the numbers below.

If you have any questions, or would like to learn more about this Agreement or our Account products and services, please contact us by using one of the following options:

- Call us at 305-329-7330 or 1-855-370-4356; or
- Write us at Helm Bank USA, Attn: Support Center 999 Brickell Avenue, Miami Florida 33131 or
- E-mail us at [Support@helmbankusa.com](mailto:Support@helmbankusa.com).

In consideration for opening or maintaining Account(s) at Helm, you (jointly and severally, if more than one), agree and covenant(s) with Helm as follows:

### 1. DEFINITIONS

When used throughout in this Agreement, the following terms shall have the indicated meanings:

- A. "Helm", "Bank", "we", "us", "our", or "ours" shall mean Helm Bank USA.
- B. "Customer", "you", "your" and "yours", shall mean the owner or joint owners of any eligible Account referred to herein.
- C. "Account(s)" means covered accounts maintained by customer with Helm Bank USA. Example of covered account are:
  - Interest-bearing and noninterest-bearing accounts.
  - Deposit accounts opened as a condition of obtaining a credit card.
  - Payable on death (POD) accounts.
- D. "Account Application" means the Account opening application, as amended from time to time; you have delivered to Helm to establish your Account(s).
- E. "Annual Percentage Yield" means the percentage rate reflecting the total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period or 366-day period during leap years.

- F.** "Authorized Person(s)" means any individual whose signature appears on the signature card(s) of an Account and any individual that you have designated to Helm in writing to have a power-of-attorney in an Account in conformance with Paragraph 41 of this Agreement.
- G.** "Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person who may (i) manage, administer, or Transact business for an Eligible Account or an Online Financial Service, (ii) authorize another person to access an Eligible Account or an Online Financial Service, or (iii) who is a Delegate.
- H.** "Authorized Signer" means a person who has your actual or apparent authority to manage, administer, or transact business on your Business Eligible Account(s), whether or not that person has signed the signature card or other documentation for your account(s). We may continue to recognize an Authorized Signer's authority until we receive and have a reasonable time to act upon your written modification or revocation of it.
- I.** "ATM" means automated teller machine.
- J.** "Business" means any person or entity other than a Consumer with an Eligible Account.
- K.** "Business Day" means every day except Saturday, Sunday and federal holidays in which Banks in Miami, Florida, U.S.A. are open for business.
- L.** "Business Hours" means the hours for which the Bank is generally open on a business day. Business hours for Helm Support are from 8:30am to 6:00pm EST. Business hours for Helm Bank USA Miami Branch are 9:00am to 4:00pm EST.
- M.** "Consumer" means a person (not a business or other entity) with an Eligible Account requested primarily for personal, family, or household purposes.
- N.** "Debit/ATM Card" means any ATM card, debit card, check card, or other card (including the number on that card), under any name or brand, that at your request we issue to you or activate for access to or for transactions with respect to an Account.
- O.** "Debit/ATM Card Agreement" means the agreement and/or disclosure statement that governs the use of your Debit/ATM Card.
- P.** "Eligible Account" means each Helm Bank USA product you have or have applied for. Eligible Accounts include deposit accounts, loans, credit cards, lines of credit and other products or accounts you have with us.
- Q.** "Helm Office" means the main office or any branch office of Helm in Miami, Miami-Dade County, Florida, U.S.
- R.** "HelmInOne" means the online financial service that includes:
- Each product or service you may access or enroll in through the Website, including the Mobile Banking Service. Please note, that not every product or service made available through HelmInOne may be available through the Mobile Banking Service.
  - Actions you take, and instructions you give us, through the Website about opening or maintaining Eligible Accounts.
- S.** "HelmInOne Online Banking Agreement" means the agreement that governs your use of HelmInOne Personal and Business Online Banking accessible through [www.helmbankusa.com](http://www.helmbankusa.com) or through Helm Bank USA downloadable applications for the Mobile Banking Service.
- T.** "Product, Service & Fee Schedule" means the Product, Service and Fee Schedule made available by Helm at [www.helmbankusa.com](http://www.helmbankusa.com), as the same may be amended from time to time.
- U.** "Parties" means Helm and the Customer.

- V. "Transaction Cut-Off Time" means the time which the Bank stops transacting. Transactions after the cut-off time are credited/debited the next business day. Helm Bank USA's cut-off time is 4:00pm EST.
- W. "United States" or "U.S." means the United States of America, its territories, and its commonwealths.
- X. "Website" includes:
- All Helm Bank USA online services and all other web pages maintained by us and accessible through [www.helmbankusa.com](http://www.helmbankusa.com) or through Helm Bank USA downloadable applications for the Mobile Banking Service.
  - Any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement.
  - Website does not include any website with its own separate agreement governing online access.

## **2. INFORMATION/DOCUMENTATION ON IDENTITY AND SOURCE OF FUNDS**

You shall promptly provide us with such information/documentation as we may require, at our sole discretion and from time to time, on any of your Account(s) in order to establish and verify: (a) your identity and that of any Authorized Person for the Account; (b) the identity of any nominal or beneficial owner of an Account; (c) the source of any funds deposited in an Account; and (d) any transaction/ activity passing through an Account. You shall also promptly provide us with all information and/or documentation as we may require, at our sole discretion and from time to time, to satisfy our obligations in connection with customer due diligence requirements or our policies and procedures.

You understand and acknowledge that we are required under applicable law and our own policies and procedures to take steps to combat the use of our products, services, and facilities in furtherance of money laundering, terrorism, and other illegal activities. To that end, you represent, warrant, and covenant that: (a) all funds now or hereafter deposited in the Account(s) shall have a lawful source and originate from lawful activities; and (b) you shall not conduct or initiate any transaction in or through the Account(s) or Helm that is unlawful under the laws of the United States, the State of Florida, or any other jurisdiction the laws of which are applicable to such transaction.

## **3. COMPLIANCE WITH APPLICABLE LAWS**

You agree to comply with, and assist us in our compliance with, all laws and regulations of the State of Florida and the United States applicable to the transactions and activities processed through the Account(s) opened and maintained by you with Helm, including but not limited to, the Bank Secrecy Act (12 U.S.C. §1829b, 12 U.S.C. §§1951–1959, and 31 U.S.C. §5311, et seq.), USA PATRIOT Act, the Trading with the Enemy Act (12 U.S.C. §95), the International Emergency Economic Powers Act (50 U.S.C. §1701-1707), their respective implementing regulations and any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by Office of Foreign Assets Control ("OFAC") or the U.S. Department of State.

Should you discover or become aware of any violations of laws or regulations applicable to the transactions and activities passing through the Account(s) you shall promptly notify Helm thereof in writing. In the event that Helm discovers or receives information indicating that the source of funds in any of the Accounts or that any transaction conducted through Helm or any of the Accounts may be unlawful, Helm may, in its sole discretion, block or freeze the Accounts until the matter is clarified to Helm's total satisfaction and take any other action permitted by applicable law.

You shall not permit, directly or indirectly, any payment into your Account(s) or any payment from your Account(s), with regards to any transaction with a country (including, but not limited to Cuba), entity or individual that may be subject to any sanction or embargo administered, enforced, or imposed by OFAC and/or any federal or state law (collectively, the "Applicable Restrictions"). Therefore, if a transaction has any relationship, directly or indirectly, with a country, entity or individual that may be subject of any such Applicable Restrictions, the transaction cannot be processed in or through your Account(s), in addition no proceeds from such transaction may be paid into your Account(s), whether or not such transaction is evidenced by an invoice,

bill of lading, or other document bearing reference to such a country, entity or individual. This includes transactions of transshipment through any country affected by any Applicable Restrictions.

#### **4. CONTROLLING LANGUAGE**

English is the controlling language of our relationship with you. Items you write such as checks or withdrawal slips must be written in English. Please be aware that verbal and written communications from Helm will be in English. These communications in English may include, but are not limited to, applications, account agreements, statements and disclosures, notices concerning changes in terms or fees, and communications related to account servicing. As a courtesy to our customers, we sometimes communicate in languages other than English and we may translate some forms, disclosures, and advertisements into another language. However, we cannot guarantee that customer service or other Helm communications will be available in any language other than English, and many important bank documents are available only in English. Please note that if there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

#### **5. MONITORING AND RECORDING COMMUNICATIONS**

You acknowledge and agree that we may monitor, record, and retain any communication between you and us, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may occur at any time without any further notice to you, unless the laws governing your account require further notice. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages and records, text messages, instant or live chat, or any other communications in any form.

#### **6. AUTHORIZED SIGNATURE(S)**

You confirm that the specimen signature(s) appearing on the signature card(s) delivered to Helm on an Account is/are the genuine signature(s) of the person(s) indicated. Unless otherwise specified in the signature card(s) delivered to Helm, we are expressly authorized, without limitation, and at our sole and absolute discretion, to recognize and rely upon the signature of any Authorized Person of an Account in connection with any payment or withdrawal of funds or the transaction of any other activity with respect to such Account, including without limitation, any changes in the title of the Account or change of authorized signatures or any release, disclosure and/or production of information, documents and/or records relating to such Account. Helm is authorized, at its sole discretion, to honor any item drawn or endorsed by any Authorized Person even though the signature thereon does not correspond exactly with the Authorized Person's specimen signature; however, Helm is not obligated to honor any item drawn or endorsed by an Authorized Person unless the signature corresponds exactly with the Authorized Person's specimen signature. Helm is further authorized, at its sole and absolute discretion, to require the signatures of all Authorized Persons of an Account in order to honor the transaction of any activity with respect to the Account. Helm is further authorized to honor as genuine the signature or purported facsimile signature of any Authorized Person.

You agree to notify us promptly in writing if an Authorized Person no longer has authority on your Account. You also agree that for a period of no less than five (5) Business Days after Helm receives written notification of any modification of an Account, including the change or revocation of Authorized Persons, Helm shall continue to be authorized to honor any items or instruments bearing the signature of any previously named Authorized Persons on the Account. In any case, Helm shall not be obligated to accept changes in Authorized Persons on an Account until Helm shall first have received an appropriately executed resolution or other written document revoking or modifying authorizations as well as appropriate signature cards duly completed and signed by all new Authorized Persons on the Account we may, at our discretion, require the closing of an Account and the opening of a new Account in the event any Customer requests a change in the title of an Account or a change as to any Authorized Person.

## **7. TRUTH-IN-SAVINGS DISCLOSURE REGARDING ACCOUNT TERMS (FOR CONSUMER ACCOUNTHOLDERS RESIDING IN THE U.S.)**

Accounts covered by this disclosure include checking, savings, money market Accounts, NOW, certificates of deposit, interest-bearing checking, and pay/transfer on death. Your Account will be considered open when you sign a signature card and we receive credit for your initial deposit. You must also complete and sign any other Account documentation that we may require from time to time to maintain your Account. We offer the following types of Accounts subject to the restrictions; limitations and applicable fees specified herein, which we reserve the right, at our discretion, to change from time to time:

### **A. Helm Checking Account**

- Minimum opening balance: A minimum deposit of \$25,000.00 is required to open a Helm Checking Account ("Checking Account").
- Minimum daily balance to avoid imposition of fees: If your balance falls below \$25,000.00 on any day in the monthly statement cycle, we will impose an account service charge of \$100.00 per monthly statement cycle.
- Fees: See our separate Product, Service & Fee Schedule (<https://helmbankusa.com/disclosures>).

### **B. Helm Savings Account**

- The interest rate on your Account is **0.45%** with an annual percentage yield of **0.45%**.
- Rate Information: Your interest rate and annual percentage yield may change.
- Frequency of rate changes: We may change the interest rate on your Savings Account at any time.
- Determination of rate: At our discretion, we may change the interest rate on your Helm Savings Account ("Savings Account")
- Crediting frequency: Interest will be compounded every day. Interest will be credited to your Savings Account every month.
- Minimum opening balance: A minimum deposit of \$5,000.00 is required to open a Savings Account.
- Minimum daily balance to avoid imposition of fees: An account service charge of \$100.00 will be imposed every monthly statement cycle if the balance of the Savings Account falls below \$5,000.00 on any day of the monthly statement cycle.
- Minimum balance to obtain the annual percentage yield (APY): You must maintain a minimum average daily balance of \$5,000.00 to obtain the disclosed annual percentage yield.
- Average daily balance computation method: We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.
- Accrual of interest on noncash deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (e.g. checks).

- Transaction Limitations: None.
- Fees: See our separate Product, Service and Fee Schedule (<https://helmbankusa.com/disclosures>).
- Effect of closing an Account: If you close your Account before interest is credited, you will not receive the accrued interest.

### **C. Money Market Account**

- The interest rate on your Account is **0.35%** with an annual percentage yield of **0.35%**.
- Rate Information: Your interest rate and annual percentage yield may change.
- Frequency of rate changes: We may change the interest rate on your Money Market Account ("MMK Account") at any time.
- Determination of rate: At our discretion, we may change the interest rate on your MMK Account.
- Crediting frequency: Interest will be compounded every day. Interest will be credited to your MMK Account every month.
- Minimum opening balance: A minimum deposit of \$25,000.00 is required to open a MMK Account.
- Minimum daily balance to obtain the annual percentage yield (APY): You must maintain a minimum average daily balance of \$25,000.00 to obtain the disclosed annual percentage yield.
- Minimum balance to avoid imposition of fees: An account service charge of \$100.00 will be imposed every monthly statement cycle if the balance of the MMK Account falls below \$25,000.00 on any day of the monthly statement cycle.
- Average daily balance computation method: We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.
- Accrual of interest on noncash deposits: Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash items (e.g. checks).
- Transaction Limitations: None.
- Fees: See our separate Products, Services and Fee Schedule (<https://helmbankusa.com/disclosures>).
- Effect of closing an Account: If you close your Account before interest is credited, you will not receive the accrued interest.

### **D. NOW Account**

- The interest rate on your Account is **0.20%** with an annual percentage yield of **0.20%**.
- Rate Information: Your interest rate and annual percentage yield may change.

- Frequency of rate changes: We may change the interest rate on your NOW Account at any time.
- Determination of rate: At our discretion, we may change the interest rate on your NOW Account.
- Crediting frequency: Interest will be compounded every day. Interest will be credited to your NOW Account every month.
- Minimum opening balance: A minimum deposit of \$25,000.00 is required to open a NOW Account.
- Minimum balance to avoid imposition of fees: An account service charge of \$100.00 will be imposed every monthly statement cycle if the balance in the NOW Account falls below \$25,000.00 on any day of the monthly statement cycle.
- Minimum daily balance to obtain the annual percentage yield (APY): You must maintain a minimum average daily balance of \$25,000.00 to obtain the disclosed annual percentage yield.
- Average daily balance computation method: We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.
- Accrual of interest on noncash deposits: Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash items (for example, checks).
- Fees: See our separate Products, Services & Fee Schedule (<https://helmbankusa.com/disclosures>).
- Effect of closing an Account: If the Account is closed before interest is credited, you will not receive the accrued interest.

#### **E. Certificate of Deposit (“CD”) Account**

- General Information: We offer Certificate of Deposit Accounts only to Customers with existing Accounts at Helm with various terms for the payment of interest and with interest paid at maturity. With a Certificate of Deposit Account, you agree to leave your funds in the Account for a specific period of time called the “term.” The last day of the term is the “maturity date.” The maturity date is the first day you may withdraw funds without paying an early withdrawal penalty. Please refer to your Certificate of Deposit New Account Application for specific terms and conditions, including, interest rate, annual percentage yield, maturity date, nature of renewal and other terms and conditions regarding your Certificate of Deposit.
- Rate Information - The interest rate on your Account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. Your Certificate will mature on \_\_\_\_\_. You will be paid this rate until the maturity date of the certificate. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings. Please note that the rate information for your CD will be provided at account opening.
- Crediting frequency - Certificates of Deposit earn simple interest that can be paid monthly, quarterly, semi-annually, annually or at maturity.

TERM	CD INTEREST PAYMENT OPTIONS				
	Monthly	Quarterly	Semi-Annually	Annually	At Maturity
Less than 12 months (365 days)	X	X	X	<b>Not Applicable</b>	X
12 months or more	X	X	X	X	<b>Not Applicable</b>

- Interest begins to accrue on the business day you deposit any noncash item (for example, checks).
- Effect of closing an Account - If you close your Account before interest is credited you will not receive the accrued interest.
- Minimum balance requirements - You must deposit \$10,000.00 to open this Account. You must maintain a minimum balance of \$10,000.00 in your Account every day to obtain the annual percentage yield listed above.
- Daily balance computation method - We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.
- Transaction limitations - After the Account is opened, you may not make any deposits into your Account before maturity.
- You may make withdrawals of principal from your Account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. Interest withdrawals can be made during term without penalty, only on interest amounts credited to the Account.
- Early withdrawal penalties - Other than the Regulation D penalty described below, any money you withdraw from your Certificate of Deposit before the end of its terms will be subject to an early withdrawal penalty. For an Account with terms of 31 days or less the penalty will be the greatest of: (i) all of the interest earned on the amount withdrawn from the most recent date of deposit or last renewal, (ii) all the interest that could have been earned on the amount withdrawn, during a period equal to one-half of the maturity period, or (iii) seven day's interest on the amount withdrawn.
  - For an Account with an original term of more than 31 days and up to 3 months, the penalty will be 1 month's interest on the amount withdrawn.
  - For an Account with an original term of more than 3 months and up to 6 months, the penalty will be 3 month's interest.
  - For an Account with an original term of more than 6 months and up to 3 years, the penalty will be 6 month's interest.
  - For an Account with an original term of more than to 3 years and up to 5 years, the penalty will be 12 month's interest.
  - In certain circumstances such as the death or incompetence of an owner of this Account, the law permits, or in some cases requires the waiver of the early withdrawal penalty.
  - Regulation D Penalty: The Regulation D penalty is seven days' simple interest on the amount withdrawn and applies to the following:
    - Withdrawals made within seven days of account opening including the day the account was opened.



- Withdrawals made during the grace period, when additional deposits are made during the grace period and the withdrawal exceeds the amount of the matured CD balance.
- Withdrawals within seven days of any prior withdrawal where the Bank's early withdrawal penalty is not applied.
- Exceptions to the early withdrawal penalty and the Regulation D penalty (Fixed Rate CDs):
  - Death of the CD owner
  - Death of the grantor of a revocable family/living trust
  - Court determination that a CD owner is legally incompetent

## Renewal Policy

- **Automatically Renewable Certificate of Deposit** - This Account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the Account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the current rate we offer on new certificate of deposits, which have the same term minimum balance (if any), and other features as the original Certificate of Deposit, unless we have notified you otherwise. You will have 7 calendar days after maturity to withdraw the funds or make additional deposits without a penalty if the term is 31 days or more. You will have one day after maturity to withdraw the funds without a penalty, if the term is 30 days or less. At renewal, in addition to the interest rate and renewal term, we may change any other Certificate of Deposit provision, subject to providing you notice as required by law.
- **Non-automatically renewable time Account** – This Account will not automatically renew at maturity. If you do not renew the Account, interest will not accrue after maturity.

## F. Interest-Bearing Demand Deposit Accounts

A. Demand Deposit Account is a transactional Account that may have a minimum balance requirement and flexible Debit/ATM Card and check- writing privileges. Demand Deposit Accounts are generally non- interest-bearing Accounts. Notwithstanding the foregoing, Helm may, at its sole and absolute discretion, offer interest-bearing Demand Deposit Accounts to its Customers, on a case-by-case basis and from time to time on such terms and conditions acceptable to Helm in its sole and absolute discretion. For more information on minimum balance requirements, interest rates, annual percentage yields and fees for interest-bearing Demand Deposit Accounts, please contact your relationship manager.

## G. General Interest Rate Information

We reserve the right, at our sole discretion to change the interest rates and annual percentage yield paid by us on any interest-bearing Account. The interest rate and annual percentage yield we offer on the same type of Account may be higher or lower based on the specific Customer, Account location or channel through which the Account is opened. We may also consider your relationship with us in setting interest rates on your Account, such as whether you have other Accounts with us, your balances with us in your other Accounts and how you use services that we offer with your Accounts. We occasionally offer special promotions on specific Accounts and/or to specific Customers. These offers do not apply to all Accounts, Customers, or methods of Account opening. For current interest rates and annual percentage yields, contact your relationship manager.

We may require no less than seven (7) days' notice in writing before each withdrawal from an interest-bearing Account other than a Certificate of Deposit, or from any other savings Account as defined by Regulations D (12C.F.R. Part 204). Withdrawals from a Certificate of Deposit Account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal fees.

## **H. Pay/Transfer on Death Account**

A Pay-on-Death/Transfer-on-Death Account is payable to the surviving beneficiaries you designated on your Account when we receive proof of your death or the death of the last surviving co-owner. To establish this type of deposit or investment Account payable to a third party upon your death, you must execute and deliver to Helm a separate Pay-on-Death/Transfer-On-Death agreement in the form required by Helm.

## **I. Accounts, Products and Services**

Helm may offer new, discontinue and/or convert Accounts, products and services from time to time and in its sole and absolute discretion. The type of Accounts, products and services we offer may vary depending on the specific Customer, Account location or channel through which the Account, product or service is opened or maintained. In determining which Accounts, products or services we may offer to you from time to time, we may consider your relationship with us, whether you have other Accounts with us, your balances with us in your other Accounts and how you use services that we offer with your Accounts. We occasionally offer special promotions on specific Accounts products and services and/or to specific Customers. These offers do not apply to all Accounts, products, services, Customers, or methods of Account opening.

By continuing to maintain your Account, you agree to pay all fees applicable to your Account, transactions you engage in, and services you use. We provided you a schedule of fees when you opened your Account, and will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative and creates an overdraft in your Account.

## **8. JOINT ACCOUNT**

If an Account is in the name of more than one individual, Helm shall treat the Account as a joint tenancy with right of survivorship and not as a tenancy in common ("Joint Account"). A Joint Account shall be subject to the terms and conditions generally governing such an Account, including but not limited to the following: (a) upon the death of any Customer to the Joint Account, the survivor(s) shall be the sole owner(s) of the Joint Account; (b) all funds deposited in the Joint Account shall be held and owned by any one Customer as his or her undivided property with right of survivorship; (c) each Customer shall have full power to control and to act singly in all matters related to the Joint Account as if it were owned by that Customer individually including but not limited to, the following: (i) any Customer is authorized to deposit in the Joint Account monies belonging to and/or items payable to one or more Customer and to endorse same or deposit same to Helm without endorsement; (ii) any Customer is authorized to withdraw and/or transfer funds from a Joint Account; (iii) any Customer is authorized to obtain any information regarding the Joint Account; and (iv) to the extent permitted by Helm, any Customer may pledge, assign or grant a security interest in the Joint Account; and in any funds deposited therein. Notwithstanding the foregoing subsection (c), Helm is authorized, at its sole and absolute discretion, to require the signatures of all Authorized Persons or Customers of a Joint Account in order to honor the transaction of any activity with respect to the Joint Account.

We are authorized to withdraw, transfer or pay any monies on such Joint Account upon the order of: (a) any Customer, (b) any surviving Customer, or (c) in the event of the death of all Customers, to the executor, administrator or personal representative of any Customer, without regard to the original ownership of the monies deposited. Any Customer may request a Stop Payment (pursuant to Paragraph 34 of this Agreement) on any items drawn on the Joint Account. We may, at any time and at our sole discretion, decline to pay any or all items drawn on a Joint Account except for items drawn by or to the order of every Customer thereunder.

Each Customer to a Joint Account shall be jointly and severally liable to Helm for all charges and overdrafts or any other liabilities occurring in the Joint Account, regardless of which Customer participated in such overdraft or liability, or benefited from its proceeds. If there's a setoff, an enforcement of our security interest in your Account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we may treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your Account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

We shall have no obligation to notify any Customer regarding any action in the Joint Account or changes to a Joint Account made by any other Customer. Although Helm shall have no obligation to notify a Customer regarding any change to or other action concerning the Account made or taken by Customer, Helm may, notwithstanding any other provisions of this paragraph, require the signatures of all Customers in order to pay any item or take any other action relating to the Account, if Helm has received conflicting demands or instructions from any two or more Customers, has received an instruction signed by less than all Customers seeking to change the title of (or restrict the payment or transfer of funds in) the Account, or has concluded for any other reason, in Helm's discretion, that it is prudent to require the signatures of all Customers. If a Joint Account is in the name of a husband and wife, we shall treat such Joint Account as a tenancy by the entireties rather than a Joint Account; however, such tenancy by the entireties will nevertheless be subject to the provisions for Joint Accounts set forth herein.

## **9. MULTIPLE-OWNER ACCOUNTS**

In the event that an Account is owned by more than one individual: (a) all the express and implied obligations of the Customer(s) under this Agreement shall be deemed to be joint and several obligations; (b) all references in the Agreement to the Customer shall, to the extent the context permits, be deemed to be references to all Customers on the Account or to any of them; (c) any notice, statement, or other communication given by Helm in accordance with the instructions specified in Paragraph 53 shall be deemed to be given to all of the Customers on the Account; (d) any instruction or other communication (whether oral or written or by telephone, e-mail, telefax, or other electronic transmission) given by any Authorized Signer(s) on the Account be binding on all Customers on the Account as if they had all given it; and (e) the surviving Customer(s) shall immediately notify Helm of the deaths of any Customer(s) on the Account.

## **10. CERTIFICATION OF FOREIGN STATUS OR TAX IDENTIFICATION NUMBER**

U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers. Every Authorized Person on an Account must: (a) independently certify his, her or, in the case of a corporation, partnership, trust, or other entity not organized under the laws of the United States, its status as a nonresident alien for United States income tax purposes by providing a completed Internal Revenue Service Form W-8BEN or other appropriate Form W-8 series form; or (b) certify the accuracy of his, her or, in the case of a corporation, partnership, trust, or other entity organized under the laws of the United States, its U.S. tax identification number by providing a completed Internal Revenue Service Form W-9. Alternatively, the above certifications may be provided on any substitute Form W-8BEN or substitute Form W-9, as the case may be. A Customer's certification of non-resident alien status for United States income tax purposes must be renewed by the last day of the third calendar year following the year in which the certification is signed. Helm reserves the right to close an Account or to refuse any transaction to or from the Account if the certification forms are not filed with Helm or are not timely renewed. If a Customer who has certified non-resident alien status for United States income tax purposes at the time of opening an Account with Helm later becomes a U.S. Citizen or resident for United States income tax purposes, written certification must be given to Helm within thirty (30) days of the change in status, on a form to be obtained from Helm. Helm will report the interest earned on each Account owned by the Customer and will also backup withhold, unless the Customer provides Helm with the required certifications. If you own your account as an individual or sole proprietor, upon your death, we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

## **11. ACCOUNT OWNERSHIP/CONTROL AND CLAIMS**

The ownership of an Account (or any part thereof) may not be transferred and/ or assigned without Helm's prior written consent. You may request a change of ownership of your Account by submitting such a request and obtaining Helm's written consent. In the event that the ownership and/or control of an Account or of any funds deposited therein, or any portion thereof, is the subject of a claim against Helm or otherwise becomes an issue, Helm may, at its sole discretion and without any liability to you whatsoever, place a hold on the Account or on the balance of funds deposited in the Account, or any portion thereof, and

withhold any payment, withdrawal or transfer from such Account until the claims issue has been resolved to Helm's sole and complete satisfaction.

## **12. DEATH OR INCOMPETENCE OF ACCOUNT OWNER**

Tell us immediately if any Account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an Account owner authorizes any transaction, but it is not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one Account to the debt associated with another Account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" Account has rights to the Account. If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for customers residing outside of the U.S. at the time of incompetence or death.

## **13. DORMANT ACCOUNTS**

You agree to maintain your Account(s) active. Nevertheless, if no deposits have been made or no items have been drawn on an Account for a period of twelve (12) months, the Account shall be classified as a Dormant Account and shall be subject to Dormant Account fees in addition to any applicable Account fees set forth herein. Dormant Account fees will be varied by Helm from time to time at its sole discretion as disclosed in Helm's then current Products, Service and Fee Schedule. Helm reserves the right to withhold any payment withdrawal or transfer from a Dormant Account until Helm, to its sole and complete satisfaction, is able to reestablish contact with you.

Under applicable law, we must turn over to the appropriate State of Florida authorities any funds deposited in an Account, if you have not done at least one of the following for at least five (5) years:

- Deposited or withdrawn funds when you presented your Passbook or Certificate to have us record your interest.
- Signed our Dormant Correspondence form.
- Written to us concerning the Account.

Prior to turning funds to the state authorities, Helm will mail a notice to your last known address. If you do not respond by the date set forth for response in the notice, we will forward the funds in the Dormant Account to the appropriate state authority. You can retrieve the funds by contacting the appropriate state authority at the address set forth in the notice. A Certificate of Deposit Account that has not reached maturity is not considered dormant, but if the Account renews automatically, it can become dormant in our records starting after the maturity date.

## **14. RESTRICTED ACCESS**

We may restrict access to your Account if we suspect any suspicious, unauthorized, or unlawful activities.

## **15. CLOSING OF ACCOUNT**

We reserve the right, at our sole discretion, to discontinue, limit or to decline to process any transactions in Account, to refuse to accept deposits or permit withdrawals in an Account or to close an Account at any time and for any reason without any prior notice to Customer thereof. In the event Helm decides to close an Account, we will make written notice to you of such intention via the U.S. Mail, email or internationally recognized courier and directed to you at your last known address in our records ("Notice of Closure"-Are we using this notice). After the expiration of five (5) Business Days from the date of the mailing of the Notice of Closure, the Account shall be considered closed. We, at our sole discretion, may either (a) mail a check to you via the U.S. Mail or internationally recognized courier to the aforementioned address; or (b) wire transfer to you the balance, if any, of funds in deposit in the Account. Upon mailing to you a Notice of Closure, we may thereafter refuse to accept deposits to such an Account, permit withdrawals, collect any item deposited therefor and/or transact any matter in relation to the Account. We shall not be liable for dishonoring any item drawn on an Account and/or for failing to act upon any funds transfer payment order submitted on an Account, which is to be closed if the item is presented for payment, or the payment order is submitted for execution after remittance of the Notice of Closure. Upon the closing of an Account, we shall thereafter be relieved of any further legal responsibility or liability related to such Account.

You can request to close your Account at any time if the Account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the Account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your Account balance to zero. All outstanding items need to be processed and posted to your Account before your request to close is processed. Once the Account is closed, items will be returned unpaid. Any recurring payments or withdrawals from your Account need to be cancelled before your request to close is submitted, (examples include bill payments, debit card payments, and direct deposits) otherwise, they may be returned unpaid.

## **16. UNDER FLORIDA LAW, THE BANK MUST COMPLY WITH STATE STATUTE 213.0532**

That statute requires the Bank to perform a data match and provide certain Account holder information of certain taxpayers to the Florida Department of Revenue.

## **17. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)**

Under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, (the "Code"), or any amended or successor version that is substantively comparable, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code (collectively, "FATCA"), Helm, other U.S. financial institutions ("USFIs") and other types of withholding agents are required to withhold thirty percent (30%) on certain U.S. source payments made to foreign entities, including foreign financial institutions ("FFIs"), if they are unable to document such entities' status for purposes of FATCA. USFIs (including Helm) and other withholding agents subject to FATCA must also report to the U.S. Internal Revenue Service ("IRS") information about certain non-financial foreign entities with substantial U.S. owners. In light of the foregoing, you hereby represent, warrant, acknowledge and agree as follows:

**A. FATCA; General Exculpation of Liability.** You hereby acknowledge and agree that if a payment made to you by us in connection with an Account, this Agreement, or any products or services provided by us to you would be subject to U.S. federal withholding tax imposed by FATCA, you shall deliver to us at the time or times prescribed by law and at such time or times requested by us, such documentation requested by us as may be necessary for us to comply with our obligations under FATCA to determine that you have complied your obligations under FATCA or to determine the amount to deduct and withhold from such payment. In accordance with the terms of this Agreement, Helm, its affiliates and each of their respective directors, officers, employees, attorneys, and agents (collectively, the "Exculpated Parties"), shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to any of our obligations with respect to FATCA, including, as applicable, reporting of information or withholding on any payments received or originated by you.

**B. Customer Obligations.** You are in the best position to determine your U.S. or foreign status, FATCA Chapter 4 status (as such term is defined in FATCA) and the status of your payees in connection with your Account (each, as applicable, “FATCA status”). Accordingly, you hereby agree to provide us with such documentation or information we may request or deem necessary (in our sole discretion) from time to time to comply with our obligations under FATCA, including, but not limited to, any one or more of the following:

- A true and correct withholding certificate (e.g., W-8BEN, W-8BEN-E, W-9, etc.) for your Account(s) or the payee;
- With respect to an Account held by or payee that is a FFI, a true and correct withholding certificate that identifies the FFI as a participating FFI (“PFFI”), deemed-compliant FFI, registered deemed-compliant FFI, certified deemed-compliant FFI or such other FATCA classification applicable to such FFI;
- With respect to an Account held by or payee that is a FFI required to obtain a Global Intermediary Identification Number (“GIIN”), documentary evidence that the FFI has registered with the IRS and obtained a valid GIIN;
- With respect to an Account held by or payee that is a non-financial foreign entity (“NFFE”) or an exempt beneficial owner, a true and correct withholding certificate identifying the Account holder or payee as an excepted NFFE, passive NFFE or an exempt beneficial owner. Examples of excepted NFFEs, include, but are not limited to: publicly traded companies, affiliates of publicly traded companies, non-profits, and active NFFE (means a foreign business whose passive income is less than 50% of gross income). Examples of exempt beneficial owners, include, but are not limited to: any foreign government, any political subdivision of a foreign government, or any wholly owned agency or instrumentality of any one or more of the foregoing; foreign central bank of issue (e.g., such banks are generally the custodian of the banking reserves of the country, Helm for International Settlements, etc.); governments of U.S. Territories; and certain retirement funds;
- Any other written documentation or certification reflecting the nature of payment (i.e., showing it is not a withholdable payment under FATCA) or the FATCA status of the payee consistent with the provisions of the Code and/or regulations promulgated under FATCA;
- Documentary evidence regarding the nature of the payment as not U.S. source fixed, determinable, annual, periodical income (“FDAP”) or U.S. source gross proceeds, as those terms are defined in FATCA;
- A certificate of residence issued by an appropriate tax official of the foreign country claimed by you or the payee as the country of residence that indicates that such party has filed its most recent income tax return as a resident of that country;
- With respect to an individual, valid identification issued by an authorized government body (for example, a government or agency thereof, or a municipality), that is typically used for identification purposes;
- With respect to an Account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a Qualified Intermediary agreement (a “QI Agreement”), any of the documents other than a withholding certificate referenced in the jurisdiction’s attachment to the QI agreement for identifying individuals or entities;
- With respect to an entity, any official documentation issued by an authorized government body (for example, a government or agency thereof, or a municipality);
- For a payment made with respect to an offshore obligation to an individual, a third-party credit report;
- With respect to an entity other than a PFFI or registered deemed-compliant FFI, any organizational document (such as articles of incorporation or a trust agreement), financial statement, third-party credit report, letter from a government

agency, or statement from a government Web site, agency, or registrar (such as an SEC report) depending on the FATCA status of the entity; or

- A letter from an auditor or attorney with a location in the U.S. that is not related to the withholding agent or payee and is subject to the authority of a regulatory body that governs the auditor's or attorney's review of the FATCA status of the payee, any bankruptcy filing, corporate resolution, copy of a stock market index or other document depending on the FATCA status of the payee.

In the absence of the provision of the information/documentation summarized above (i.e., U.S. or foreign status, FATCA status and the status of your payees in connection with your FATCA status), we may be required under FATCA to withhold thirty percent (30%) on payments to or from your Account(s).

- C. Due Diligence Obligations.** We shall perform due diligence in order to determine if you are a U.S. person. Further, we may ask you questions with respect to your U.S. Tax payer status and will require you to complete a W-9 or W-8, as applicable. In addition, we will inquire as to the nature of your payments (foreign and domestic), the payee, and/or the status of the foreign beneficiary bank/financial institution in order to comply with our obligations under FATCA.
- D. FATCA Withholding.** In the event that we are unable to determine that a payment made to or from your Account is subject to withholding under FATCA or you have not met your obligations as summarized above, you hereby acknowledge and agree that we may, in our sole discretion, withhold thirty percent (30%) of the gross amount of such payment.
- E. Reporting.** As a USFI, Helm must report to the IRS certain information about certain non-financial foreign entities with substantial U.S. owners and payments made to nonparticipating FFIs. To the extent you fall in one of these categories or you fail to cooperate with Helm in confirming your FATCA Status, you hereby authorize the Helm to report such information (including, without limitation, your name, tax identification number, address, Account number, Account balance and information on payments made to you) to the IRS or the designated governmental authority in an intergovernmental agreement (if applicable) and hereby waive any rights you may have under applicable law with respect to the confidentiality or privacy of such information.
- F. Change in Circumstances.** For purposes of FATCA, a "change in circumstances" in your status has occurred if such change results in the addition or modification to information (e.g., U.S. indicia that is not otherwise cured by documentation on file and that is relevant to your FATCA Status claimed) relevant to a person's claim of foreign status or otherwise conflicts with such person's FATCA Status. A change in circumstances affecting the withholding information provided to us, will terminate the validity of the withholding certificate (i.e., W-8 or W-9) with respect to the information that is no longer reliable, until the information is updated. Accordingly, you have an obligation to notify us of a change in circumstances. If a change in circumstances makes any information on a withholding certificate or other documentation unreliable or incorrect, you must notify us within thirty (30) days of such change and furnish a new withholding certificate together with such documentary evidence we may require in our sole discretion to verify the validity of the information or documentation you have presented.
- G. Closing of Account; Suspension of Services.** Closing of Account; Suspension of Services. To the extent you fail to comply with your obligations in this Paragraph 17, we may, at our sole discretion, close your Account or suspend any services provided by us in connection with your Account in accordance with Paragraph 15.

## **18. COLLECTION AND RETURN OF DEPOSITS**

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

We can deduct the amount of the deposited or cashed item from your Account (or any other Account you maintain with us.) We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your Account is not sufficient to cover the

amount we hold or deduct and your Account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item. We may place a hold on or charge your Account for any check or other item deposited into your Account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your Account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

We may deduct the amount of an electronic payment credited to your Account (e.g., direct deposit) that is reversed. We can deduct the amount from any Account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

## **19. FUNDS AVAILABILITY POLICY**

### **A. General Policy**

At Helm, we take the trust you have placed in us as your banker very seriously. Therefore, we attempt to provide you with the earliest funds availability consistent with our need for sound banking practices. It is also designed to protect Helm from unjustified risk of loss through dishonored and returned checks. Our policy is to be in accordance with Regulation CC or other applicable Federal regulation on the availability of funds on your cash, check deposits and Electronic payments. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written except as provided herein. However, Helm may choose to give early availability funds (same day availability) on some transactions. Remember that even after we have made funds available to you, you are still responsible for any returned items charged to your Account.

### **B. Determining the Availability of a Deposit**

The length of the delay is counted in Business Days from the day of your deposit. Every day is a business day except Saturdays, Sundays, holidays, and any other day financial institutions in Miami, Florida, U.S. are not open for business. If you make a deposit before 4:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. The length of the delay varies depending on the type of deposit and is explained below.

### **C. Same Business Day Availability**

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

- Cash, when presented in person to one of our Associates.
- Wire transfers, including pre authorized credits, such as social security benefits and payroll checks.

### **D. Next Business Day Availability**

Funds from the following deposits are available for withdrawal on the first (1st) Business Day after the day of your deposit (for example, if you deposit any of these items on Monday before 4:00 pm E.T., funds will be available on Tuesday).

- U.S. Treasury checks that are payable to you.
- State and local government checks that are payable to you.



- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home loan bank checks and postal money orders, if these items are payable to you.
- Checks drawn on Helm.
- The first \$275.00 or the total amount of the deposit if it is less than \$275.00.

#### **E. SECOND BUSINESS DAY AVAILABILITY**

- If you do not make your deposit in person to one of our Associates (for example, you mail the deposit) funds will be available on the second (2nd) Business Day after the day of your deposit (for example, if you mail a cashier's check that we receive Monday evening, those funds will be available on Wednesday).
- The remaining funds from the first \$275.00 from a deposit of other checks will be available on the second (2nd) Business Day after the day of your deposit. (Other checks may be subject to longer hold periods as specified below).

Note: The Board of Governors amended the routing number guide to next day availability checks and local-checks in Regulation CC. Subsequently, there will only be a single check-processing region for Regulation CC purposes and there will no longer be any checks that are non-local. All checks drawn in the U.S. should have two (2) days hold.

#### **F. LONGER DELAYS MAY APPLY**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- New Accounts.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will 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. They will generally be available no later than the seventh (7th) Business Day after the day of your deposit. If you need the funds from a deposit right away, you may ask us when the funds will be available for withdrawal.

#### **G. HOLD OF OTHER FUNDS**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Such funds will be available at the time funds from the check we cashed would have been available if you had deposited such check. If we accept for deposit a check that is drawn on another bank, we may have funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time funds would have been available if you had deposited the funds directly into the Account

## H. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new Customer, the following special rules will apply during the first thirty (30) days your Account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 (1st) Business Day after the day of your deposit, if the deposit meets certain conditions. Funds from deposits of checks drawn on Helm will be available on the first business day after the day of your deposit. If you do not make your deposit in person to one of our associates (for example, you mail the deposit) funds will be available on the second (2nd) Business Day after the day of your deposit. The remaining balance exceeding \$5,525 will be available on the fifth (5th) Business Day after the day of your deposit.

## I. AVAILABLE BALANCE CALCULATION

Your available balance is calculated as follows:

<b>Collected Balance</b>	Ending daily balance from the prior business day's nightly processing.
(-) Holds	Subtract funds that have been placed on hold.
(+) Deposits	Add pending deposits that are immediately available.
(-) Withdrawals	Subtract pending withdrawals that have been authorized or have not yet been processed.

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### **Available Balance**

## 20. ENDORSEMENTS

Helm may, at its discretion, accept any item endorsed for deposit to an Account and such endorsements may be made manually, with type, by stamp, or otherwise; and any such endorsement will be treated as genuine in all respects and as warranting and guaranteeing all prior endorsements thereon. Payment of an item will be rejected, unless specifically accepted for deposit by Helm, if it is endorsed in pencil, if improperly prepared, if illegible or if the item contains a double endorsement. Any item payable to a Customer may be deposited in and credited to an Account without being endorsed by the payee(s) if the Account title is in the same name as the payee. Helm shall have no liability to you in connection with delays or errors in the return of any item deposited to an Account when the error or lateness is caused by markings on the item made by or on behalf of Customer or a prior endorser in the area of the item reserved for the depository bank endorsement.

It is policy of Helm not to accept checks for deposit with double endorsements. The designated Bank officer must approve any exception to policy.

## 21. SUBSTITUTE CHECKS

When you draw a check on an Account, you may receive back from us a substitute check instead of the original check. Similarly, when you deposit a check in an Account, if the item is not paid you may receive from us a substitute check instead of the original.

What is a substitute check? To make check processing faster, federal law permits Helm 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 your rights regarding substitute checks? A consumer is an individual who either draws a check on, or deposits a check

into, or cashes a check against, an Account used primarily for personal, family, or household purposes. If you are a consumer, 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 \$2,500.00 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) no later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How do you 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 our Operations Department. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- 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 and the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check, your Account number and the date of the check.

Unless we specifically permit you to do so, at our sole discretion, you may not deposit in an Account any substitute check that has not been created or previously transferred/presented for payment by a bank (12 U.S.C. § 5002(2)) in the U.S. check collection process. This means that, unless we enter into a specific agreement with you to do so, you cannot deposit in an Account, among others, a substitute check that is created by: (a) an individual; (b) a nonbank entity; or (c) a foreign bank outside the U.S. check collection process.

## **22. PAYMENT OF ITEMS**

Helm may, at its discretion, refuse payment of, and return as unpaid, any item drawn on an Account if the balance of collected funds in the Account is insufficient to pay the total amount of such item, and a service fee will be charged against the Account for the processing and return of the item. Helm may, in its discretion disregard any information on a check presented for payment on your Account other than the signature(s) of the drawers, the identification of the drawee bank, the payee, the amount, the date and the information that appears in the MICR line. Customer agrees to be liable for any damages suffered by Helm as a result of any other information written on the face or back of any check. Helm accepts no responsibility for the payment of items which are presented the same Business Day on which deposits are made to an Account, unless there is already a sufficient balance of collected funds in the Account to pay the total amount of such item. Payment of an item may be refused by Helm, at its sole discretion, if the item is written in pencil, illegible, improperly prepared, stale or post-dated, presented beyond the date of payment, contains a double endorsement or is not negotiable for any reason.

### **23. RESTRICTIONS OR NOTATIONS ON CHECKS**

We are not bound by restrictions or notations, such as “void after six months,” “void over \$50,” or “payment in full.” When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

### **24. AUTOMATED CLEARING HOUSE (ACH) / DEBITS AND CREDITS**

From time to time, originators that Customer authorizes may send automated clearinghouse (“ACH”) credits or debits for Customer’s Accounts. These ACH transactions may include transactions that Customer may initiate by check but which a merchant or other payee converts to an electronic debit whether the check is presented at the point of sale or mailed to a merchant or other payee. For each ACH transaction, Customer agrees that the transaction is subject to the National Automated Clearing House Association (“NACHA”) Operating Rules and any local ACH operating rules then in effect. Customer agrees that we may rely on the representations and warranties contained in these operating rules and either credit or debit your Account, as instructed by the originator of the ACH transaction. Customer should avoid sharing Customer’s Account number with third parties to help prevent unauthorized transactions on Customer’s Accounts. Customer must notify us immediately of any unauthorized activity occurring in the Customer’s Account(s).

The following terms apply to payments to or from your Account that are transmitted through an ACH:

- Your rights as to payments to or from your Account will be based upon the laws governing your Account.
- Credit given by a receiving bank to its customer for a payment from your Account is provisional until final settlement has been made or until payment is considered received under the laws governing your Account.
- If payment is made to your Account and Helm does not receive final settlement or payment is not received under the laws governing your Account, you will not be considered to have received payment and Helm will be entitled to reimbursement from you for that payment.
- You hereby authorize any originating depository financial institution to initiate pursuant to ACH operating rules, ACH debit entries to your Account for electronic presentment or re-presentment of items written or authorized by you.
- Unless Helm has otherwise agreed in writing, we will notify you of funds debited or credited to your Account through the Statement (as defined below) covering the period in which the transaction occurred. Helm is under no obligation to provide you with any additional notice or receipt.

### **25. AUTOMATED CLEARING HOUSE (ACH)/STOP PAYMENT ORDERS**

From time to time, Helm may receive ACH debits to Customer’s Account from senders Customer previously authorized to debit Customer’s Account. Customer may ask Helm to stop payment on a future ACH debit to Customer’s Account if the item has not already been paid (an “ACH Stop Payment”). Customer is responsible for notifying Customer’s sender that Customer has revoked Customer’s previous authorization for ACH debits. For an ACH Stop Payment order, Helm also needs information such as: Customer’s name and telephone number and the type of Account (demand deposit, money market, etc.). Helm may also need the date on which a prior ACH debit from this sender was posted to the Account so that Helm can obtain the sender name and sender identification number used by the Customer’s sender and printed on Customer’s statement. Otherwise, Customer must provide Helm with the company name and company identification number.

A request for ACH Stop Payment for a Consumer Account will remain effective until the earlier of: (a) the withdrawal of the stop payment order by the Customer; or (b) the return of the debit entry, or where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries. A request for

ACH Stop Payment for a Non-Consumer Account will effective until the earlier of: (a) six (6) months from date the Stop Payment was requested; (b) the withdrawal of the stop payment order by the Customer; or (c) the return of the debit entry, or where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.

An ACH Stop Payment for a preauthorized ACH debit must be made at least three (3) Business Days prior to the scheduled debit date. Helm requires your name and the Account number associated with the preauthorized ACH debit, and the exact: Name of the payee, the exact payment amount and scheduled debit date.

To the extent permissible under applicable NACHA or ACH rules, renewals of ACH Stop Payments may be granted in Helm's sole discretion. Each renewal is treated as a new ACH Stop Payment order. If Customer wants the ACH Stop Payment order to expire in less than six months, Customer must cancel the ACH Stop Payment order on or before the date Customer wants it to expire. Customer's request to cancel the ACH Stop Payment order is not effective until Helm has a reasonable opportunity to act on it. Helm will cancel the ACH Stop Payment order automatically when the Account on which the item is drawn is closed. To the extent permissible under applicable NACHA or ACH rules, no ACH Stop Payment request, nor the renewal or revocation thereof, shall be valid or effective unless it: (a) is in writing and is signed by Customer (or if more than one Customer, any one of them) or any Authorized Person on the particular Account, (b) specifies the Account number and the date and amount of the ACH debit (Helm may also require the name of the person who authorized the ACH debit and the name of the party to whom the ACH debit was made payable), and (c) is delivered to Helm Office on a Business Day during regular Business Hours with sufficient time to provide Helm with the opportunity to act. Helm may also need the date the prior ACH debit from the sender was posted to the Account so that Helm can obtain the sender name and sender identification number. Otherwise, Customer must provide Helm with the sender name and sender identification number.

## **26. DEBIT/ATM CARD(S)**

You may request a Debit/ATM Card by submitting to Bank a completed Personal Account Application or Debit/ATM Card Request Form. Upon approval by Helm, a Debit/ATM Card will be delivered to you. With your Debit/ATM Card, you will be able to withdraw funds from your Account. You may use your Debit/ATM Card at participating ATMs and for point-of-sale transactions to purchase goods or services with merchants that accept VISA® Cards. The ATM service provider may assess ATM fees. For information regarding the participating ATM networks, please contact Helm.

You should securely protect your Debit/ATM Card and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the Debit/ATM Card and is responsible for maintaining confidentiality of the PIN. Memorize the PIN. Never write the PIN on the ATM/Debit Card or share it with anyone, including our employees. Never allow anyone else to use the Debit/ATM Card or PIN. If the Debit/ATM Card or PIN are given to another person, the Account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the ATM/Debit Card or PIN. Notify us immediately if the Debit/ATM Card is lost or stolen, or is no longer secure.

Fees: See our separate Product, Service & Fee Schedule (<https://helmbankusa.com/disclosures>).

## **27. LARGE CASH WITHDRAWALS**

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide reasonable advance notice to ensure we have sufficient cash on Hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

## **28. STATEMENTS OF ACCOUNT**

Helm will mail, send electronically, or otherwise make available to you an Account statement reflecting your Account activity for each monthly statement period. Helm will do the same with notices.

Helm is authorized and directed to mail for each Account (except Certificate of Deposits), to your last known address and at the close of each accounting period for the particular Account (as determined by Helm from time to time), a statement pertaining to the Account activity for the preceding accounting period, unless Helm is directed by you in writing to place the Account subject to a Hold Mail arrangement (see Paragraph 39) or E-Statement arrangement (see Paragraph 29). Helm will also send confirmations on your Certificate of Deposits (“Confirmations”) unless your Accounts are subject to a Hold Mail arrangement or E-Statement arrangement.

Helm shall have no liability for the safe delivery of Statements/Confirmations and accompanying items and documents mailed to Customer. If any Statements/ Confirmations are returned to Helm because of an incorrect address, Helm may stop sending Statements/Confirmations to you until the address is rectified by Customer.

You agree to exercise reasonable care by promptly examining each statement and all accompanying items and documentation upon receipt, and promptly reporting to Helm any problem, irregularity or error in the Statements/Confirmations or in the Account, and particularly, any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account. Because you are in the best position to detect problems, irregularities or errors of account, unauthorized signatures, endorsements or alterations of items, Customer shall be fully precluded from asserting any dispute or difference as to a Statement/Confirmation and from asserting any claim or cause of action against Helm for any payment, withdrawal, debit or transfer described in a Statement/Confirmation or evidenced by any of the accompanying items or documentation if: (a) you fail to exercise reasonable care in delivering written notice to Helm at Helm Office of any alleged problem, irregularity or error within twenty (20) calendar days after the Statement/ Confirmation, items or documentation shall have been mailed or made available to Customer, whichever is earlier, or (b) the item was forged so cleverly (as by unauthorized use of facsimile machine or otherwise) that the forgery or alteration could not be detected by a Helm employee. If you fail to provide such notice, you shall also be precluded from asserting against Helm any unauthorized signatures or alterations by the same wrongdoer on items paid by Helm after the time period mentioned above lapsed, but before Helm receives notice. You shall not be relieved of this obligation by reason of the fact that the Statement/Confirmation and accompanying documentation have been placed on Hold Mail; Customer being under an affirmative obligation to retrieve such Statement/Confirmation and accompanying documentation at Helm Office on the date that the Statement/ Confirmation and documentation are customarily sent or made available, and to review them within the twenty (20) calendar day period specified above. Similarly, you shall not be relieved of this duty by reason of the fact that any Statement/ Confirmation and accompanying items or documents were not received or made available to you, unless you shall notify Helm in writing thereof within twenty (20) calendar days from the date they are customarily sent or made available.

## **29. E-STATEMENTS**

You may elect, in writing, to instruct Helm to make monthly Statements of Account (and copies of checks) and the Confirmations of Certificate of Deposits available to you exclusively in electronic form (collectively “E-Statement(s)”) via our online banking platform (“HelmlnOne”). You understand that by electing to receive E-Statements, you will not receive any Statements/Confirmations or copies of checks, except as otherwise provided herein. Notwithstanding the foregoing, Helm shall have the right, at its sole discretion, should it deem it necessary or advisable in order to protect, maintain and/or assert any rights of Helm in regards to you, the Account(s) or any of your transactions with Helm, or for any other reason, to mail, send and/or deliver any Statements/Confirmations as well as checks, items, debit memos, and/or credit memos in printed form to you at your last known address appearing in Helm’s records.

You expressly agree and acknowledge that by electing to utilize E-Statements you are not relieved of your obligation to carefully review and examine each E-Statement immediately upon receipt, and to promptly report to Helm any problem, irregularity or error in any E-Statement or in any items or documents accompanying same, and particularly any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account(s), pursuant to Paragraph 28 of this Agreement. You agree and acknowledge that you are under an affirmative obligation to access and review the E-Statement on the date that an E-Statement is customarily made available to you via HelmlnOne. Except as otherwise required by law, Helm shall have no obligation whatsoever to notify you about the availability of any E-Statement posted by Helm hereunder. Helm may terminate

the E-Statement arrangement at any time.

**FOR CONSUMER ACCOUNTS ONLY:** You agree and acknowledge, as set forth in Paragraph 28 of this Agreement, that you shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against Helm for the payment of any item listed or evidenced by any E-Statement, unless Helm receives written notice from you of the alleged problem, irregularity or error within sixty (60) days of the date that such E-Statement is made available to you.

Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to you via HelminOne, unless Customer notifies Helm, in writing, of the non-availability of such E-Statement within sixty (60) days of the date the E-Statement is customarily made available.

**FOR NON-CONSUMER ACCOUNTS:** You agree and acknowledge, as set forth in Paragraph 28 of this Agreement, that you shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against Helm for the payment of any item listed or evidenced by any E-Statement, unless Helm receives written notice from you of the alleged problem, irregularity or error within twenty (20) days of the date that such E-Statement is made available to you.

Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to you via HelminOne, unless Customer notifies Helm, in writing, of the non-availability of such E-Statement within twenty (20) days of the date the E-Statement is customarily made available.

### **30. RETURNED STATEMENTS**

Your Account statements or notices will be considered unclaimed or undeliverable if:

- Two or more Account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your Account statement is available for online viewing and we receive email notifications that our message is undeliverable.
- In either event, we may.
- Discontinue sending Account statements and notices, and
- Destroy Account statements and notices returned to us as undeliverable

We will not attempt to deliver Account statements and notices to you until you provide us with a valid postal or electronic address.

### **31. ADVERSE CLAIMS**

An adverse claim occurs when:

- Any person or entity makes a claim against your Account funds,
- We believe a conflict exists between or among your Account's owners, or
- We believe a dispute exists over who has Account ownership or authority to withdraw funds from your Account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your Account,
- Honor the claim against your Account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your Account until we believe the dispute is resolved to our satisfaction.
- Close your Account and send a check for the available balance in your Account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any Account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

### **32. INSUFFICIENT FUNDS/OVERDRAFTS**

If the balance of collected funds in an Account is insufficient to pay an item or items drawn by you thereon, we will not be required to pay such item(s), but you agree to pay a service charge for the processing and return of the item(s). If we, at our sole discretion, agree to pay such item, we may deduct an overdraft charge from the Account ("Overdraft Charge"), and you agree to pay the overdraft balance and the Overdraft Charge within five (5) calendar days from the date of the overdraft. In order to provide funds with which to pay an item presented for payment on an Account, or to cover an overdraft in an Account we may, at our sole discretion, transfer funds from one Account of yours to another Account of yours, regardless of whether either Account is joint or single and/or a Demand Deposit, Money Market or a Certificate of Deposit Account; however, in the absence of a specific written agreement to the contrary with you, Helm shall be under no obligation to provide funds from another Account. You may specifically request in writing, in the appropriate form provided by Helm, that Helm grant you, subject to such terms and conditions we deem appropriate, a credit facility whereby you will be permitted from time to time to overdraft a specified Account up to a specified aggregate maximum amount not to be exceeded at any one time ("Overdraft Facility").

We will charge an Overdraft Fee (may also be referred to as Insufficient Funds Fee) during nightly processing for any paid transaction posted on a business day when your account is overdrawn. If we return a transaction, we will not charge a fee. We will not charge an Overdraft Fee for a transaction that may have been previously returned unpaid if it is later paid against an overdrawn balance. Special rules for everyday debit card transactions are described in the Electronic Funds Transfer Service Terms. Refer to your product information and Fee Schedule for information about what fees apply and how fees are calculated for your account. We may limit the number of Overdraft Fees we charge for a business day.

### **33. PROHIBITED PLEDGE OR ENCUMBRANCE**

You cannot pledge and/ or encumber an Account or any interest therein without the prior written consent of Helm, which must be obtained after reasonable written notice has been given to Helm of such intended pledge or encumbrance. Any such pledge and/or encumbrance must be effectuated through a written instrument acceptable to Helm in form and substance. You cannot transfer legal or beneficial ownership of an Account without our consent except as a result of death, bankruptcy, divorce, marriage, incompetency, or judicial attachments. No transfer or assignment of an Account shall be valid unless notice of the assignment has been given to Helm in written form satisfactory to Helm, and then only after Helm has given written approval and has had reasonable time to record the transfer or assignment on its books and records. In general, it is not the policy of Helm to allow transfers or assignments of Accounts.

### **34. STOP OR HOLD PAYMENTS**

You may request in writing the stop payment of an item, or the conditional hold payment (until its date) of a "post-dated" item, if the item has not already been paid (hereinafter collectively a "Stop Payment"). No Stop Payment request, nor the renewal or



revocation thereof, shall be valid or effective unless it: (a) is in writing and is signed by Customer (or if more than one Customer, then any one of them) or any Authorized Person on the particular Account, (b) specifies the Account number and the number, date, amount and payee of the check, and (c) is delivered to Helm Support via e-mail at support@helmbankusa.com on a Business Day during Business Hours with sufficient time to provide Helm with the opportunity to act. A Stop Payment received by Helm during Business Hours will be posted to the Account after the close of Helm's Business Day. If the Stop Payment is received after 4:00 p.m. ET, the Stop Payment will be posted on the next Business Day.

A request for Stop Payment will be effective for a maximum period of six (6) months, but a renewal may be requested in writing prior to the expiration of the six (6) month period. Renewals may be granted at Helm's sole discretion. Each renewal is treated as a new Stop Payment order. If Customer wants the Stop Payment order to expire in less than six months, Customer must cancel the order on or before the date Customer wants it to expire. Customer may cancel the Stop Payment order in writing. Customer's request to cancel the Stop Payment order is not effective until it is received by Helm and Helm has had a reasonable opportunity to act on it. Helm will cancel the Stop Payment order automatically when the Account on which the item is drawn is closed. If the item is presented for payment after the Stop Payment request expires, Helm may pay the item.

If Helm pays an item for which a valid and effective Stop Payment request was received, Helm will not be liable to you for any indirect or consequential damages. You agree not to hold Helm responsible if the item is paid because of misidentification so long as Helm has followed its usual procedures for handling a Stop Payment order. By requesting a Stop Payment, you agree to: (i) reimburse us for any loss that results from nonpayment of the check; (ii) cancel the Stop Payment promptly and in writing if the check is destroyed or otherwise taken out of circulation; (iii) notify us in writing before you issue a replacement for the check; and (iv) write on the face of the new check the word "Replacement" and a number and date different from that of the original check.

### **35. STALE-DATED, POST-DATED AND OTHER CHECKS**

If a stale-dated check (that is, one that is more than six months old) is presented for payment against an Account, we may pay the check or return it at our sole discretion. Furthermore, if a post-dated check is presented for payment against an Account or a Check is presented which contains an expiration date, we may pay the check or return it at our sole discretion. This provision will apply to any check, which contains an expiration date, including, a check, which contains a legend on the face of the check stating: "Void after [any specified date or time period]." It is your duty to notify Helm in writing of your issuance of any postdated check prior to its presentment for payment, giving a complete description of the item, including the payee, the date, the check number, and the amount of the check; in the absence of such written notice, Helm shall not be liable for paying any post-dated check before the date written on the check, or in the case of a check with an expiration date, after its expiration date. A charge may be made for each such item issued by the customer.

### **36. ONLINE BANKING SERVICES ("HELMINONE")**

Your access to and use of the products and/or services offered by Helm through HelminOne shall be governed by HelminOne Online Banking Agreement (<https://helmbankusa.com/disclosures>).

### **37. ELECTRONIC COMMUNICATIONS**

If you have elected to authorize Helm to act upon electronic communications, then this Paragraph shall apply to any communications (other than Payment orders governed by Paragraph 36 of this Agreement) which are transmitted by telephone facsimile, or other electronic means to Helm by you or by any person representing himself to be any of you or to be an authorized representative of yours (all such communications to which this Paragraph applies being referred to as "Electronic Communications"), including without limitation any such communications regarding deposits or regarding transfers or withdrawals of funds, securities, or other assets to or from any of your Accounts, as well as instructions requesting the issuance of letters of credit (or amending, or waiving discrepancies under, letters of credit) and instructions requesting loans or concerning the purchase or sale of foreign exchange, certificates of deposit, securities, or other assets. Notwithstanding any other provisions of this Agreement, of the Account Application, or any related agreements or documents, Helm may elect, in its sole and absolute

discretion and on a case-by-case basis, to comply or refuse to comply with any instruction or request of yours that is governed by this Paragraph. Furthermore, if Helm so elects, in its sole and absolute discretion and on a case by case basis, it may, rather than simply refusing to comply with an Electronic Communication: (a) comply therewith in part only; (b) delay in complying therewith (in whole or in part) until additional information is received by Helm; or (c) take such other action as, in Helm's sole judgment, may be advisable to give effect or attempt to give effect to such Electronic Communication as Helm understands it. Notwithstanding any oral acceptance of any Electronic Communication by any officer, employee, or agent of Helm, Helm may, for any reason or without cause, elect to reject any such Electronic Communication in whole or in part. Helm is hereby authorized and directed by you to respond to any inquiry made by Electronic Communication relating to the status of any Account of yours. The authorizations and any restrictions contained in this Section shall continue in effect until Helm receives, and has the opportunity and sufficient time to act upon, written notice of your decision no longer, to transmit any Electronic Communications to Helm. Helm may, in its discretion, require additional documentation from corporations, partnerships and any other organizations electing to be subject to this Section. You hereby acknowledge that, if Helm elects to act upon an Electronic Communication, Helm does so as an accommodation to you. Therefore, Helm may elect to accept an Electronic

Communication or purported Electronic Communication that it believes to be genuine, and Helm shall in no event whatsoever have any liability to any Customer or to any third parties as a result thereof; and each Customer hereby agrees to indemnify Helm, its affiliates and their respective agents, officers, directors, employees, attorneys, successors and assigns (collectively, the "Indemnified Parties") with respect to all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including any attorneys' fees, whether incurred at trial, on appeal, or without litigation) which may result from any actions at any time taken in response to any purported Electronic Communications, whether or not such purported Electronic Communications are genuine and whether or not authorized by you. For more information regarding Electronic Communications, please refer to the E-SIGN ACT DISCLOSURE STATEMENT.

### **38. ELECTRONIC FUNDS TRANSFERS**

The following terms and conditions shall, at all times, govern all funds transfer transactions effectuated by you through any of your Accounts at Helm (except for those payments effectuated by check or drafts) as well as all funds transfers received by any of your Accounts at Helm (except for check or draft deposits). The provisions of this Paragraph shall not apply to funds transfers initiated through HelmlnOne, which shall be governed by HelmlnOne Online Banking Agreement. Unless Helm has otherwise agreed in writing, we will notify you of funds debited or credited to your Account through the Statement covering the period in which the transaction occurred. Helm is under no obligation to provide you with any additional notice or receipt.

#### **A. Definitions**

In addition to the terms defined elsewhere in this Agreement, the terms used in this Paragraph 38 shall have the meaning assigned to them under Article 4A of Florida's Uniform Commercial Code (Chapter 670, Florida Statutes), or if none, by Federal Reserve Board Regulation J.

#### **B. Disclaimers**

UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, NOTHING SET FORTH HEREIN SHALL OBLIGATE HELM TO ACCEPT AND EXECUTE A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF; AND HELM SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF, UPON ITS EXECUTION THEREOF. HELM SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN A PAYMENT ORDER, AND CUSTOMER CONFIRMS THAT THE SECURITY PROCEDURE (HEREINAFTER DESCRIBED) IS NOT DESIGNED TO DETECT ERRORS.

FOR CONSUMER ACCOUNTS (ACCTHOLDERS RESIDING IN THE U.S. ONLY): For more information regarding Helm's Error Resolution procedures regarding Electronic Funds Transfers in consumer Accounts, please refer to Helm's Notice titled "ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS (FOR CONSUMER ACCOUNTS (ACCTHOLDERS RESIDING IN THE U.S. ONLY))" included in this brochure. For more information regarding Helm's error

resolution and cancellation procedures that apply to international remittance transfers, within the meaning given to such term in Subpart B of Regulation E (the "Remittance Rule") issued by the Consumer Financial Protection Bureau, please refer to the Bank's Notice titled: "ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT (For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only)."

If you are a consumer Accountholder that is not a resident of the U.S., refer to ERROR NOTIFICATION FOR NON-U.S. CONSUMER ACCOUNTHOLDERS included in this brochure below.

### **C. Types of Available Transfers**

Indicated below are the types of Electronic Fund Transfer (EFT) that Helm is capable of handling, some of which may not apply to your Account. Helm provides a variety of EFT deposit Account services. These include all transfers resulting from debit cards, ATM cards, electronic payment and credit and transfers. In conjunction with the use of these EFT services, Helm may issue the Customer an access device, which may be a card, code or other means of accessing your Account to initiate EFT's.

Automated Teller Machines (ATMs) & Debit Cards - The Customer may use the Card to perform the following services:

#### **Helm ATM Card**

- Helm ATM card can be used to make cash withdrawals at an ATM in accordance with daily withdrawal limits.
- Daily cash withdrawal limit of \$505.00 U.S. dollars.
- Maximum of three withdrawals per day.
- Make cash withdrawals from checking, savings and money market Account(s), which may not exceed your daily authorization, limit.
- Obtain Account balances of your deposit Accounts.

You can use your Helm ATM Card to make withdrawals in a foreign country. Money will be dispensed in local currency. An International Service Assessment ("ISA") fee of 1% will be applied to each international transaction (which is a transaction occurring in any country outside the United States, Puerto Rico or the U.S. Virgin Islands), regardless of whether foreign currency is converted. Whether or not a transaction is subject to the ISA is determined by the merchant.

#### **VISA® Debit Cards**

- Helm VISA® Debit card can be used to make purchases and cash withdrawals in accordance with daily limits.
- Daily ATM withdrawal limit of \$505.00 U.S. dollars.
- Maximum of three withdrawals per day.
- You may access your checking or money market Account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or form a participating financial institution, and do anything that a participating merchant will accept.
- Daily purchase limit of \$1,500.00 U.S. dollars per day.
- You can use your VISA® Debit Card to make purchases in a foreign country. For cash withdrawals, money will be dispensed in local currency. An International Service Assessment ("ISA") fee of 1% will be applied to each international transaction (which is a transaction occurring in any country outside the United States, Puerto Rico or

the U.S. Virgin Islands), regardless of whether foreign currency is converted. Whether or not a transaction is subject to the ISA is determined by the merchant.

#### **Point Of Sale Transactions**

- Purchase goods and services from merchants and ATMs who have agreed to accept the Customers card as a means of payment.
- Withdraw cash in conjunction with a purchase of goods and services if permitted by the merchant.
- Other
- In addition to the services listed above, you may use your card to purchase goods and services from merchants who accept your card as a means of payment. Purchases may not exceed the daily purchase maximum.

#### **D. EFT'S Initiated by Third Parties**

The Customer may authorize a third party to initiate electronic funds transfers between their Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by the Customer. These transfers may use the ACH or other payments network. The Customer authorization to the third party to make these transfers can occur in a number of ways. In some cases, the Customer authorization can occur when the merchant posts a sign informing the Customer of their policy. In all cases, the transaction will require the Customer to provide the third party with the Customer Account number and bank information. This information can be found on your checks as well as on a deposit or withdrawal slip. Thus the Customer should only provide your bank and Account information (whether over the phone, the internet, or via some other method) to trusted third parties whom the Customer has authorized to initiate these electronic funds transfers. Examples of these include, but are not limited to:

- Preauthorized credits. The Customer makes arrangements for certain direct deposits to be accepted into their checking or savings Account(s). For example, the Customer authorizes their employer in writing to pay their paycheck through direct deposit to their Account. The Customer provides their employer with Account and routing number information to enable the employer to credit their Account. The transfers are processed electronically through ACH and the Account is credited for the amount of their paycheck each payday.
- Preauthorized debits. The Customer can make arrangements to pay certain recurring bills from their checking or savings Account(s). For example, the Customer can give advanced written authorization to companies that provide service to the Customer, to debit their Account electronically each month in the amount of their monthly bill.
- ACH, Preauthorized electronic fund transfer. The Customer can purchase goods from a merchant and provide the merchant with a voided check, which allows the merchant to capture routing, account and serial number information. The transaction is processed electronically through ACH, and the Customer's Account is debited for the purchase price of the goods. Another example is if the Customer sends a check to a merchant who bills the Customer on a periodic basis. The merchant uses the information on the check to process the payment electronically through ACH and the Customer's Account is debited for the bill.
- Electronic check conversion. The Customer may provide a check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use the information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when the Customer provides the check by other means such as by mail.

#### **E. EFT Limitations on Frequency and Amount**

There may from time to time be limits on the dollar amount of electronic fund transfers that the Customer can make. These limits are for security reasons and may change from time to time. There may be additional limitations elsewhere in this agreement. The Customer's ability to initiate transactions also may be limited by the terms of other agreements that the Customer might have with Helm or as described in other disclosures Helm might have made to the Customer, or by applicable law. The Customer agrees to abide by and be bound by all applicable limitations.

- The Customer may withdraw up to a maximum of \$505.00 per day – provided that there are enough funds in the Customer's Account with their ATM card and \$505.00 per day with their VISA® Debit Card.
- The Customer may purchase up to a maximum of \$1,500.00 worth of goods and services per day where a PIN is accepted, without a PIN the daily purchase limit is \$1,500.00, exclusive of ATM withdrawals – provided that there are enough funds in the Customer's Account.
- Transfers from Savings and/or Money Market Accounts to another Account or to third parties through preauthorized or automatic transfer, or telephone agreement, order or instructions, or by check, draft, debit card, or similar order may be limited to no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per monthly statement cycle.
- Transfers from a Savings Account to another Account or to third parties through preauthorized or automatic transfer, or telephone agreement, order or instructions, or by check, draft, debit card, or similar order may be limited to no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per monthly statement cycle.

#### **F. Financial Institution's Liability**

If Helm does not complete a transfer to or from the Customer's Account on time or in the correct amount according to Helm's agreement with the Customer, Helm will be liable for the Customer's losses or damages. However, there are some exceptions. Helm will not be liable, for instance:

- If through no fault of Helm, the Customer does not have enough money in their Account to make the transfer.
- If the Customer has an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where the Customer is making the transfer does not have enough cash.
- If the terminal or system was not working properly and the Customer knew about the breakdown when the Customer started the transfer.
- If circumstances beyond Helm's control (such as fire or flood) prevent the transfer, despite reasonable precautions that Helm has taken.
- If Helm has reasons to believe that a transaction has not been properly authenticated or is fraudulent.
- If the funds in the Customer's Account are subject to legal process or other encumbrance restricting the transfer.
- There may be other exceptions stated in Helm's agreement with the Customer.

Liability for failure to stop payment of preauthorized transfer – If you order us to stop one of these payments 3 business days or

more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **G. Confidentiality**

Helm will disclose information to third parties about the Customer's Account or the transfers the Customer make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of the Customer's Account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- To collect any debt that the Customer may owe to Helm or any of Helm's affiliates.
- In accordance with the Customers written permission.
- Is otherwise permitted by the terms of the Bank's Privacy Policy.

### **H. Unauthorized Transfers**

**Consumer Liability:** The Customers are responsible for any EFT transaction that the Customers make with their card and PIN. The Customer are also responsible for any EFT transaction made by someone else to whom the Customer has given their card or PIN.

Tell us AT ONCE if you believe your card or PIN has been stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). Also, if your monthly statement shows EFT transactions made with your card and PIN that you did not make (or give someone permission to make for you), tell us AT ONCE.

If you tell us within two (2) business days after learning that your card or PIN have been lost or stolen, the liability shall not exceed the lessor of \$50 or the amount of unauthorized transfers. If the consumer exceeds the two (2) business day limit, the Customers liability still will not exceed \$500.

If you do not notify us within sixty (60) days after we mail your statement covering the period in which an unauthorized transfer was made, you may be liable for up to the entire amount of any loss. If Helm would have been able to prevent a loss if you had notified Helm prior to the expiration of such sixty (60) day period, you will be liable for all such losses. Helm may, in its sole discretion, extend this time limit if we determine, in our sole discretion, that such a delay was for a good reason (such as a hospital stay).

Additional limits on liability for VISA® Debit Card. Unless the Customer has been grossly negligent or have engaged in fraud, the Customer will not be liable for any unauthorized transactions using their lost or stolen VISA® card. This additional limit on liability does not apply to ATM transactions or to transactions using the Customers Personal Identification Number, which are not processed by VISA®. VISA® is a registered trademark of Visa International Service Association.

Contact in Event of Unauthorized Transfer. If you believe your card and PIN has been lost or stolen or that someone has or may use them to withdraw money from your deposit Account without your permission, telephone the number or write to the address listed in this brochure, located under the Error Resolution Procedures For Electronic Transfer.

## **I. Payment Orders**

Payment orders for funds transfer transactions and the cancellation or amendment thereof (“Payment Order(s)”), shall be communicated to Helm only via telefax, E-Mail or through HelmlnOne or by original writing. Payment Orders must be sent to and received at Helm’s Office. Payment Orders must be received at Helm’s Office on a Business Day and before such cut-off time(s) as Helm designates from time to time for Payment Orders. Payment Orders not received on a Business Day or received after the designated cut-off time(s) shall not be processed by Helm until its next succeeding Business Day.

We reserve the right to process Payment Orders received by Helm from its various customers in such order as is determined by Helm, at its sole discretion. We further reserve the right to reject or delay its acceptance and/or execution of any Payment Order, which Helm determines, is unclear, incomplete or otherwise unsatisfactory to Helm. Helm will use its best efforts to provide you with written notice of its rejection of any Payment Order on or prior to the execution date of the Payment Order, using the same means of communication used by you to transmit the Payment Order to Helm; provided, however, that Helm shall not be liable to you for interest compensation as a result of its failure to give such notice. You agree that this procedure constitutes a commercially reasonable means of notice.

No Payment Order shall contain, and Helm shall have no duty or obligation to execute any Payment Order that contain any condition to its execution except that you may specify the date of payment.

If a Payment Order does not specifically designate the Account which is to serve as the source of payment of the Payment Order, any of your Accounts at Helm shall be an authorized Account for such Payment Order, if payment of the Payment Order from that Account is not inconsistent with any restrictions imposed by you on the use of that Account. Helm may condition its acceptance and/or execution of a cancellation or amendment of the Payment Order by any one or all of the following: (a) receipt of adequate information reasonably identifying the original Payment Order; (b) an indemnity or bond holding Helm harmless from any and all liability arising from Helm’s execution of the amendment; (c) Helm’s receipt of sufficient notice to provide it with a reasonable opportunity to act; and (d) compliance with the Security Procedure (hereafter described).

## **J. Authorized Persons**

Any person(s) who are authorized signors on the Account from which the funds transfer is to be effectuated shall be deemed an Authorized Person on such Account for a Payment Order.

## **K. Security Procedure and Verification**

HelmlnOne Online Banking Agreement (<https://helmbankusa.com/disclosures>) shall govern security procedures and verification to use the products and/or services offered by Helm through HelmlnOne.

You acknowledge that the sole purpose of the Security Procedure is to verify the authenticity of Payment Orders, and not to determine their accuracy. You are solely responsible for any duplication of Payment Orders and for the accuracy of the content of Payment Orders and their transmission to Helm.

Notwithstanding any provisions herein to the contrary, Helm may refrain from executing a Payment Order if Helm believes that it may not have been authorized by you or that there may be a security breach with respect to any Account(s) affected thereby.

## **L. Beneficiary and Intermediary**

You shall be solely responsible for correctly identifying the beneficiary’s account and beneficiary’s bank in each Payment Order. Furthermore, Helm may, at its discretion, require you to select and identify in a Payment Order, the intermediary bank(s) to be used in the funds-transfer. If you do not designate in a Payment Order the particular intermediary bank to be used by Helm in the funds transfer, Helm may choose in its sole discretion, the interbank to be used.

Helm shall rely exclusively upon the identifying number contained in a Payment Order for the intermediary or beneficiary's bank, as well as for the beneficiary's account. In the event of an inconsistency in a Payment Order between the name and identifying number of any intermediary or beneficiary's bank or beneficiary's account, you shall be solely and fully liable to Helm for any loss, damage, liability, expense and cost, including reasonable attorneys' fees, incurred by Helm as a result of such misdescription or inconsistency.

#### **M. Funds Transfer System**

You agree that Helm may use any means or routes, which we in our sole discretion consider suitable to execute your funds transfers. Funds transfers to or from your Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, and NACHA or any regional association. However, with respect to international remittance transfers, within the meaning given to such term in the Remittance Rule, to the extent of any inconsistencies between the above referenced rules and the provisions of the Remittance Rule, the provisions of Remittance Rule shall prevail. Notwithstanding anything to the contrary contained herein, the rights and obligations that apply to such transfers are set forth in the Remittance Rule and, as applicable, as set forth in Florida law.

#### **N. Restrictions**

You confirm that you have not communicated to Helm any restrictions and/ or limitations whatsoever relevant to Payment Orders, other than those specifically noted in each Payment Order. Notwithstanding the foregoing, no such restrictions and/or limitations shall be binding upon Helm unless Helm has previously agreed to them in writing.

#### **O. Record of Telephonic or Other Instructions and Communications**

Helm may (but is not required to) record, electronically or otherwise, any communications, instructions, and other discussions between you and Helm that relate to the issue of past, present, or future funds transfers affecting your Account(s). You give your prior consent to these recordings, and it is the parties' intent that this prior consent, if any, required under applicable state law. Helm may retain these records for as long as it deems appropriate and may destroy them at any time in its sole discretion. We may disclose the contents of such records at such times, to such persons, and for such purposes, as we deem appropriate in our sole discretion. The decision to record any telephone conversation shall be solely within Helm's discretion, and Helm has no liability whatsoever for failing to do so.

#### **P. Overdraft**

You agree that each Payment Order shall not exceed the balance of readily available funds in the Account from which the funds-transfer is to be effectuated, and that Helm shall have no duty to execute any Payment Order if it exceeds the balance of readily available funds in such Account. If Helm, at its sole discretion, agrees to execute a Payment Order thereby creating an overdraft in an Account, you agree to promptly pay Helm any overdraft balance resulting in such Account, the Overdraft Charge as set forth in Helm Products, Services & Fee Schedule made available by Helm, as same may be amended from time to time. You agree that Helm may set-off the amount of any such overdrafts, Overdraft Charge against any of your Accounts at Helm. Each Customer is jointly and severally liable for paying any overdrafts, Overdraft Charge created by any Authorized Person, or party to the Account, whether or not the Customer participated in the Payment Order.

#### **Q. Limitation of Liability**

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 losses or damages. To the maximum extent permitted by applicable law, Helm shall not be liable to you for any special, indirect, consequential, punitive or exemplary damages or losses resulting from Helm's delayed or improper execution of a Payment Order or for its failure to execute a Payment Order and you shall be limited exclusively to your expenses directly related to the transaction, incidental expenses and interest losses. We will NOT be liable for instance: (a) If, through no fault of ours, you do not have enough money in your Account to make the transfer; (b) If the ATM where you are



conducting 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 our control prevent the transfer, despite reasonable precautions we have taken. Such circumstances include telecommunications and power outages or interruptions, postal strikes, delays caused by payees, fires and floods; (e) If the funds are subject to legal process or other encumbrances restricting such transfer; (f) If the transfer would result in your daily withdrawal limit being exceeded; (g) If the Bank has reason to believe that you or someone else is using the ATM or other electronic banking service for fraudulent or illegal purposes; (h) If you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this Agreement or any other Agreement with us for requesting the transfer; or (i) If your ATM or Visa® Debit Card and/or your PIN has been reported lost or stolen, or we have canceled your PIN, your Card, or otherwise terminated this Agreement.

#### **R. Foreign Currency**

Should Helm receive a Payment Order from you requiring Helm to effectuate a payment in a currency other than U.S. Dollars, Helm shall proceed to debit your Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at Helm's prevailing rate of exchange prior to the execution or payment of the Payment Order. The exchange rate we provide to you may be different from exchange rates you see elsewhere. You further agree that the execution of a Payment Order, which requires payment in a currency other than U.S. Dollars, may be reasonably delayed by Helm, as appropriate in order to permit Helm to complete the conversion of currency.

#### **S. Indemnification**

Except as may be limited by applicable law, you agree to indemnify each of the Indemnified Parties and to hold each of the Indemnified Parties harmless from and against each and all of the following (the "Liabilities"): (a) any costs and expenses incurred by Helm in its execution of a Payment Order or in its performance of the terms and conditions of this Agreement; (b) all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement and/or Helm's execution of any Payment Order; (c) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of Helm's execution of any Payment Order or otherwise performing any duties or obligations arising under the terms and conditions of this Agreement; and (d) any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by any Indemnified Party as a result of any of the foregoing or because of any breach of the terms and conditions by you. Helm is hereby authorized to set-off the amount of any of the Liabilities against any of your Accounts, and each Customer shall be jointly and severally liable for paying such set-off, whether or not the Customer participated in the Payment Order or benefited from its proceeds.

#### **T. Advices/Statements**

Notification of Error/Discrepancy: Helm shall provide you with an advice of debit of Account and/ or with a statement of Account, which advice and/or statement will provide you with sufficient information to identify the Payment Order. You agree to examine each advice and/or statement promptly upon receipt and to notify Helm immediately via verified written communication of any error or discrepancy in any such records. Helm shall not be liable to you for interest compensation unless you notify Helm of an error or discrepancy within twenty (20) days from the date of your receipt of the advice and/or statement identifying the Payment Order. Furthermore, you shall be precluded from asserting any claim against Helm with respect to the Payment Order (or from otherwise objecting to any debit therefor to your Account), unless Helm has received verified written notification from you of any error or discrepancy with regard to a Payment Order within one (1) year from the date of your earliest receipt of notification of the Payment Order. You shall not be relieved of these obligations and time limitations by reason of the fact that the advice and/or statement have been placed on "Online Banking"; you being under an affirmative duty to retrieve such statements and/or advices at Helm office on the date that the statements and/or advices are customarily sent or made available, and to review them within the period specified above.

#### **U. Records**

Helm's records relating to Payment Orders or to any funds transfer transaction occurring through your Accounts, kept by Helm in the regular course of its business, shall be presumed to adequately reflect the correct terms and conditions of any Payment Order received by Helm from you.

## **V. Fees**

You agree that Helm shall charge, and you shall pay to Helm promptly, such fees as Helm may charge from time to time for the funds-transfer services. Such fees shall be posted as set forth in Helm Products, Services & Fee Schedule made available by Helm, as the same may be amended from time to time. We will notify you of new or changes in fees when required by law.

## **W. Notice/Funds Transfers**

All notices directed to Helm relating to funds transfers shall be sent to Helm Main Office to the Attn: Support Center. All notices directed to you shall be directed to your last known address as reflected in Helm's records.

### **39. HOLD MAIL**

You may specifically request this service on your Account Application or such other application or form made available by Helm. In such an event, Helm will retain and not forward Mail (as hereinafter defined) to you. Except as otherwise required by law, Helm is hereby expressly authorized and directed to hold and retain at Helm, all mail, correspondence, notices, legal process, statements of Account, checks, items, debit and credit memos, and any other written documents (collectively, the "Mail") which Helm, from time to time, may produce and/or receive in connection with, or which Helm may be obligated or wish to deliver to Customer with regard to, an Account and any loans, deposits, letters of credit or other transactions that Customer may have with Helm. Notwithstanding the foregoing, Helm shall have the right, at its sole discretion, should it deem it necessary or advisable in order to create, protect, maintain and/or assert any rights of Helm with regard to Customer, the Account(s) or any transactions of Customer with Helm, or for any other reason, to send and/or deliver any Mail to you at your last known address. Except as otherwise required by law, Helm shall have no obligation whatsoever to notify you about the existence of any Mail held by Helm hereunder or about any Mail sent or delivered by Helm to you.

Customer shall regularly arrange to examine any Mail held by Helm hereunder by personally (or by proxy) retrieving such Mail at Helm Office and/or by delivering written instructions to Helm Office (in form and substance satisfactory to Helm) designating the manner of delivery of the Mail to Customer. For avoidance of doubt, Helm is authorized to provide your Mail to any Authorized Person for your Account(s) or other individual designated by you in your Account Application or such other application or form made available by Helm seeking to retrieve your Mail in person.

Helm shall hold the Mail for a period of one (1) year after same is ready for mailing or forwarding. At the retention of Mail for one (1) year without pick up by Customer, such Mail will be destroyed. Either party may discontinue the Hold Mail arrangement at any time by giving written notice to the other of such discontinuance, provided however, that Helm may continue to rely upon the terms here in until Helm has had a reasonable opportunity to act on the notice of discontinuance.

Customer agrees that Helm shall charge, and the Customer shall pay Helm promptly, any fees as Helm may charge from time to time for hold-mail services. Such fees shall be made set forth in Helm's Products, Services & Fee Schedule available at [www.helmbankusa.com](http://www.helmbankusa.com) and may be changed from time to time without prior notice to the Customer.

### **40. BILL PAYMENT SERVICE**

This service is available for all Accounts except Certificate of Deposit Accounts. The Customer may request this service by checking the appropriate box in the Account Application at the time an Account is established or by making a specific written request at any time thereafter. Helm then will pay, from time to time, bills that you specify to us in an acceptable written form and will debit your Account for the amount of each such bill that Helm pays on your behalf. Helm will also debit your Account for the applicable service charge which is then in effect, and which Helm may change from time to time. You understand that in performing this service Helm may make the bill payments by check or funds transfer (which may be through an automated clearing house), that Helm will be acting as your agent in making such payments on your behalf, and that all such payments will be subject to applicable Florida and federal law and to all applicable rules and operating procedures. You agree that Helm shall

have no obligation to review invoices, make inquiries, or take any other action for the purpose of determining independently the amount of a required payment, the name or address of a payee, or any other information relating to a requested bill payment. Without limiting the generality of the foregoing, in the event you wish us to make future payments in amounts that are not now known (e.g., you wish us to pay a property tax bill each year), a written request must be made at the time the amount required to be paid (and all other relevant information) is known. You also agree that Helm is under no obligation to comply with your bill payment instructions if the designated Account does not have sufficient funds available at the time of requested payment. If there are insufficient funds available in your designated Account on the date a payment is requested, we will be under no obligation to attempt to complete the payment on subsequent Business Days. Generally, payments will be processed on the date specified in your bill payment instructions. If, however, you specify a date which falls on a Saturday, Sunday, or holiday, the payment will not be processed until the next Business Day. You must allow sufficient time for your payment to reach its destination. Helm will not be liable for any errors or delays in processing or making any such payment (including postal delays and processing delays by the payee), except errors or delays caused by Helm's gross negligence, or for Helm's inability to make any payment due to circumstances beyond Helm's control or if there are insufficient funds in your Account with which to make the payment. Your authorization will remain in effect until Helm receives written notice of cancellation. You hereby agree that, in the absence of Helm's gross negligence, you will indemnify and hold harmless each of the Indemnified Parties against and from any and all losses, damages, fines, penalties, expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal, or without litigation), and other liabilities that may at any time or times result from or relate to this service.

#### **41. POWER OF ATTORNEY**

We may, at our sole discretion, accept or act upon your designation of an attorney in fact to operate or transact business through an Account. Any instrument or document purporting to constitute a grant by you of a power of attorney or other authorization to any other person or entity relating to an Account must be in the Power-of-Attorney form required by Helm. Without limiting the generality of the foregoing, Helm, in its sole discretion, may or may not honor or accept a Power of-Attorney sought to be used to open or close an Account or to deposit or withdraw funds from an Account or to supply endorsements on checks or any other items.

If and to the extent that we determine to honor a Power-of-Attorney, we shall be entitled to rely thereon and shall not be liable to you by acting in reliance thereon, provided that any action taken by Helm occurs before we receive and have reasonable opportunity to act upon a written: (a) revocation of the Power of Attorney; (b) notice of your death; or (c) notice that you have been declared legally incompetent.

#### **42. FORMS & CHECKS**

We will arrange for the printing of all checks, deposit slips, Stop Payment requests and other forms and documents necessary for the handling and operation of an Account ("Account Form(s)"). We shall not be required to accept any document or instrument other than an Account Form with reference to any transaction pertaining to an Account, unless we, at our sole discretion, have agreed in writing with you to accept such instrument or document. You shall maintain custody and control of all checks and checkbooks received from Helm relating to an Account in a safe and sound manner, so as to avoid any possibility of theft, loss or alteration. Furthermore, you shall immediately report to Helm by phone or to Helm Support via e-mail at [support@helmbankusa.com](mailto:support@helmbankusa.com) or, in a written confirmation, the theft, loss or alteration of any check or checkbook.

#### **43. FEES AND CHARGES**

All Accounts shall be subject to those service and account service charges/charges adopted by Helm and now in effect, as reflected in Helm's Products, Services & Fee Schedule made available by Helm, as amended from time to time without prior notice to you. You hereby acknowledge the receipt of Helm's current Products, Services & Fee Schedule. We will mail or e-mail a notice to you of new service and/or account service charges/charges at least thirty (30) calendar days before such fees/charges become effective. We will also mail a notice to you at least thirty (30) calendar days before we change an existing fee/charge if such change will adversely affect you. Fees and charges may be regularly debited from an Account without notifying you in advance. If there are insufficient funds in the Account to which charges and/or fees correspond, we may, at our sole

discretion, debit another of your Accounts for such charge/fees. We shall not be liable for the dishonor of any item drawn on an Account or the failure to conduct any funds transfer ordered on an Account because of insufficient funds resulting from the deduction of fees/charges.

#### **44. CHANGE OF ADDRESS**

You must notify Helm of any change in your address. Any notice of a change in your address may be initiated through HelmlnOne, or must be in writing, signed by you, and delivered to Helm at Helm's Office or emailed to Helm Support at support@helmbankusa.com. Any mailings, including Account statements, which are returned to Helm as undeliverable, may result in the suspension of further mailings until a correct address is received by Helm and will be subject to a fee as per Helm's Products and Fees Disclosure made available by Helm, as amended from time to time.

#### **45. CORRESPONDENTS AND AFFILIATES**

We will not be liable to you for any act, omission, misconduct or negligence of any of our representative offices, correspondents, intermediaries, affiliates or subsidiaries and each correspondent, affiliate, intermediary, or subsidiary shall be liable for its own acts, omissions, misconduct and/or negligence.

#### **46. LEGAL FEES AND COSTS**

Customer agrees to pay Helm on demand all losses, costs, and expenses (including without limitation the fees and expenses of counsel, whether incurred at trial, on appeal, or without litigation) incurred by Helm in connection with this Agreement, the Account Application, any other related document, your Account(s), or any service provided by Helm to Customer, including, but not limited to, losses, costs, and expenses sustained as a result of (a) a default by the Customer in the performance of any obligations under this Agreement, the Account Application, or any other related document, (b) any dispute or potential dispute of any nature (whether or not suit or Process is initiated involving any Account(s)); (c) any Process received by or served on Helm; (d) any claim by a third party, whether legally enforceable or not, against Helm and/or any Account(s); and (e) any of the other events or circumstances constituting an Indemnified Liability under Paragraph 50 of this Agreement.

#### **47. LEGAL PROCESS/PROCEEDING**

Should we be served or receive any process, subpoena, summons, complaint, order, injunction, execution, distraint, garnishment, levy, lien, pleading or other legal process and/or should Helm become involved in any judicial or administrative action or proceeding (hereinafter jointly or severally referred to as "Process"), relating (or appearing to relate) to you or an Account, or which we believe involves you or any Account, then we may, at our sole discretion: (a) comply with such Process; (b) freeze all or a portion of the funds deposited in any Account and withhold any payment, withdrawal or transfer from such Account until the Process is resolved to our sole and complete satisfaction, even if such action results in insufficient funds to pay checks you have written or transfers you have ordered; and (c) follow (and rely absolutely on) the advice of our legal counsel as to the appropriate response to such Process, even if such advice shall turn out to be incorrect. We shall be under no obligation to notify you of any Process nor to contest any Process on your behalf.

You shall be liable to Helm for the payment of, and Helm may charge to any of your Accounts (whether or not it is the same Account with respect to which the Process relates) for any costs and expenses including without limitation attorneys' fees incurred by Helm in addressing and/or responding to any Process. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the Process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your Account shall be subject to our right of setoff and security interest.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or response to Process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/ or where it was received even if the law requires any particular method of service.

In the event of any dispute relating to any of your Accounts (whether initiated or threatened by you, by Helm or by any third party), or in the event Helm receives conflicting instructions, claims, or demands relating to such Account, Helm may take any action which it or its legal counsel considers advisable, including without limitation “blocking”, “freezing” or impounding any funds in such Account, placing such funds in a suspense Account or interpleading such funds; and all resulting costs and expenses of Helm, including without limitation any attorneys’ fees (and attorneys’ expenses) incurred at trial, on appeal, or without litigation, shall be reimbursed by you to Helm upon its demand (and you hereby authorize Helm to debit any of your Accounts for such amounts).

#### **48. FORCE MAJEURE**

Without limiting the generality of other provisions of this Agreement, we shall not be liable to you for any failure, omission, delay, interruption or error in the performance of any of the terms, covenants and conditions of this Agreement or otherwise, due to causes beyond our control including, without limitation, power electronic or telecommunications failures, equipment malfunctions, suspension of payment by other financial institutions, bank moratoriums or holidays, labor disputes, currency/exchange restrictions, trading suspensions, acts of God, public enemy or superior governmental authority, war, civil commotion, legal compulsion, insolvency or negligence of other financial institutions. Furthermore, we shall have no responsibility or liability for any blockage or reduction in the availability of funds in an Account due to restrictions imposed or actions taken by any governmental supervisory or monetary authority or by any other third party.

#### **49. PLEDGE AND SECURITY INTEREST**

In consideration of any extensions(s) of credit or other financial accommodations(s) now or hereafter given or continued by Helm, or any of its branches, agencies, offices, subsidiaries, or other affiliates (all of the foregoing, including Helm, being the “Secured Parties”) to you or any of you, and as security for the payment of all obligations and liabilities (whether direct or indirect, several or joint, matured or otherwise current, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorney’s fees, other expenses, or any other amounts) which are now or hereafter owing to any of the Secured Parties by you or any of you (with or without other obligors) (all of such obligations and liabilities being the “Indebtedness”), you hereby assign transfer and pledge to the Secured Parties and grant the Secured Parties a security interest in all of the following, whether now or hereafter existing (the “Collateral”):

(a) all Accounts (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, and balances and credits maintained with Helm or with any other Secured Party by you or any of you, (b) any and all other assets (including without limitation all notes, instruments, bonds, and securities) held at or in the possession and/or control of Helm or with any other Secured Party on behalf of you or any of you; (c) all obligations of Helm to you, whether now existing or hereinafter arising; and (d) any and all proceeds of any Collateral. Upon any default by you or any of you in the payment when due of any Indebtedness, Helm and all other Secured Parties are hereby authorized to set off and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness pursuant to any applicable provisions of Article 9 of the Uniform Commercial Code (or in any other manner authorized by law), all at such time or times, to such extent and in such order as Helm and the other Secured Parties may in their discretion elect. The lien, pledge, security interest, and assignment made hereunder shall be and remain irrevocable until such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and Helm and any other Secured Party are satisfied that no further Indebtedness shall thereafter arise.

#### **50. INDEMNIFICATION**

In consideration for opening and maintaining your Account(s), as well as other financial accommodations and services Helm extends to you from time to time, you hereby agree to indemnify and hold each of the Indemnified Parties harmless from and against any and all claims, causes of action, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, taxes and any other liabilities, including without limitation, reasonable attorney’s fees (and attorney’s fees incurred on appeal), and any other costs or disbursements of any kind or nature whatsoever, by whomsoever brought or caused,

which may be imposed upon, incurred by, or asserted against any of the Indemnified Parties, In any way relating to, or arising out of: (a) this Agreement and Helm's compliance with and/or performance of its duties and obligations hereunder; (b) any dispute or potential dispute arising under this Agreement, including but not limited to, disputes involving Account owners, beneficiaries, and representatives of owners and/or beneficiaries; (c) the presentation, payment or dishonor of any item drawn on an Account (including but not limited to wrongful dishonor claims made against Helm); (d) the acceptance of any item for deposit in an Account; (e) Helm's execution of any funds transfer Payment Order (hereinafter defined) in accordance with its terms; (f ) any action taken by Helm or which Helm refrains from taking with regard to any Property; (g) any Process involving or affecting an Account; (h) any transaction effectuated through an Account; (i) any issue as to the ownership of, or authority on, an Account; (j) Helm's compliance with a Stop Payment request; (k) Helm's reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us; and/ or (l) any breach of the terms and conditions of this Agreement by you (collectively, the "Indemnified Liabilities"). This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Agreement or applicable law.

#### **51. RIGHT OF SET-OFF**

Unless we are prohibited by law, in addition to any general banker's lien or right of setoff or similar right to which Helm may be entitled by law, Helm may at any time and without prior notice to you (such notice being hereby expressly waived by you) and without going through any legal processes or court proceedings combine or consolidate (a) all or any of the obligations and liabilities, including all Indemnified Liabilities (whether direct or indirect, several or joint, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses, or any other amounts) which are at any time due and payable to Helm, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (with or without other obligors), together with (b) all or any of the Accounts, deposits (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, balances and credits maintained with Helm, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (and any obligations of any other types owing by Helm, or any of its branches, agencies, offices, subsidiaries, or other affiliates to you or any of you), thereby setting off and applying those assets of yours described in clause (b) above, in such order as Helm may elect, against those obligations and liabilities of yours described in clause (a) above. The rights of Helm, or any of its branches, agencies, offices, subsidiaries, or other affiliates under the foregoing provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded Helm, or any of its branches, agencies, offices, subsidiaries, or other affiliates by law or other contract. This is called the right of set-off and applies to all funds of yours in our possession now or in the future. We also have a right to place a hold on funds in your Account(s) if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account. In addition to any right of set-off, you hereby grant to Helm a security interest in your deposit Accounts to secure all loans or other extensions of credit, now or in the future.

#### **52. LIMITATION OF LIABILITY**

Unless expressly prohibited or otherwise restricted by applicable law or this agreement, the bank's liability is limited as follows: Helm and its directors, officers, employ attorneys, and agents (each of the foregoing, including Helm, being an "Exculpated Party") shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to this Agreement, or the presentation, payment, or dishonor of any item drawn on any Account of yours, or the acceptance of any item for deposit in any such Account, or any Process relating to (or appearing to relate to) any such Account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to bad faith, gross negligence or willful misconduct on the part of such Exculpated Party). Without limiting the above, the bank will not be liable for delays or mistakes which happen because of reasons beyond our control, including, but not limited to, acts of banking authorities, national emergencies, acts of God, failure of transportation, communication or power supply, malfunction of or unavoidable difficulties with the bank's equipment. should a court establish the bank's liability to you pursuant to what was done or not done under this agreement, you may recover from the bank only your actual damages, in an amount not to exceed the total fees and charges paid by you to the bank pursuant to this agreement during the three (3)

month period immediately preceding the event giving rise to the liability. In no event will you be able to recover from the bank indirect, special, punitive, consequential, exemplary damages or lost profits, whether or not it has notice thereof. This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary, or special relationship between you and us. Our deposit relationship with you is that of debtor and creditor. The Bank's internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

### **53. NOTICES**

All notices and other communications or writings sought to be given by Helm to you shall be deemed to have been delivered to all Customers on an Account when:

(a) transmitted to any Customer on the Account via E-mail to such Customer's last known E-mail address; or (b) deposited with the U.S. Mail, addressed to any Customer on the Account and directed to such Customer's last known address. Notice from you to Helm will be considered effective when delivered in writing to Helm Office and received by a duly authorized officer of Helm on a regular Business Day during regular Business Hours.

### **54. WAIVERS**

You waive demand, presentment, protest, notice of protest and notice of dishonor as to all items presented to or received by Helm for deposit, collection or payment with reference to any Account.

### **55. CORPORATE/PARTNERSHIP AUTHORITY**

If Customer is a corporation or partnership, Customer represents that it has complied with all necessary corporate/partnership formalities in relation to the execution and performance of this Agreement, including but not limited to obtaining or adopting all required authorizations, approvals, and resolutions of its board of directors, shareholders and/or partners, that the execution and performance of this Agreement by Customer does not and will not violate any provision of law or of Customer's organizational documents and/or partnership agreement, and that this Agreement represents a valid, binding, and enforceable obligation of Customer.

### **56. CREDIT AND OTHER REPORTS**

We can obtain a credit or other report about you and your co-owners to help us determine whether to open or maintain an Account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

### **57. WAIVER OF SOVEREIGN IMMUNITY**

To the extent that any of you has or may at any time acquire any immunity from the jurisdiction of any court of from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution, or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations under this Agreement and, without limiting the generality of the foregoing, agree that such immunity is hereby waived to the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States, as amended, and that the waivers set forth in this provision are intended to be irrevocable for purposes of such Act.

### **58. PROHIBITION AGAINST INTERNET GAMBLING BUSINESS REGULATION GG**

The Unlawful Internet Gambling Enforcement Act of 2006 ("Act") prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with Unlawful Internet Gambling, including payments made through credit cards, electronic funds transfers and checks. The Act requires U.S. financial institutions, such as Helm, to identify, block or otherwise prevent or prohibit such payments. To comply with the Act, Helm will not open or maintain an Account for any

person and/or entities engaged in Internet Gambling Business. At all times in which you maintain an Account with Helm, you hereby warrant and represent to Helm that: (a) you do not engage in an Internet Gambling Business and you will notify Helm in writing prior to entering into any Internet Gambling Business; (b) you will not process transactions for any person or entity engaged in Internet Gambling Business through your Account(s) at Helm; and/or (c) you will not transmit the payment of any wager or bet relating to Internet Gambling Business through your Account(s) at Helm. For purposes of this Paragraph, the following terms shall have the following meaning:

- A. "Unlawful Internet Gambling" means the placing, receiving or otherwise knowingly transmitting of a bet or wager by any means which involve the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.
- B. "Internet Gambling Business" means the business of placing, receiving or otherwise knowingly transmitting a bet or wager by any means, which involves the use, at least in part, of the Internet.

#### **59. MISCELLANEOUS**

- A. This Agreement and the transactions between you and Helm contemplated hereby shall be governed by, and construed in accordance with the laws of the State of Florida, United States, without giving effect to its conflicts of law principles.
- B. You hereby acknowledge and agree that any suit, action or proceeding brought by us with respect to this Agreement or any transaction between us or contemplated hereby, may be brought in any competent court of the State of Florida or United States District Court for the Southern District of Florida, in each case sitting in the county of Miami Dade, City of Miami, State of Florida, United States, and the appellate courts thereof, as we may elect in our sole and absolute discretion.
- C. With respect to any such actions, suits or proceedings, you hereby expressly and irrevocably: (i) submit to the non-exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (ii) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (iii) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (iv) waive any objection it may now or hereafter have based upon improper venue or forum non convenience with respect to such actions, suits or proceedings. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of Customer hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of Helm to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.
- D. For purposes of facilitating the personal jurisdiction of the state or federal courts situated in the State of Florida over you, each Customer, jointly and severally, does hereby irrevocably appoint and constitute the Secretary of State of Florida, or his successors in that office (the "Agent"), The Capital, Tallahassee, Florida 32301, as the agent of Customer on whom all process in any action or proceeding may be served. You, jointly and severally, hereby covenant and agree that the Agent, or his/her successors in that office shall continue to serve as Agents for service of process until the Indemnified Liabilities are paid in full, and, that service of process by Helm upon the Agent at the address shown above (or such other address as shall be employed by the office of the Secretary of the State of Florida) shall constitute good and effective service upon each Customer sufficient to grant the state and federal courts situated in the State of Florida full and complete personal jurisdiction over each Customer.
- E. To the extent permitted by applicable law, we have the unilateral right to change any provision of this Agreement at any time, including the Annual Percentage Rate, and can add, change, or delete fees and other provisions relating to your Account, and to the nature, extent and enforcement of the rights and obligations you may have under this Agreement.



If permitted by applicable law, the change may be applied to any Account balance outstanding on the effective date of the change. If required by law, we will give you written notice (either by mailing it to you to your last known address or by posting in a conspicuous place at Helm Office) that will explain what is being changed prior to the effective date of the change. If you maintain your Account(s) with us after the effective date of the change, you will be deemed to have consented to the change as to such Account(s). No change to the terms of this Agreement is valid and binding on us unless authorized by us in writing. For more information regarding changes made pursuant to Electronic Communications, please refer to the E-SIGN ACT DISCLOSURE STATEMENT.

- F.** Any term of the Agreement that is inconsistent with the laws governing your Account will be considered to be modified by us and applied in a manner consistent with such laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.
- G.** Helm reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect Helm's right to enforce any of its rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. The fact that Helm, on any given occasion, may enforce or waive its rights does not obligate Helm to enforce or waive similar rights in the future, nor will this be sufficient to modify the terms and conditions set forth in this Agreement.
- H.** This Agreement contains the complete understanding and agreement between the parties hereto on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters. However, if a product or service we offer has a separate agreement, and there is a conflict between the terms of this Agreement and the separate agreement, the separate agreement will apply.
- I.** The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.
- J.** This Agreement shall remain in full force and effect, unless subsequently cancelled or amended by Helm in accordance with the provisions of this Agreement.
- K.** Neither the signature of Helm nor that of any Customer shall be required on this Agreement to give force and/or effect thereto and your use of an Account constitutes your consent to be bound by the terms and conditions herein, as amended from time to time.
- L.** This Agreement shall be binding upon your heirs, successors in interest and assigns. Notwithstanding the foregoing, your rights under this Agreement shall not be assignable without the prior written consent of Helm, and any assignment without such prior written consent shall be null and void.
- M.** Any version of this Agreement in a language other than the English language is provided only for the Customer's convenience, and the English language shall at all-time govern the provisions of this Agreement and their interpretation.

#### **60. WAIVER OF TRIAL BY JURY**

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR ACCOUNTS AT HELM, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OPENING AND MAINTAINING ACCOUNTS AT HELM.

## **61. ERROR RESOLUTION**

### **ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS (ACCOUNTHOLDERS NOT RESIDING IN THE U.S.) ONLY**

In case of errors or questions about your Electronic Transfers telephone us at 305-329-7330 or 1-855-370-4356 or write us at Helm Bank USA, Attn: Consumer Compliance Department, 999 Brickell Avenue, Miami Florida 33131, or send us an electronic communication at [compliance@helmbankusa.com](mailto:compliance@helmbankusa.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether or not an error occurred after we hear from you and receive your complaint or question in writing. We will notify you promptly of the results of our investigation and any action taken.

### **ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS (ACCOUNTHOLDERS RESIDING IN THE U.S.) ONLY**

In case of errors or questions about your Electronic Transfers telephone us at 305-329-7330 or 1-855-370-4356 or write us at Helm Bank USA, Attn: Consumer Compliance Department, 999 Brickell Avenue, Miami Florida 33131, or send us an electronic communication at [compliance@helmbankusa.com](mailto:compliance@helmbankusa.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it ten (10) Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

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

#### ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT

(For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only).

What to do if you think there has been an error or problem:

If you think, there has been an error or problem with your remittance transfer: Call us at 305-329-7330 or 1-855-370-4356; or

- Write us at Helm Bank USA, Attn: Consumer Compliance Department, 999 Brickell Avenue, Miami Florida 33131 or
- E-mail us at [compliance@helmbankusa.com](mailto:compliance@helmbankusa.com).

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

Your name and address or telephone number;

- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three 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 any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at telephone numbers listed above within 30 minutes of payment for the transfer. However, if this remittance transfer has been scheduled by you at least three (3) business days before the date of the transfer, you can only cancel for a full refund if we receive your request to cancel at least three (3) business days before the scheduled date of the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's Account.

#### **62. E-SIGN ACT DISCLOSURE STATEMENT**

Please read this Federal Electronic Signatures in Global and National Commerce Act Disclosure Statement ("Disclosure Statement") and print/keep a copy for your records. As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your Accounts. Our goal is to provide you with as many options as possible for receiving your Account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We may provide this information to you electronically and use electronic records and signatures in our relationship with you in accordance with the prior consent you have granted pursuant to your Account Agreement (as

defined below). By providing your consent in the Account Agreement to this Disclosure Statement, you have confirmed that you have the hardware and software described below, that you are able to receive and review Electronic Records (as defined below), and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other Account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Bank Products.

In this Disclosure Statement:

“Account Agreement” means the Account Agreement – Terms and Conditions, which govern the terms and conditions of your Account(s) with the Bank. “Bank Product” means each and every Account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Bank Products include Electronic Services.

“Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

“Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future. “HelmInOne Online Banking Agreement” means the terms and conditions governing your use of the Bank’s electronic services.

“We,” “us,” “our” and “Bank” means Helm Bank USA.

“You” and “your” means the person giving this Disclosure Statement, and also each additional Account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Bank Product that you apply for, use or access.

1. Your consent to use electronic records and signatures; choosing to receive communications electronically or in writing; certain information must still be provided in writing. In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). View additional examples of types of Communications that we may send as Electronic Records under this Disclosure Statement. We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in your Account Agreement or, as applicable, HelmInOne Online Banking Agreement and in other agreements we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically. There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this Disclosure Statement will automatically cover those Communications as well. We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

2. Your option to receive paper copies. If we provide Electronic Records to you, and you want a paper copy, you may contact our Helm Support via telephone 305-329-7330 or at our postal address 999 Brickell Avenue, Miami, Florida 33131 and request a paper version. You will find the appropriate contact information in the Account statement or agreement for the Bank Product related to the Electronic Record. You may have to pay a fee for the paper copy unless

applicable law prohibits charging a fee. Please refer to the applicable agreement for any fee that may apply for paper copies.

Your consent covers all Bank Products, Privacy Policies. Your consent covers all Communications relating to any Bank Product. Your consent remains in effect until you give us notice that you are withdrawing it. From time to time, you may seek to obtain a new Bank Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn your consent for any other Bank Product. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy or keeping it available for review on the Bank's website, or, with prior notice to you, on another website where we offer Electronic Service.

3. You may withdraw your consent at any time; consequences of withdrawing consent; how to give notice of withdrawal. You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
  - Your access to our Electronic Services, including online banking, and
  - Your ability to use certain Bank Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving online Account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Bank Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply. To withdraw your consent, you may contact our Helm Support via telephone 305-329- 7330 or at our postal address 999 Brickell Avenue, Miami, Florida 33131.

4. You must keep your email or electronic address current with us. You must promptly notify us of any change in your email or other electronic address. You can update your information by sending a signed request in original writing to Helm Bank USA 999 Brickell Avenue, Miami Florida 33131 or by contacting Helm Support via telephone at 305-329-7330 or email at support@helmbankusa.com. E-mail request must be received from a previously registered e-mail address at the Bank or you may change the email address on record for you by going to the Account Services page within your online service and updating your contact information. If you have given us another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, you may change that address by going to the Account management page for each Bank Product you have linked to that address. There may be other, special Bank Products for which we provide separate instructions to update your email or other electronic address.
5. Hardware and software you will need. To receive Electronic Records, you must have access to:
  - A personal computer or other device, which is capable of accessing the Internet so you can access, receive, retain, and either print or store the document received.
  - An Internet web browser, which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0 and your system or device, must have 128-bit SSL encryption software.
  - You must have software, which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.
  - An e-mail account with an Internet Service Provider and e-mail software in order to participate in our electronic communications program.

6. Changes to hardware or software requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
7. Your enrollment in Electronic Services using our equipment. If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this Disclosure Statement.