EverBank®

Business and Non-Personal Account Terms, Disclosures and Agreements Booklet

Terms and Conditions for Business and Non-Personal Accounts, including World Markets® Accounts and **non-FDIC Insured** Metals Select® Accounts, related Disclosures and Agreements

JULY 2026

Business and Non-Personal Account Terms, Disclosures and Agreements Booklet

*** Metals Select products:**

Are not FDIC insured	**Are not bank or government guaranteed**	**Are not deposits**	**May lose value**

Purchasing or owning metals involves degrees of risk that make them unsuitable for certain individuals. You should carefully consider the suitability of such metals before making any decision. Metals Select transactions will not occur until your account is approved and sufficient funds are available. Please refer to the Specific Terms—Metals Select Accounts section in this Booklet for additional information.

1.0. Introduction

This Business and Non-Personal Account Terms, Disclosures and Agreements Booklet ("Booklet") includes the terms and conditions for any business- and non-personal-purpose deposit accounts you have with EverBank, National Association ("EverBank"), including World Markets Accounts and **non-FDIC insured** Metals Select® Accounts (your "Account Agreement"). This Booklet also includes disclosures for those accounts, and the terms, conditions, agreements and disclosures for any related services that you have with or receive from EverBank and use primarily for business and non-personal purposes (such as for treasury services and online banking). For personal accounts, see our separate Personal Account Terms, Disclosures and Agreements Booklet.

As used in this Booklet, the words "You," "Your," "Business," "Company" and "Account Holder" refer to the business entity opening the account, each person opening or authorized to control the account on behalf of the business entity, and each Authorized Signer of the account, or anyone else with the authority to exercise limited control over the account, unless context requires otherwise. The words "We," "Us," "Our," "Bank," and "EverBank" refer to EverBank, National Association, and to any successor or assignees. The headings in throughout this Booklet are only for convenience.

The purpose of this Booklet is to:

1. provide disclosure of some of our policies applicable to common transactions, or under which you may be entitled certain benefits;
2. establish rules to cover transactions or events that the law does not regulate; and
3. establish rules for certain transactions or events that the law regulates but allows for variation by agreement.

Please read this Booklet carefully and retain a copy for your records. By signing (manually, electronically, or otherwise) or submitting (electronically, verbally or otherwise) an EverBank Account Application or other form when you open or request an account, product or service, or by otherwise opening or using an account with us or a product or service from us, you acknowledge receipt and review of, and agreement to be bound by, the terms and conditions in this Booklet and any other applicable agreements and disclosures, including without limitation the Deposit Account Fee Schedule or any Rate Sheet provided to you when your account was opened, together with all amendments thereto in effect from time to time.

If you have any questions concerning your EverBank accounts or services, please contact us by phone or email. Refer to the contact information at the end of this Booklet.

For legal purposes, for accounts opened in a financial center, all deposits are considered to be made and held in the state where that financial center is located. Otherwise, deposits are considered to be made and held in the state of Florida. These designations apply regardless of where deposits were mailed to or from, or where you are domiciled. You understand and agree that this Account Agreement is governed by federal laws and, to the extent not preempted by federal law, by the laws of the state in which the deposits are made and held, without regard to conflicts of law principles regarding laws of other states.

This means that the laws of your state of domicile during your lifetime or at the time of your death, or the laws of the Company's state of incorporation, organization, operations, or domicile, are not applicable to your banking products, services, or transactions with EverBank unless provided for herein. Any legal action or proceeding shall be brought exclusively in the federal or state courts located in Duval County and you hereby accept, generally and unconditionally, the jurisdiction of the aforesaid courts.

Note that EverBank products and services are designed, offered, and intended for use only by persons physically residing in the United States.

You understand and agree that all account applications and agreements, disclosures, statements, notices, and other documents for our products and services, and all account opening, online banking, mobile applications, and other electronic systems, will be provided in English.

In the event that any provision of this Account Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Similarly, in the event that any product, term or condition of any product, or the performance of any service provided herein in accordance with the terms contained in this Booklet would result in a violation of any statute, regulation, or government policy or guidance to which we are subject, and which governs or affects the products, services, or transactions contemplated in the Booklet, including, but not limited to, the Uniform Commercial Code, then the terms and conditions of this Booklet and of the product or service shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us will constitute a modification of the terms or conditions contained in this Booklet or constitute an agreement between you and us regardless of whatever practices and procedures we or you may use.

In the event of a conflict or discrepancy between any provision contained in the General Terms section of the Booklet and a provision contained in any Specific Terms related to a specific service or account type, the latter shall control but only to the extent necessary to resolve the conflict or discrepancy.

No delay or failure to exercise any right or remedy described in this Booklet shall be deemed a waiver of such right or remedy. We may waive enforcement of any provision contained in this Booklet; however, no waiver of a single breach or default under the provisions of this Booklet shall be a waiver of any other breach or default, and any such waiver shall not affect our rights with respect to any other transaction or modify the terms contained in this Booklet. Any waiver of any provision contained in this Booklet must be in writing.

WAIVER OF JURY TRIAL; DISPUTE RESOLUTION

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS THAT EACH PARTY MAY NOW OR HEREAFTER MAY ACQUIRE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF FLORIDA TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THESE TERMS AND CONDITIONS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING. YOU UNDERSTAND THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EVERBANK MAKING ITS PRODUCTS AVAILABLE TO YOU.

2.0. General Terms For All Business & Non-Personal Deposit Accounts & Services

2.1. General Terms

This General Terms section of this Booklet applies to your business and non-personal deposit accounts with EverBank, including World Markets® Accounts, and **non-FDIC insured** Metals Select® Accounts, and makes up part of your Account Agreement. Your Account Agreement is a contract establishing the rules controlling your business and non-personal accounts with EverBank. Also included within your Account Agreement are the Specific Terms sections applicable to your specific accounts, which may be included in this Booklet and may be provided to you separately, the Deposit Account Fee Schedule, any rate sheet provided to you, and the Metals Select Account Fee Schedule applicable to your accounts, together with all amendments in effect from time to time.

2.1.1. General Definitions And Meanings
Capitalized terms used in this Booklet have the meanings provided in this section 2.1.1. Other sections in this Booklet may contain additional capitalized terms that are defined within those sections, and the definitions of those capitalized terms will apply to the same capitalized term used elsewhere in the Booklet, unless it would be inconsistent for them to do so. Unless it would be inconsistent to do so, words and phrases used in this Booklet should be interpreted to mean the singular includes the plural and the plural includes the singular.

2.1.1.1. "Access Codes" means any identification code and/or device, including without limitation a username (aka User ID), password, and/or other authentication token that we issue to you enabling you to access your EverBank account, or any product or service.

2.1.1.2. "ACH Operator" has the meaning provided in the Nacha Rules.

2.1.1.3. "Administrator" means a person who the Company has authorized to use a service or services and who the Company has designated as "Administrator" for such service or services.

2.1.1.4. **"Authorization Form"** means the Authorization for Treasury Management Services form provided by us to you for purposes of setting up any Treasury Service.

2.1.1.5. "Authorized Representative" means an individual who the Company has authorized to use a Service or to conduct transactions on the Account, and includes any Administrator, Authorized Signer, or User.

2.1.1.6. "Authorized Signer" means an individual who the Company has authorized to conduct transactions on the Account and who the Company has designated as an "Authorized Signer" in the Account opening documentation or through other instructions that you have given to us and that we have accepted in our discretion.

2.1.1.7. "Automated Clearing House" and **"ACH"** mean a facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on automated clearing house items and under rules of an automated clearing house association.

2.1.1.8. "Business Day" means every day other than Saturdays, Sundays and federal holidays.

2.1.1.9. "Business Online Banking Platform" means any online banking platform or application, including any application available on a Mobile Device, offered by EverBank that provides you access to certain services and features, including, without limitation, Treasury Services.

2.1.1.10. "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a U.S. Financial Institution, whether negotiable or not, and includes Original Checks and Substitute Checks. Such term does not include items payable in a medium other than United States currency or drawn on a foreign financial institution. The term Check includes a traveler's check drawn on or payable through or at a U.S. Financial Institution, and a money order.

2.1.1.11. "Check Image" means an electronic image of an Original Check (including a Substitute Check) created by you in connection with the Imaged Deposits Service.

2.1.1.12. "Cut-Off Time" will be the end time associated with a specific service, as specified in this Booklet, the Services Documentation, a Service Addendum, or as otherwise described to you, including as provided on our website at everbank.com/terms. We may change any Cut-Off Time at any time. Visit our website at everbank.com/terms for the current Cut-Off Times.

2.1.1.13. "Deposit Account Fee Schedule" means the schedule of fees that may be assessed against your business and non-personal accounts, and the transaction limitations, if any, that may apply to your account, as provided on our website at everbank.com/terms. We may change the accounts and services and the related fees at any time by adding new terms and conditions or deleting or amending existing terms and conditions set forth in the Deposit Account Fee Schedule. Please see our website at everbank.com/terms for a current list of fees and transaction limitations.

2.1.1.14. "Entry" has the meaning provided in the Nacha Rules and shall also include the data we receive from you that we use to prepare an Entry.

2.1.1.15. "Foreign Currency" means any currency other than U.S. dollars, not including Precious Metals as described in the Specific Terms–Metals Select® Accounts section of the Booklet.

2.1.1.16. "Item" means any payment instruction and includes but is not limited to a Check, Check Image, Entry, payment order, or wire.

2.1.1.17. "Loss" means any and all liabilities, losses, claims, costs, fees, expenses and damages of any nature whatsoever, including but not limited to the allocated cost of staff counsel and reasonable attorneys' fees.

2.1.1.18. "Materials" means any software, Access Code, user identification code, password, code, key, test key, security device, embedded algorithms, digital signatures and certificates, other similar devices and information, any Security Procedure, Services Documentation and related documentation provided to you by us in connection with a Service.

2.1.1.19. "Mobile Device" means a smart mobile cell phone or similar device, including but not limited to a tablet, any personal data assistant, or other wireless device.

2.1.1.20. "Nacha" means the National Automated Clearing House Association (www.nacha.org).

2.1.1.21. "On-Us Entry" means an Entry received for credit or debit to an account maintained with EverBank.

2.1.1.22. "Original Check" means the first paper Check issued with respect to a particular payment transaction.

2.1.1.23. "Payor Financial Institution" means the U.S. financial institution ordered in a Check to make payment to the payee(s) named on the Check.

2.1.1.24. "Personal Data" means information we receive from you in connection with one or more accounts, products, or services consisting of a natural person's bank accounts or other financial data or identifying a living, natural person.

2.1.1.25. "Receiver" has the meaning provided in the Nacha Rules.

2.1.1.26. "Receiving Depository Financial Institution" or **"RDFI"** has the meaning provided in the Nacha Rules.

2.1.1.27. “Request” means a request by means permitted under the relevant service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

2.1.1.28. “Rules” or **“Nacha Rules”** means the operating rules and guidelines of Nacha (including any other clearing house rules applicable to automated clearing house (ACH) transactions)), as amended from time to time.

2.1.1.29. “Security Controls” means the services or features that we make available as part of a Security Procedure to help mitigate the risk of fraud or other unauthorized activity in your account. Different Security Controls may apply to different services, including the Treasury Services.

2.1.1.30. “Security Procedures” include the Security Controls and any other requirements for verifying the authenticity of the transactions as described in this Account Agreement or in any Services Documentation or Service Addendum for a particular Treasury Service. Different Security Procedures may apply to different services, including Treasury Services.

2.1.1.31. “Service Addendum” means an addendum to your Account Agreement that describes the terms and conditions of a Treasury Service that is not described in this Booklet or that replaces the terms and conditions of a Treasury Service that is described in this Booklet.

2.1.1.32. “Services Documentation” means any written information we provide to you, including information in electronic format, as amended from time to time, related to a Treasury Service, including but not limited to (i) documentation that contains instructions regarding the use of a Treasury Service, (ii) any Service Addendum, (iii) any Authorization Form, (iv) any user guides, aids, or other materials that describe functionality and controls available for any Treasury Service, and (v) any other documentations that describes, without limitation, Security Controls, Security Procedures, and limits related to any Treasury Services. Current Services Documentation is available upon request.

2.1.1.33. “Statements” means account statements, account analysis, pricing information and other information relating to account activity or services, transactional activity and/or cash management services with us and/or our affiliates.

2.1.1.34. “Stop-Payment Request” means a message from you to us, transmitted electronically by use of a service, requesting that payment be stopped on a Check drawn on an eligible Account.

2.1.1.35. “Sub-Account” means any account that you designate as a “Sub-Account” on the Services Documentation.

2.1.1.36. “Subsidiary” means any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term “Subsidiary” does not include affiliates or other entities in which 50% or less of the ownership interest is owned directly or indirectly by you.

2.1.1.37. “Substitute Check” means a paper reproduction of an Original Check that: (a) contains an image of the front and back of the Original Check; (b) bears a MICR line that contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check’s MICR line before an image of the Original Check was captured; (c) conforms in paper stock, dimension, and otherwise; and (d) is suitable for automated processing in the same manner as the Original Check.

2.1.1.38. “Third Party Service Provider” or **“TPSP”** means a third party (including but not limited to, Third Party Senders, as defined in the Nacha Rules, and such third party vendor, agent, subcontractor, affiliate, representative and/or assignee) used by you or us to perform certain actions with respect to the ACH Service.

2.1.1.39. "Treasury Services" means the Treasury Services as described in this Booklet and/or as offered by EverBank from time to time. Each service described in the Specific Terms–Treasury Management Services section of this Booklet, or in a separate Service Addendum is a "Treasury Service" and, collectively, they are "Treasury Services."

2.1.1.40. "User" means a person who the Company has authorized to use Treasury Services.

2.1.2. Assignments/Transfers

Your rights under this Account Agreement and under any other terms and conditions contained in this Booklet may not be transferred by operation of law or otherwise. In addition, your accounts may not be transferred or assigned by you, without our prior consent or as required by law. However, your obligations under this Account Agreement will be binding on your heirs, successors, estate, personal representatives, agents, beneficiaries, transferees or assignees, if any. The terms and conditions contained in this Booklet are not for the benefit of any other person, and no other person shall have any rights under the terms and conditions contained in this Booklet against either you or us. Nothing contained in this Booklet shall create any agency, fiduciary, joint venture or partnership relationship between you and us. We may transfer your accounts to another depository institution, and assign this Account Agreement, any other terms and conditions, and our related rights and obligations, at any time and without prior notice to you or your consent, except as may be required by law.

2.1.3. Endorsements and restrictive legends

2.1.3.1. Endorsements. We may accept for deposit any Item payable to you or your order, even if the Item is not endorsed by you. At our option, we may endorse and/or collect Items deposited to your account without your endorsement. We may instead, in our sole discretion require your endorsement prior to accepting an Item for deposit. Each of you authorizes each other person signing the signature card or account application to endorse any Item payable to you or your order for deposit to your account or any other transaction with us. You warrant that all endorsements on Items deposited by you are genuine.

2.1.3.2. Restrictive Legends. We are not required to honor any restrictive legends on checks that you write, unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than $1,000." We are not responsible for any losses, claims, damages or expenses that may result from placement of these or other special instructions on checks, unless we have agreed in writing to such instructions or restrictions, and in such case our liability to you is limited as provided in this Account Agreement. We may, but are not obligated to, pay or accept Items bearing restrictions or notations. You agree that if you write or accept an Item with such restrictions or notations, such is between you and the payee, payor, endorser, or drawer, as the case may be, and such shall have no effect on us.

2.1.4. Withdrawals

All withdrawals and transfers are subject to availability of funds in your account and to any special limitations for the particular type of account described in this Account Agreement, including in the Specific Terms section in this Booklet related to your account or in other disclosures you receive. Unless clearly indicated otherwise on the account records, any designated Authorized Representative, including each Authorized Signer, acting alone, may withdraw or transfer all or any part of the account balance at any time. We may charge your account for a check even though payment was made before the date of the check, unless we have received notice of the postdating as required by this Account Agreement (refer to Postdated Checks below in this Booklet). We may, in our sole discretion, refuse any withdrawal or transfer request that you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted (see Transaction Limitations in the Specific Terms section in this Booklet related to your account), or which is for an amount greater or less than any withdrawal limitations. We reserve the right to prevent withdrawal from this account upon the death of any owner until all required release-of-funds procedures are completed in our sole discretion. Even if we honor a non-conforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (instead of the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Disclosure in this Booklet for information about when you can withdraw funds you deposit. Withdrawals from a time deposit account prior to maturity (an “Early Withdrawal”) or prior to any notice period may be further restricted and may be subject to penalty. See the Specific Terms section in this Booklet related to your account for information on Early Withdrawal penalties of time deposits.

2.1.4.1. Large Cash Withdrawals. We may require advance notice to fulfill a large cash transaction at your request, such as a request to withdraw a large amount of cash from your account or to cash a large check. It is within our discretion to refuse to honor your request if we believe that honoring the request would cause undue hardship or security risk to any party. If we honor your request, we may require the transaction to be conducted at a specific location or by an armored courier service acceptable to us and at your own risk and expense. We are not responsible for providing for your security in such transactions.

2.1.4.2. Debit Card Limitations. ATM and POS transactions may also be limited in amount by the ATM owner or merchant. See the Deposit Account Fee Schedule for debit card transaction limitations.

2.1.5. Ownership Of Account

These rules apply to your account depending on the form of ownership designation specified on our account records. We make no representations as to the appropriateness or effect of the ownership designations, except as they determine to whom we pay the account funds. Some forms of account ownership may not be available on all types of accounts.

2.1.5.1. Corporate, Limited Liability Company, Partnership, and Other Business-Entity Accounts. We may require the board of directors or other governing body of the entity that owns the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the board of directors or other governing body of the legal entity. A sole proprietor using a fictitious name must provide appropriate assumed-name certificate documentation. Corporations, associations, limited liability companies, partnerships (both limited and general), and all other entity types must provide us with documentation that supports, to our satisfaction, the entity’s legal existence, name, and the authority of the individuals authorized to conduct business on your accounts for you. If you open an account for such an entity, you represent, warrant, and agree that:

1. you are fully authorized to execute all documents necessary to open the account and all other account documents in the capacity stated therein;
2. you have furnished all documents necessary to evidence such authority;
3. you will furnish any other documents in such form as we may request from time to time; and
4. all documents, and all information in other form, that you have provided to us are true and complete.

We are not required to recognize any resolution affecting the account if it is not on a form that is acceptable to us. Further, if you are a corporation, limited liability company, partnership, or other type of business entity you acknowledge, understand, and agree that we are entitled to rely on and act in accordance with the authorizations provided in a resolution, operating agreement, partnership agreement, or other document evidencing such authority adopted by you and furnished to us. You also agree that you will promptly notify us in writing of any change in the authority provided by such documents, and such written notice shall be effective only upon receipt by us. You agree to indemnify, keep indemnified, and defend us from and against any and all Losses that we incur as a result of relying on documents provided by you that relate to your creation, existence, or authority.

2.1.5.2. Trust And Other Fiduciary Accounts. A trust or other fiduciary account is one that is established by a fiduciary pursuant to a written agreement. A fiduciary account can be set up by one or more fiduciaries as Account Holder(s). If the fiduciary account is being established for a trust, we may require the Account Holder to provide a full copy of the written trust agreement or other relevant documentation. We also may require the Account Holder to provide us a trustee's certificate, in a form approved by us, or any other evidence of the trust's existence and the fiduciary's authority to establish and transact in the account that we believe to be appropriate in our sole discretion. By accepting the written trust agreement or any other document, we in no way assume any responsibility to review or comply with the terms of the trust agreement or such other document. We shall not accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement or other documentation that provides otherwise. Upon the death, incapacity or replacement of a fiduciary, as shown by evidence satisfactory to us, we shall rely upon the instructions of the successor fiduciary(ies).

2.1.6. Power Of Attorney

We will accept a power of attorney only on sole proprietor accounts. If you want to grant someone power of attorney to transact business on your account on your behalf, you must provide a document that is satisfactory to us. We have no obligation to review the legal validity of any power of attorney, and you agree that we are entitled to rely on any power of attorney that you provide to us. However, unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others. If you do provide us with a power of attorney document, we may, at our option, accept the attorney-in-fact's authority on your behalf without question until we receive written notice that the power of attorney has been revoked or terminated and we have had a reasonable time to act on such written notice.

2.1.7. Stop Payments

At your request and risk, we may accept a written, electronic, or oral stop-payment order on any check drawn on, or ACH debit from, your account (including a temporary stop-payment order for a postdated check). Any stop-payment order must specify the account number, the check number or the ACH serial number, the amount, the date of the check or ACH debit, and the payee. You acknowledge that if you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable if we incorrectly make the payment or do not make the payment. A stop-payment order must be given in the manner required by law and must be received by us in time to give us a reasonable opportunity to act on it, usually a minimum of three (3) Business Days. We will honor a stop-payment request by any Authorized Signer, whether or not that Authorized Signer signed the item. If you orally contact us to stop a payment, we may require you to put your request in writing and deliver it to us within 14 calendar days, and if we do, then your original oral order will be binding on us for only 14 calendar days, after which we may terminate the oral stop-payment order, unless we receive your written confirmation within that period. In any case, written stop-payment orders will be effective for only six (6) months as provided by law or our policy, and if we have not disclosed our policy to you, you may ask for information on it. We are not obligated to notify you when a stop-payment order expires. You agree to hold us harmless for any check or debit on which you have requested a stop-payment and to indemnify us against any Losses incurred due to our refusal to pay such check or debit. If you place a stop-payment order, you agree to pay a fee for each stop-payment, in the amount set forth in the Deposit Account Fee Schedule.

If an Official Check is lost or stolen, a stop-payment order CANNOT be placed on such Official Check. Pursuant to the Uniform Commercial Code, to receive reimbursement for or the replacement of an Official Check, you must provide to us a written statement of the loss and must also provide us an indemnification in the form of a surety bond from an unaffiliated third party that will protect us in case the Official Check is presented. If you choose not to purchase a surety bond from an unaffiliated third party to indemnify us, we will delay reimbursing you for the Official Check until the 91st day after issuance. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you.

2.1.8. Postdated Checks

We may pay any checks or other Items presented against your account without regard to the date of the Item. If you do not want us to pay a postdated check, you must place a stop-payment on the postdated check by complying with our stop-payment policy. If you do not provide appropriate notice to us of a stop-payment, you acknowledge and agree that (a) we are under no obligation to verify the date of the check, (b) you authorize us to pay the check and debit your account for the amount, even if the check is presented for payment prior to the date written on the check, (c) we may return the postdated check in our sole discretion, and (d) we will not be liable to you or any payee or payor if we return a postdated check, or if we pay a postdated check drawn on your account when you have not provided appropriate advance notice to us of the postdated check.

2.1.9. Stale-Dated Checks

We are not obligated to pay a check presented for payment more than six (6) months after its date. However, we may pay such a check and charge your account without liability, even if the presentation occurs after the expiration of a stop-payment order. If you do not want us to pay a stale-dated check, you must place or renew a stop-payment order on the check in the manner we describe in this Account Agreement.

2.1.10. Order Of Posting Withdrawals

2.1.10.1. Generally. We post (or pay) cash transactions conducted in EverBank financial centers, wire transfers, and bank checks during the day at the time of the transaction. Most other transactions are posted to your account during our nightly processing each Business Day. Transactions conducted by you or received by us on non-Business Days are processed on the next Business Day in which we receive the transaction. First, we post deposits received prior to the day's cut-off time or from the previous Business Day (see the Funds Availability Disclosure in this Booklet). Then, we post your withdrawals, including ATM and other debit card transactions, transfers and checks in accordance with the schedule below.

2.1.10.2. Categories Of Withdrawals. As part of our process for posting withdrawals, we reserve the right to: (a) establish different categories of withdrawals, (b) establish a posting order for categories of withdrawals, and (c) within each category of withdrawals, establish different posting orders for the Items within that category. We reserve the right to change the categories of Items and the posting order of any category or any Items within a category at any time, without notice to you (unless notice is required by law).

2.1.10.3. Order Of Posting. We pay some categories of withdrawals and each withdrawal within a category as follows:

Order	Category	Order Of Transactions Within Category
1	**Cash Transactions**–Cash withdrawals at an EverBank financial center, wire transfers and Official Check purchases	Withdrawals in this category are paid intraday at the time of the transaction.
2	**ATM and Debit Card Transactions**	Withdrawals or transfers conducted with your ATM or Visa® Debit Card are paid during end of day processing and are posted by date and time received.
3	**Bill Pay and Other Financial Center Transactions**–Bill Pay transactions, transfers requested at EverBank financial centers, checks deposited by others that have accounts at EverBank financial centers	Withdrawals in this category are paid during end of day processing and are paid from highest-to-lowest dollar amount.
4	**All Other Transactions**–All other checks and all other automatic payments (ACH transactions)	All other withdrawals are paid during end of day processing and are posted from highest-to-lowest dollar amount.

2.1.11. Overdrafts, Insufficient Funds, And Returned Deposited Items

2.1.11.1. Definition Of Available Balance. “Available balance” means the amount of funds in your account available for your immediate use at a given time and reflects pending withdrawals or items that have been authorized for payment but have not yet settled (where these would lessen the amount available for your immediate use) but does not include any deposits to your account that have not yet cleared, are subject to a hold, or are otherwise unavailable in accordance with the Funds Availability Disclosure included in this Booklet.

2.1.11.2. Definition of Authorization Hold. “Authorization Hold” means a temporary hold placed against some or all of your funds in your account and occurs when we authorize a debit card transaction from a merchant. The funds on hold will be subtracted from your available balance.

2.1.11.3. Description Of Overdraft And Insufficient-Funds Situations. Overdrafts and insufficient-funds situations occur when the available balance in your account is insufficient to pay an item and can be created by writing checks, in-person withdrawals, ATM withdrawals, debit card transactions, Bill Pay transactions, automated clearing house transactions, deposited items that are dishonored, electronic transactions or through other transactions. Following the order of posting, if the available balance in your account (plus any additional amounts that may be accessible through our Overdraft Protection service) is insufficient to pay a withdrawal or other transaction at the time of posting, each such transaction will generally be declined. However, if the available balance in your account is sufficient to pay an ATM or one-time debit card transaction at the time that the ATM or one-time debit card transaction is authorized, but the available balance in your account (plus any additional amounts that may be accessible through our Overdraft Protection service) is insufficient to pay the transaction at the time of settlement, we will nonetheless pay the transaction but will not assess any fee, which will result in your account having a negative balance.

We can place an Authorization Hold on your account for up to 3 business days (or for up to 30 business days at our discretion for certain types of debit card transactions, including but not limited to, international car rental and hotel), from the time of the authorization of a transaction or until the transaction is actually paid from your account. However, if the merchant does not submit the transaction for payment within the time allowed, we will release the Authorization Hold. If we release the Authorization Hold, the available balance in your account will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization, and we will pay the transaction from your account. In some situations, the amount of the Authorization Hold may differ from the actual transaction amount because the total amount you will spend is not known. For example, an authorization request is submitted by a restaurant for your meal before you add a tip. As a result, you might end up overdrawing your account even though the available balance appears to show there are sufficient funds to cover your transaction. For example, if a merchant does not submit a one-time debit card transaction for payment within 3 business days of authorization (or for up to 30 business days at the bank's discretion for certain types of debit card transactions, including but not limited to, international car rental and hotel), we must release the Authorization Hold on the transaction even though we will have to honor the transaction. The transaction will be paid from the funds in the account when we receive it for payment.

To minimize the risks of overdrafts, insufficient-funds situations, and associated fees, we encourage you to make careful records and practice good account management. **In addition, you may be able to avoid account overdrafts and insufficient-funds situations through the use of our Overdraft Protection service.**

2.1.11.4. Our Election To Pay Or Return. If a check you write or any other transfer or withdrawal request is presented for payment against your account, or if we otherwise receive notice of such check, transfer, or withdrawal request, and the available balance in your account is insufficient to pay the item (whether due to a hold on funds, uncollected items, or otherwise), we shall have the authority, in our sole discretion, to either (a) make payment in accordance with such check, transfer, or withdrawal request in any order at our option; or (b) return the check, transfer, or other withdrawal unpaid. In either case, we are not liable to you for doing so. If we decide to pay the check, transfer, or withdrawal request, you agree to reimburse us immediately for the amount of the overdraft. Should we decide to pay an overdraft, we will not be obligated to do so again in the future.

2.1.11.5. Your Liability. However an overdraft or insufficient-funds situation is created, you will be liable for any fees and any account shortage resulting from fees, charges, overdrafts and returned deposited Items. You have this liability whether the overdraft or insufficient-funds situation is caused by you, another with access to your account, or by a person that provided you an Item that is deposited to your account but returned by us. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the Item, requested the debit or withdrawal, or benefited from the charge, overdraft, or returned Item. You are responsible for reimbursing us for all overdrawn checks or other withdrawal, transfer, or debit requests, regardless of when or why they were returned. In addition, your liability includes our costs to collect any account shortage, including, to the extent permitted by law, our court costs and reasonable attorneys' fees. Your liability under this section is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available including deposits that may be received from the Social Security Administration or other governmental agency or department.

2.1.11.6. Other Effects Of Overdrafts And Returned Items. In the event of overdrafts and returned Items, we may also close your account without notice unless notice is required by law.

2.1.12. Amendments And Termination

2.1.12.1. We may amend at any time any of terms and conditions contained in this Booklet, the Deposit Account Fee Schedule, any Services Documentation, any Services Addendum, or in any other agreement or disclosure related to your account or the services we provide you. Rules governing changes in interest rates are provided separately. When making amendments, we will give you notice of amendments when required by law, and such amendments shall become effective upon delivery of notice to you or such later date as may be stated in our notice to you. Your continued use of an account or any use of any service after any amendment takes effect will constitute your agreement to such amendment. A current copy of this Booklet is always available on our website.

2.1.12.2. We may close your deposit account(s) with us at any time, upon reasonable notice to you and tender the account balance to you by mail. If we believe that it is necessary to close your account immediately in order to limit losses by you or us, we may close your account prior to providing notice to you. If we close your account, the Account Agreement will be terminated, and no transactions on your account and no use by you of any EverBank services will be permitted.

2.1.12.3. THE TERMS AND CONDITIONS CONTAINED IN THIS BOOKLET, AS MAY BE AMENDED FROM TIME TO TIME, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

2.1.13. Signatures; Electronic And Facsimile Documents

2.1.13.1. Signature Card. As part of our account opening processes, you will be required to sign a signature card. The signature card (which we may collect from you by electronic means) is one of the methods we use to confirm your authorization for an account and the transactions conducted on the account. We may require that you and anyone whom you authorize to conduct transactions on your account sign the signature card for, at a minimum, the first account you open with us. If we do not receive a signed signature card within 30 days of the date your initial deposit is received, we reserve the right to restrict certain transactions on your account. These transaction restrictions may include, but are not limited to, restrictions on wire transfers, official check requests, nonproprietary ATM transactions, check or other debit activity. We also reserve the right to close the account if a signature card is not signed by all Account Holders within 60 days. Your signature card authorizes us to open additional accounts for you in the same name as the Account Holders on the signature card when we receive further applications from you or requests for additional accounts.

2.1.13.2. Authorized Signer. Authorized Signers are merely designated to conduct transactions on the Account Holder’s behalf. We have no obligation to monitor transactions conducted by an Authorized Signer to ensure or confirm the transactions are made on the Account Holder’s behalf. In addition, if an Authorized Signer authorizes us to communicate with any persons, whether verbally, via email, or otherwise, who are not Authorized Signers, we may, in our discretion, communicate with those persons, and you agree to indemnify and hold us harmless from any and all Losses arising directly or indirectly out of such communications.

2.1.13.3. More Than One Signature Required; Other Special Paying Instructions. We usually will not accept accounts that require more than one signature or that require special paying instructions. Therefore, checks and other withdrawal or transfer requests may be paid on one signature notwithstanding any instructions to the contrary, unless required by court order or other law or legal process. We may, however, in our sole discretion, permit an account that requires two authorized signatures or two personal identification numbers (PINs), or that has other special paying instructions, to make withdrawals, transfer funds, or otherwise transact business on the account. The acceptance by us of such an account authorization process or special payment instruction is only valid if provided to you in writing by us and subject to the conditions and limitations provided in such written acceptance, including, without limitation, any additional fees that we may charge.

2.1.13.4. Check Signature Verification and Notation. Checks written on, and other Items debited from, your account may be processed mechanically based on information encoded on such checks or other Items. Although we may visually review such checks and other Items from time to time, you agree that reasonable commercial standards do not require us to do so. If we do visually review any check or other Item, we may return it unpaid without liability to you if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that even if we do visually review any check or other item, we will not be liable to you for honoring any check, withdrawal request, or other Item bearing a signature that, in our sole opinion, matches your specimen signature. You also agree to indemnify and hold us harmless from any and all Losses arising directly or indirectly out of (a) the misuse or unauthorized use of any facsimile signature used on a check, withdrawal request, or other Item; or (b) the payment or acceptance of any Item with restrictions or notations, whether you are the payee, payor, endorser, drawer, or otherwise.

2.1.13.5. Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders or transfer or debit requests, but we may honor facsimile signatures in our sole discretion. If we do honor Items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders or transfer or debit requests for the payment of money that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as it resembles the facsimile signature specimen filed with us and contains the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

2.1.13.6. Electronic Documents. In our sole discretion, we may accept signature cards, agreements or other documents that you have signed and sent to us by electronic means, like email, or other file transmittal processes we might offer. By sending us any such document by electronic means, you agree that we may rely on it and on the signature, and that the document is binding on you even if you do not deliver the original signed document to us.

2.1.14. Address Or Name Changes

You are responsible for notifying us of any change in your address, phone number, email address, or name, and of any changes in your Authorized Signers. Informing us of your address or name change on a check reorder form is not sufficient. Unless we agree otherwise, at least one of the Account Holders must make a change of address, phone number, name, or Authorized Signer in writing. We will attempt to communicate with you only by use of the most recent address you have provided to us. In addition, all notices required by law or otherwise will be sent only to the most recent address you have provided to us.

You agree that any notice or communication sent to you at the address in our records shall be effective unless we have received an address change notice from you and we have had a reasonable time to act on it.

2.1.15. Direct Deposit And Electronic Transfers; Notice To Receivers

2.1.15.1. Under the Nacha Rules, we are not required to give next day notice to you of receipt of an ACH Item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. If, in connection with a direct deposit or electronic transfer, we deposit any amount in an account that should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

2.1.15.2. Pursuant to the Nacha Rules, the following notifications are provided to Receivers of Credit Entries that are subject to Article 4A of the Uniform Commercial Code of Florida:

- the credit Entry may be transmitted through the ACH;
- your rights and obligations concerning the credit Entry are governed by and construed in accordance with the laws of the State of Florida;
- any credit we provide to you for the credit Entry in accordance with the Rules is provisional until we have received final settlement through a Federal Reserve Bank or have otherwise received payment as provided in Article 4A;
- if we do not receive such payment for the credit Entry, we are entitled to a refund from you in the amount of the credit to your account, and the originator of the credit Entry will not be considered to have paid the amount of the credit Entry to you; and
- we are not required to provide, and will not provide, you with notice that we have received the credit Entry.

2.1.16. Setoff

We have a legal right to use the money in any of your accounts or any of your other assets with us to pay your debts to us. In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts with us or any affiliate, against any debt you owe us or our affiliates. This is called “setoff.” This section explains our legal and contractual rights of setoff.

If you ever owe us or any of our affiliates any money as a borrower, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates (even if it is ultimately determined that the amount is not owed), we have the right under law and under this Account Agreement to pay the debt by using the money from any of your accounts or other assets with us or our affiliates. The only exceptions are that this right of setoff does not apply (a) to funds in a Traditional or Roth IRA or other tax-deferred retirement account, (b) when the debtor’s right of withdrawal from the account or access to another asset held with us only arises in a representative capacity, or (c) to a credit card holder’s indebtedness arising from a consumer credit transaction. Our right of setoff can arise in several different ways. For example, we have this right of setoff if you fail to maintain sufficient funds in your account(s) for your transactions or if you otherwise fail to timely pay your debts to us or one of our affiliates. If we do exercise this right of setoff, it will be exercised against your accounts and assets in the following order of priority to the extent permitted by law: (a) liquid assets in another of your accounts with us or with any of our affiliates, (b) any matured certificate of deposit (CD) awaiting rollover or payment to you, (c) any other CD held with us, and (d) any fully paid securities in any account held with us or one of our affiliates.

When we exercise our right of setoff, we may sell and/or transfer any and all of your securities or other property in order to satisfy your obligations. We may do this at any time and without prior notice to you unless required by law.

We may setoff the funds in your accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the account or asset owners) having the right of withdrawal in the accounts or right to the asset, to the extent of such person's or legal entity's right to withdraw or obtain the asset. We may use the money from your accounts to pay the debt even if our withdrawal of the money from your accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your account for insufficient funds. Additionally, you understand that you may be subject to monetary penalties if a CD, which has not matured, must be liquidated to cover any overdraft.

In the case of an account for a sole proprietorship, the owner agrees that we may use money in the sole proprietorship account to satisfy the owner's individual obligations to us and may use the money in any consumer accounts to satisfy obligations in the sole proprietorship's account. In addition, in the case of an account for a general partnership, each partner agrees that we may use the money in the partnership account to satisfy any one of their individual obligations to us. Similarly, each partner agrees that we may use the money in his or her individual accounts to satisfy obligations in the general partnership account. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we setoff, including any balance the due date for which we properly accelerate under the note.

You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any Loss arising as a result of our exercise of our right of setoff.

You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Account Agreement and by applicable law.

2.1.17. FDIC Insurance

Funds in your deposit account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) up to the limits established by the FDIC and backed by the full faith and credit of the United States. The total amount of insurance coverage you have at EverBank depends on the number of accounts you have with us and the ownership of those accounts. If you would like additional information on FDIC insurance, you may ask us or visit the FDIC online or call 1.877.ASK.FDIC (1.877.275.3342) or 1.800.925.4618 (TDD). Current FDIC insurance coverage is $250,000 per depositor per category of account ownership.

For FDIC insurance purposes, your deposits with EverBank are combined by FDIC ownership category with any other deposits you may have with EverBank through other means, such as by your participation in deposit placement services or sweep agreements with another financial institution.

If your deposit is held in a currency other than United States dollars, FDIC deposit insurance does NOT insure against any loss in the value of your account due to foreign currency value fluctuations. The amount of deposit insurance available for funds denominated in a foreign currency will be determined and paid in the United States dollar equivalent of the foreign currency, as the value of such foreign currency is determined by the FDIC under its regulations, on the institution's date of default.

Metals Select products:

Are not FDIC insured	Are not bank or government guaranteed	Are not deposits	May lose value

Purchasing or owning metals involves degrees of risk that make them unsuitable for certain individuals. You should carefully consider the suitability of such metals before making any decision. Metals Select transactions will not occur until your account is approved and sufficient funds are available. Please refer to the Specific Terms—Metals Select Accounts section in this Booklet for additional information.

2.1.18. Taxpayer Identification Number; TIN Certification; Tax Withholding

Federal law requires us to obtain the Taxpayer Identification Number (TIN) applicable to all accounts. For individuals, this is your Social Security Number (SSN) or Individual Taxpayer Identification Number; for legal entities, this is your Employer Identification Number (EIN). If you are a sole proprietor or a single-owner limited liability company, you may use your SSN or EIN in accordance with applicable law.

Federal tax law may require us to report to the Internal Revenue Service (IRS) interest and other payments we make to you from time to time, and to include your TIN. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS, on your behalf, a percentage of the interest earned on funds in your account(s) as federal income tax. This is known as backup withholding. Backup withholding taxes are sent to the IRS and cannot be refunded by us. We will not have to deduct backup withholding from your interest if, when you open your account, you certify your TIN and certify that you are not subject to backup withholding. There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

2.1.19. Obtaining Information About the Company

You authorize us to make or have made investigative inquiries we deem appropriate in connection with our determination to open, renew, update, maintain, or collect on your account.

2.1.20. Account Adjustments

We may make adjustments to your account from time to time to reflect corrections or changes to your balance. Adjustments might occur, by way of example and not limitation, if deposits are posted for the wrong amount, or to the wrong account, if you are subject to income tax back-up withholding tax but the appropriate amount was not withheld, or if Items are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount.

2.1.21. Changing Account Products

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time deposit (CD) account, the change will not occur before the next maturity date of your account, unless, in our reasonable discretion, a sooner change is required to comply with law, regulation, or guidance. If you do not close your account before the date specified in the notice, we may change your account to the other product on the date specified in the notice.

2.1.22. Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment, or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), or if we are required to suspend payment by any law or regulation, we will comply with such legal action or other requirements to suspend payments. Payments will be suspended until final resolution of such legal action or similar process or until the applicable law or regulation authorizes resumption of payments. This is true even if such suspension or compliance may be due to errors arising from similarity of names or other mistakes. If your account is attached, garnished, or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment, or other levy, even if paying the money from your account leaves insufficient funds in your account to pay your Items or in any way restricts access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

2.1.23. Force Majeure

Notwithstanding anything to the contrary in this Account Agreement, neither you nor EverBank shall be liable in damages for any delay or default in performing hereunder, if such delay or default is caused by conditions beyond your or EverBank's reasonable control. Some of those circumstances are: acts of God, epidemics, pandemics, states of emergency or disaster, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), Non-Deliverable Currency or other currency restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. **We may close your non-United States dollar account(s), including any WorldCurrency Access® Deposit Accounts, WorldCurrency® CDs, or WorldCurrency® CD Baskets, or convert them to United States dollars at any time, if we deem such action prudent, necessary or appropriate, in our sole discretion, in response to such circumstances.** If we do close your non-United States dollar account(s) or convert the funds in such account(s) to United States dollars as described above, we will not have any liability to you resulting from changes in the value of those non-United States dollars or resulting from the timing of our closing the account or converting the currencies to United States dollars.

2.1.24. Death Or Adjudication Of Incompetence

You agree to notify us immediately, and provide evidence to us, sufficient in our reasonable discretion, of the death or court-declared incompetence of any Authorized Signer on your account. We reserve the right to place a hold on your account and prevent withdrawal from your account upon the death of any Authorized Signer until all required release-of-funds procedures are completed, in our sole discretion. We further reserve the right to honor or dishonor, in our discretion, upon the death or any court-declared incompetence of any Authorized Signer, all checks, Items, and instructions until all required procedures to establish substitute or additional Authorized Signers are completed. We also may, in our discretion, freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to an Account Holder if an owner dies or if an owner is adjudicated incompetent. Additionally, if a deposit–including salary, pension, Social Security and Supplement Security Income (SSI) or any other government benefit payment–payable to a deceased Account Holder is credited to the account after the date the deceased Account Holder died, we may debit the account for the full or partial deposit amount and return it to the payer. If we accept instructions regarding your time deposit (CD) account that are to be effective upon maturity of your account, and you or another Account Holder of the account dies or is adjudicated incompetent prior to maturity of the account, the instructions may be ineffective if we receive written notice of death or legal incompetence prior to honoring such requests. We may continue to honor your checks, Items and instructions until: (a) we know of the death or incompetence of any Authorized Signer and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence for up to 10 days after your death or legal incompetence unless ordered to stop-payment by someone claiming an interest in the account.

2.1.25. Check Storage And Copies

You agree that you will not receive canceled checks issued from your account. We will store canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

2.1.26. Check Orders And Formats

For some products you may order blank checks from us by completing a check reorder form. Printed check order fees will be debited from your account and will appear on your account statement. If you order checks from a separate vendor, those checks may not meet our format or encoding requirements. At our sole discretion, we may refuse to honor or accept checks or other forms that you create or other companies provide that do not meet our format or encoding requirements, and we may refuse any withdrawal or transfer request that you attempt on forms not approved by us or by any method we do not specifically permit. You are liable for all Losses that may result from the use of a non-standard check or deposit ticket. If we do honor a non-conforming check, we may impose (and you agree to pay) a check processing fee.

2.1.27. Telephone And Email Communications With You

In order to ensure a high quality of service for our clients, and to provide continuing training for our contractors and employees, you agree that we may monitor, record, and share our telephone calls with you for quality assurance and compliance purposes. Also, to the extent not prohibited by applicable law, you agree that we may communicate with you for account-related business purposes at any telephone number or email address that you provided to us or that you may provide to us in the future. You also agree that, to the extent not prohibited by applicable law and exclusively for account-related business purposes, we may communicate with you at these telephone numbers using any means of communication technology, including (but not limited to) automatic telephone dialing systems, artificial or pre-recorded voice messages. Additionally, if any of the numbers that you provide to us either at application or thereafter is a cell phone number you understand and agree that we may also contact you with account-related information at that number through the use of text messages or email directed to your cell phone service. You understand and agree that we may contact you at your cell phone number using one or more of these communication technologies (or others that may be developed in the future) even if you will incur costs to receive such messages, text messages or emails.

You may make telephone transfers of funds from one of your accounts with us to another account with us, if otherwise arranged for or permitted, by the same persons and under the same conditions generally applicable to withdrawals made in writing. These limitations include any limitations on the number of transfers per month as disclosed for your account in the Specific Terms section in this Booklet related to your account.

2.1.28. Conflicting Demands And Disputes; Right To Freeze Or Interplead

Disputes can sometimes arise regarding who has the right to funds in your account. This section describes how we will handle those disputes. This section also describes our right to freeze the funds in your account, or any access device or related service in certain cases.

We are not required to make payment from an account to a depositor, or any other person claiming an interest in any funds in the account, if we believe there may be a dispute concerning the rights to the account proceeds or if we are uncertain who is entitled to the account funds. In such cases, we can notify all persons claiming an interest in the account of the dispute or uncertainty. We can make this notice without liability to you or any other person. We also can refuse, without liability, to disburse any funds in the account to any person until such time as, at our option:

- all depositors, beneficiaries, payees, and/or other persons claiming an interest in the account have consented in writing to the requested payment; or
- the payment is authorized or directed by a court of proper jurisdiction; or
- the party with a conflicting claim has withdrawn his or her claim in writing; or

- we have proof satisfactory to us in our sole discretion that the dispute has been resolved.

Even if we have knowledge of a dispute, we may, at our option and without liability to any Account Holder or other person, pay or permit withdrawal of any funds on deposit in an account to a depositor or agent of a depositor, or to another person claiming an interest in the account, if the adverse claimant provides suitable security and indemnification to us. We determine in our sole discretion whether the security and indemnification is suitable to us. If we ever believe that your account may be subject to fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account until we are able to complete our investigation of the account and transactions. Further, if we reasonably believe that your account is subject to, but violates, or potentially violates, any law or regulation, or any regulatory guidance or interpretation, we may restrict your account, or any access device or related service until we are able to make contact with you and/or rectify the violation, or potential violation. If we do freeze your account funds, or any access device or related service, we usually will provide you notice as soon as reasonably possible. However, we will not provide notice if a notice is prohibited by law or if we believe that notice could result in a security risk to us or the owner of the account funds or assets.

2.1.29. International Visa Debit Card Transactions

You may choose to use your Visa® Debit Card to make a cash withdrawal or purchase in a foreign country (an "International Transaction"). If your International Transaction is in a currency other than United States dollars, the transaction will be converted into a United States dollar amount by Visa International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing International Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. Visa also will charge you an International Transaction Service Fee (refer to the Deposit Account Fee Schedule for fee amounts). We monitor your accounts for signs of potential fraud, which could include the use of your Visa Debit Card in a manner that is out of the ordinary. For that reason, if you are planning on using your Visa Debit Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Otherwise it is possible that your International Transactions may be delayed or declined.

2.1.30. Inactive/Dormant Accounts And Unclaimed Property

In an attempt to prevent unclaimed property scenarios, EverBank may attempt to contact you by delivering a notice of inactivity to your address of record. Bank initiated charges and interest credits are not considered activity. Your property may be deemed abandoned if (a) you do not respond to our attempt to contact you and (b) you do not resume activity in your account(s) within 30 days of our attempt to deliver the notice of inactivity. If you still have not re-established contact with us or resumed activity in your account(s) during the period designated by applicable state statute for the relevant type of property, then we will process the property in your account(s) as unclaimed property, delivering the property to the state of your last known address on record. **If any account fee causes your account(s) to have a negative balance or a balance of $0, your account(s) will be closed, and even if you re-establish contact with us, we will not reimburse you for any account fees and are not liable to you for any interest that would have otherwise accrued on your account(s).** If your account reaches a negative or $0 balance for any other reason, we may either keep the account open or close the account without notice to you except required by law. If your account earned interest before it closed, your funds stop earning interest when the account is closed.

2.1.31. Unlawful Gambling Notice

This Notice is to inform you of your responsibilities under the Unlawful Internet Gambling

Enforcement Act (the "Act"), which became effective December 1, 2009. Under the Act, neither you nor any other person who has an ownership interest in or authority over your account may use it to process or facilitate payments for restricted Internet gambling transactions, and you represent and warrant to us that neither you nor any other person who has an ownership interest in or authority over your account may use it to process or facilitate payments for restricted Internet gambling transactions. For additional information regarding your responsibilities under the Act, including the types of transactions that may be restricted or prohibited by law, please refer to:
http://federalreserve.gov/newsevents/press/bcreg/bcreg20081112a1.pdf.

2.1.32. Instructions; Notices

2.1.32.1. Except as otherwise expressly provided in this Booklet or in any other written agreement between us, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

2.1.32.2. Except as otherwise may be otherwise explicitly provided for in this Booklet or in any other written agreement between us, we shall be entitled to rely on any notice or other communication, including oral communications or instructions, and communications via electronic means (including but not limited to email, Internet portals or other information transmittal processes), from any person identifying himself or herself as a person authorized by you to give us such notice or communication and believed by us in good faith to be such person, and any such notice or communication shall be deemed to have been signed or otherwise validly communicated by such authorized person. However, for certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, in our sole and absolute discretion, or be from an authorized person designated by you. In addition, certain requests may be subject to our approval. In no event will we be obligated to implement any requested change until we have had a reasonable opportunity to act upon the requested change.

2.1.32.3. Except as otherwise expressly provided in this Booklet or in any other written agreement between us, any written notice or other written communication required or permitted to be given to us shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier to the address set forth on the back cover of this Booklet. Except as otherwise expressly provided in this Booklet or in any other written agreement between us, any written notice or other written communication required or permitted to be sent to you shall be (a) delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier to the most recent address that you have provided to us, unless another address is substituted by notice delivered or sent as provided herein, or (b) delivered electronically in compliance with applicable federal and state laws and regulations. Notices shall be effective upon receipt, except as otherwise provided in this in this Booklet or in any other written agreement between us.

2.1.33. Confidentiality

2.1.33.1. We will maintain in accordance with our normal procedures for safeguarding customer information, the confidentiality of information obtained from you in connection with any service we provide to you under the terms of this Account Agreement, except as otherwise provided herein.

2.1.33.2. You acknowledge (a) our claim to proprietary rights in the Materials and (b) that the Materials constitute "trade secrets" of EverBank, or our licensors or vendors. You understand that all Materials are confidential. You agree to safeguard the Materials at all times and to establish and maintain procedures covering your employees and agents to assure the confidentiality of the Materials. You shall extend the same protection to Access Code. You shall not, or allow anyone else to, disclose the Materials to any person or entity, except your authorized employees and agents with a need to know the Materials. Except as may be set forth in any software license agreement, or as otherwise agreed between the parties, you shall not, or allow anyone else to, make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, tangible, printed or otherwise) in which they may exist from time to time. You shall not, or allow anyone else to, translate, disassemble, decompile or reverse-engineer any software or security devices. You may use the Materials only for the purposes for which they were provided to you by us. You agree to notify us promptly by telephone, confirmed in writing, if any Materials are lost or the confidentiality of any Materials is compromised.

2.1.33.3. You shall have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed access or use any Materials without proper supervision and strict security controls.

2.1.33.4. You acknowledge that all records we use for any transaction or service provided under the Account Agreement shall be and remain our property. We may, at our sole discretion, make available such records available upon your request. You shall pay any expenses incurred by us in making such records available to you.

2.1.33.5. Either party shall be able to disclose information: (a) that the other party has approved by prior writing for disclosure; (b) that is disclosed to its professional advisors or auditors who are subject to a confidentiality agreement that provides the same substantive rights and obligations as described in herein; (c) that is or becomes public other than through a breach of these confidentiality obligations, (d) that was in its possession or available to it from a third party prior to its receipt in connection with any service, (e) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (f) as required or requested by any securities exchange or regulatory body to which either party is subject or submits, or (g) as otherwise required to be disclosed by law or by legal or governmental process.

2.1.33.6. You agree that: (a) we may disclose to our offices, affiliates, officers, employees and agents with a need to know, any information we obtain about you, and (b) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding subsection.

2.1.33.7. You acknowledge and understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services.

2.1.33.8. It is possible that in providing one or more services, we will transmit Personal Data. We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide one or more services. We may contract with others to provide data transmission or storage services. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

2.1.33.9. This confidentiality section does not limit our ability, or that of our affiliates, to access and use transaction data related to any service provided to you in connection with the management of our or their business.

2.1.33.10. Your obligations under this confidentiality section shall survive termination of the Account Agreement.

2.1.34. Indemnification; Cooperation

2.1.34.1. To the extent permitted by law, you shall indemnify us against and hold us harmless from and defend us against any and all Losses arising out of or relating to: (a) the enforcement of the terms and conditions contained in this Booklet, including without limitation terms and conditions of any service, or any disputes or enforcement of laws, fines or rules, or legal actions by parties other than you and us, (b) any act or omission by you or any other person, concerning the terms and conditions contained in this Booklet, including without limitation the terms and conditions of any service, (c) any breach of any of the warranties, representations or agreements, given by you in the Account Agreement, any other agreement that you enter into with us, or any other document that you may provide to us, (d) any breach by you of any of your obligations under the terms and conditions contained in this Booklet, in any Services Documentation, or any Service Addendum, including without limitation the terms and conditions of any service, and (e) any claim by any person that we are responsible for any act or omission of Company, or any other person, including without limitation, any Federal Reserve Bank, any ACH Operator or transmission or communications facility, any Receiver, and any RDFI. This indemnification obligation does not apply to any such Losses attributable to our gross negligence or willful misconduct. Your obligations under this section shall survive termination of the Account Agreement.

2.1.34.2. Further, with respect to any service where we receive payment from a third party on your behalf, the amounts received (less related charges, disbursements and/or expenses) will be paid to you, except that if we are required to return any such payment received upon the insolvency, bankruptcy or reorganization of such third party or for any other reason, you will repay to us the amount paid to you together with interest thereon from the date we returned the payment and so notified you at the rate specified by us in our schedule of charges with regard to the applicable service.

2.1.34.3. In the event of any damages for which we or you may be liable to each other or to a third party pursuant to any service provided under the terms and conditions contained in this Booklet, including without limitation the terms and conditions of any service, both you and we will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. You further represent and warrant that any Third Party Service Provider will agree to undertake reasonable efforts to cooperate, as permitted by applicable law, in performing loss recovery efforts in connection with any actions that we may be obligated to defend or elects to pursue against a third party.

2.1.35. Your Representations And Warranties; Acknowledgments

2.1.35.1. You represent and warrant to us on each day on which a service is made available to you by EverBank that: (a) the Account Agreement, any other agreement that you have entered into with us, constitutes your duly authorized, legal, valid, binding and enforceable obligation; (b) the performance of your obligations and the consummation of the transactions contemplated under the Account Agreement, any other agreement that you have entered into with us, will not (1) constitute or result in a breach of your governing documents or the provisions of any material contract to which you are a party or by which you are bound or (2) result in the violation of any law, regulation, judgment, decree or order applicable to you; (c) you shall perform your obligations under the Account Agreement, any other agreement that you have entered into with us, in accordance with all applicable laws, regulations and orders, including, any state or local laws, regulations, or orders applicable to you, as any of these laws, regulations or orders are amended from time to time and you shall not engage in any illegal purpose or activity or violate any applicable law, rule, or regulation; (d) you agree to be bound by and comply with the Nacha Rules, as such may be amended by Nacha from time to time, and that you will not initiate Entries in violation of the laws of the United States or of the Rules; (e) the debiting of any account as provided in the Account Agreement is not inconsistent with any restriction on the use of that account; (f) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Account Agreement, any other agreement that you have entered into with us, and the transactions contemplated under the Account

Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; (g) the services you receive pursuant to this Account Agreement, and any other agreement that you have entered into with us, are for business use only and are not primarily for personal, family or household use; (h) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of the Account Agreement; (i) all information that you provide to us in connection with (1) any application for a product or service, (2) this Account Agreement, (3) any other agreement that you have entered into with us, and (4) any Services Documentation is true, correct, and complete, and you agree to notify us promptly of any material change in such information and to provide us additional information if requested in our discretion; (j) (1) any security procedures set forth in this Booklet and accompanying account documentation are commercially reasonable and (2) we will have no liability to you for any unauthorized payment or transfer made consistent with such security procedures, unless you have provided us prior notice of possible unauthorized payment or transfer, and we have had a reasonable opportunity to act on such notice; and (k) you and all the operations, functions, products, and services you conduct and offer comply with all applicable laws, regulations, orders, and other federal, state, or local requirements, and no employees, agents, associates, vendors, suppliers, independent contractors or any other third parties you use in the conduct of your business are persons listed on the United States Department of the Treasury, Office of Foreign Assets Control's list of Specially Designated Nationals and Blocked Persons or any replacement list therefore. You acknowledge that we will rely on your representations and warranties, and on the information provided by you in making our decision to grant approval to you to access any product or service under the Account Agreement.

2.1.35.2. You acknowledge and agree that if an Item describes a Receiver or payee inconsistently by name and account number, payment of the Item transmitted by EverBank may be made by the RDFI or recipient financial institution (or by EverBank in the case of an On-Us Entry) on the basis of the account number that you supplied, even if it identifies a person different from the named Receiver or payee, and that your obligation to pay the amount of the Entry or Item to EverBank is not excused in such circumstances. You are liable for and must settle with EverBank for any Entry or other Item that you initiated that identifies the Receiver or payee by account or identifying number or by name and account or identifying number.

2.1.35.3. You authorize us to make such inquiries and gather such information as we deem reasonable and necessary to make decisions regarding your access to any service, including, without limitation, inquiries to credit reporting agencies, as more particularly described in your Account Agreement.

2.1.35.4. You understand and agree that your use of any service does not affect any of your obligations described in your Account Agreement, including, without limitation, to examine your account statements and report with respect to your account(s): (a) errors, or unauthorized signatures, alterations, or endorsements on Checks, and (b) unauthorized withdrawal, transfer or debit requests and other discrepancies. Further, you understand and agree that your use of any service or our receipt of information associated with any service does not, except as explicitly provided for herein or in any Services Documentation, increase our obligations or duties with respect to your account(s), including, without limitation, the payment of Checks or processing of other withdrawal, transfer or debit requests, and we shall have no liability for any Losses arising from your reliance on any service.

2.1.35.5. You understand that the availability of each service offered by EverBank is at all times conditioned upon the corresponding correct operation and availability of your and our, and certain suppliers' computer services and systems used in providing the services. We shall not be liable or have any responsibility of any kind for any Losses incurred or suffered by you in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within our control.

2.1.35.6. You understand and agree that if any service offered by EverBank requires use of an Access Code, we will be fully protected in relying on the correct Access Code and that any security procedures set forth in this Booklet and accompanying account documentation are commercially reasonable and we will have no liability to you for any unauthorized payment or transfer made consistent with such security procedures, unless you have provided us prior notice of possible unauthorized payment or transfer, and we have had a reasonable opportunity to act on such notice.

2.1.36. Your Responsibilities

2.1.36.1. General Responsibilities. You agree to exercise reasonable control over all checks (including, but not limited to, Official Checks and unused checks), PINs, passcodes or other Access Codes or devices, debit cards, and any other Item, instrument, or cards related to your account. You agree to notify us immediately if any of these things is or may have been lost, stolen, or used without your authorization. We may issue replacements for lost or stolen checks, PINs, debit cards, or other Items, instruments, or cards, but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may close your account to help prevent future losses.

2.1.36.2. Notification of Discrepancy. You agree to review your periodic statements, checks, confirmations, debit slips, Items, and other records sent or made available to you with reasonable promptness. You agree that "reasonable promptness" means within 30 days of the statement date or the date the checks, confirmations, debit slips, or other Items or records were sent or made available to you. You must notify us of any discrepancy between your records and the information shown on the periodic statement within 30 days after we sent or made available to you the periodic statement showing the discrepancy. If you fail to notify us within this time period, then you cannot claim or recover from us any Losses for (a) your unauthorized signature or any alteration on any Item, if we also prove that we suffered a Loss by reason of your failure to timely notify us, or (b) your unauthorized signature or alteration by the same wrongdoer on any other Item paid by us in good faith if we made the payment before you notified us about the unauthorized signature or alteration. In addition, if you fail to notify us of (a) any unauthorized signature or alteration within 180 days, or (b) any unauthorized endorsement within one year, of such periodic statement sent or made available to you, you shall be precluded from asserting against us the unauthorized signature, alteration, or endorsement, and Company hereby waives all such claims, including without limitation claims for interest, costs or attorneys' fees. Furthermore, Company shall be liable to us for all Losses incurred by EverBank as a result of such failure to timely notify us.

2.1.36.3. Check Fraud Detection Products. From time to time we may make available to you certain products and services that are designed to detect and/or deter check fraud. While no product or service will be completely effective, we believe that the products and services we may offer will reduce the likelihood that certain types of fraudulent Items will be paid against your account. You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent Item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such Items.

2.1.36.4. Full Reconciliation Service. If you are using the "Full Reconciliation" service pursuant to the provision of Treasury Services or any other services, you agree to use normal due diligence regarding the examination of your account statements and individual Checks to detect errors or alterations. We shall not be liable for any Loss arising from your failure to exercise due diligence.

2.1.36.5. Payment of Fees. You authorize us to deduct all fees and charges listed in this Account Agreement (including, without limitation, those fees in the Deposit Account Fee Schedule and Metals Select Account Fee Schedule), or otherwise disclosed to you, directly from any account that you have with us as such fees and charges are accrued. You will pay any additional reasonable charges for services you request that are not covered by this Account Agreement.

2.1.36.6. Payment of Claims. In consideration of our extensions of credit to you, and other instruments for payment of money made to or for your account, you unconditionally guarantee to us the prompt payment of claims of every nature and description against us arising as a result of such credit or other payment instruments.

2.1.37. Our Responsibilities; Limitation Of Liability

2.1.37.1. Our Responsibilities.

2.1.37.1.1. We shall be responsible only for performing our obligations related to any services provided by EverBank as expressly provided for in the Account Agreement and any applicable Services Documentation, and we may contract with an outside vendor in providing any of these services. We shall be entitled to rely solely on the information, representations and warranties provided by you in the Account Agreement and any related Services Documentation, and we shall not be responsible for the accuracy or completeness thereof, or for any errors.

2.1.37.1.2. We make no warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any service. We are liable to you only for actual damages incurred as a direct result of our gross negligence or willful misconduct in providing a service.

2.1.37.1.3. We will not be responsible for your acts or omissions or the acts or omissions of your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed our agent. If you permit any Subsidiary, Authorized Signer or other user to access one of our services, we will not be responsible or liable for such Subsidiary, Authorized Signer or user's use or misuse of our services or access to accounts owned by you. We may and will treat all instructions and information received by us through this arrangement as provided by and for your benefit and subject to all our rights under the Account Agreement with respect to the pertinent services. We also will not be liable for any failure to act on our part if we reasonably believed that the action we did not take would have violated any law, rule, regulation, or court order or decree.

2.1.37.1.4. With respect to any service provided by EverBank, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

2.1.37.1.5. If you report a discrepancy with respect to any of your business or non-personal accounts, we will determine whether an error occurred in a reasonable time and, if there was an error, credit your account for the appropriate amount.

2.1.37.2. Limitation of Liability. Subject to the foregoing limitations, our liability to you for Losses shall be limited to an amount not to exceed the total amount you paid to us for services we provided pursuant to the Account Agreement, or any other applicable agreement between us, during the thirty (30) calendar days preceding the event that caused the Loss. This section does not limit our responsibility to settle Entries or otherwise conduct transactions or provide services in accordance with the Account Agreement.

You agree that the amount of any claim you have against us in connection with any account or banking transaction with us, whether brought as a warranty, negligence, wrongful dishonor, or other action, is subject to reduction on the basis of failure on your part (or on the part of your agents) to use reasonable care. YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO ANY SUCH CLAIM WILL BE LIMITED TO THE FACE VALUE OF AN ITEM IMPROPERLY DISHONORED, OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED.

In no event will we be liable for any indirect, special, incidental, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense, and regardless of the legal or equitable theory of liability which you may assert, including without limitation, any losses from subsequent wrongful dishonor resulting from our acts or omissions pursuant to the Account Agreement.

2.2. Funds Availability Disclosure

Your ability to withdraw funds.

Our general policy is to delay the availability of funds from your check deposits, cash deposits when made other than at an EverBank financial center, and any deposit made at an ATM. 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. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

2.2.1. Determining Availability Of Your Deposit

THE AVAILABILITY OF FUNDS VARIES DEPENDING ON TIME OF DEPOSIT AND THE TYPE OF DEPOSIT AS SET FORTH IN THIS DISCLOSURE.

The availability of funds is determined in Business Days from the day of your deposit. Every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the applicable “cut-off time” 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 the applicable cut-off time, or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

For deposits made in person at an EverBank financial center, the applicable cut-off time is the time that the financial center closes. Each financial center has its own closing time, but all EverBank financial centers are open on Business Days until at least 5 p.m. (local time) unless an earlier closing time is posted at the financial center for special circumstances.

For deposits made at ATMs, cut-off times vary according to the financial institution that operates the ATM. Deposits made on a non-Business Day or after the applicable cut-off time will be considered made on the next Business Day that we are open. For deposits made at an ATM we own or operate, the applicable cut-off time is 11 p.m. (ET). ATMs we own or operate are posted with the EverBank name. EverBank does not establish the cut-off times for ATMs operated by other institutions. However, signs may be posted on ATMs that clearly state the ATM cut-off time. If the time is not posted, in general, make your deposit before noon Monday through Friday (excluding federal holidays), and the deposit likely will be processed that day and treated as if made on that day. In general, if you deposit after noon Monday through Friday, on a weekend, or on a holiday, your deposit will be treated as if the deposit was made the following Business Day. For deposits made using our Mobile Check Deposit Service, the applicable cut-off time is 8 p.m. (ET). For deposits made using Remote Deposit Capture Service, the applicable cut-off time is 9 p.m. (ET). Such Deposits made on a non-Business Day or after this cut-off time will be considered made on the next Business Day that we are open.

Certain deposits into certain accounts may have funds availability rules that differ from what is described in this disclosure. If you have an account with different funds availability rules, you will receive an appropriate funds availability disclosure at the time you open your account or at the time that the rules applicable to your account are changed. That disclosure supplements and supersedes this disclosure but only to the extent that there are discrepancies or inconsistencies between the two disclosures.

2.2.2. Deposits Made At Non-EverBank ATM Terminals

Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth Business Day after the day of your deposit. If your total deposit is more than $6,725 on any one day, the first $6,725 of your deposit will be available on the fifth Business Day after the day of your deposit. The remaining funds will generally be available on the eighth Business Day after the day of your deposit. If we delay your ability to withdraw funds for this reason, we will notify you and tell you when the funds will be available.

2.2.3. Same-Day Availability

Funds from electronic direct deposits (ACH credits), wire transfers to your account, and cash deposits made in person to one of our employees at an EverBank financial center will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

2.2.4. Next-Day Availability

Except as otherwise provided, our policy is to make funds from your cash deposits (when not made in person to one of our employees at a financial center) and check deposits available to you on the first Business Day after the day we receive your deposit.

DO NOT SEND CASH FOR DEPOSIT USING THE U.S. MAIL OR ANY OTHER DELIVERY SERVICE. EVERBANK CANNOT BE RESPONSIBLE FOR YOUR LOSS IF YOUR DEPOSIT IS LOST, STOLEN, OR MIS-DELIVERED BEFORE WE RECEIVE IT.

2.2.5. Longer Delays May Apply

Except as described for the product types noted below, if you deposit checks totaling more than $6,725 in a single Business Day, only $6,725 will be available to you on the Business Day after the day the checks were deposited. The remaining funds will generally be available to you on the fourth Business Day after the day of your deposit. This section serves as your one-time large-deposit delayed availability exception notice.

These account types have a different funds availability schedule:

- For Business Analysis Checking and Business Checking accounts, if you deposit checks totaling more than $50,000 in a single Business Day, only $50,000 will be available to you on the Business Day after the checks were deposited. The remaining funds will generally be available to you on the fourth Business Day after the day of your deposit.
- For EverBank Analysis Checking accounts, the total of all checks deposited in a single Business Day will be available to you on the Business Day after the checks were deposited.

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

1. if we believe the check you deposit will not be paid;
2. you redeposit a check that has been returned unpaid;

3. you have overdrawn your account repeatedly in the last six (6) months; and/or
4. there is an emergency, such as failure of computer or communications equipment.

Funds delayed for these reasons will generally be available no later than the fifth Business Day after the day of your deposit, and if we delay your ability to withdraw funds for any of the reasons described in (1) through (4) above, we will notify you, and will tell you when the funds will be available.

2.2.6. Special Rules For New Accounts

If you are a new client, the following special rules may apply during the first 30 days that your account is open:

1. funds from deposits of cash, wire transfers, and electronic direct deposits into your account will be available on the day we receive the deposit, unless the funds were deposited at an ATM;
2. funds from deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you and for certain Items you must contact us directly; and
3. funds from all other checks will be available on the fifth Business Day after the day of your deposit.

2.2.7. Special Rules For Deposits Made To Foreign Currency Denominated Accounts With EverBank World Markets

If you send us United States dollars to fund an account that will be denominated in a foreign currency, your United States dollar deposit first will be made to your Cash Management Account (please see your WorldCurrency Account Terms and Conditions in this Booklet for additional information on your Cash Management Account). Funds from United States dollar deposits will be available in accordance with availability rules outlined above. On the day your United States dollar funds are available, those funds will be transferred to your WorldCurrency® Account for the foreign currency transaction you have requested.

2.2.8. Foreign Check And Other Foreign Currency Deposits

2.2.8.1. Foreign Cash. EverBank does not accept physical foreign currency for deposit. You can only deposit foreign currency with us by check or wire.

2.2.8.2. Foreign Checks. If you would like to deposit a check that is payable in a foreign currency, please contact EverBank World Markets using the contact information at the end of this Booklet. We will discuss the options that are available to you depending on the foreign currency in which the check is payable. In general, you will have the option to request that we either send your check to another bank for collection, for which you will be charged a fee, and your funds will be available in 4 to 6 weeks, or hold the funds for 6 weeks, during which time those funds will not be available for your use, but you will not be charged a fee. Some foreign currencies are not eligible for both options, and we will disclose that to you when you contact us. If you request that we send your check for collection you will be charged, and you agree to pay, a check collection and other applicable fees, including those that may be charged by the other bank, as set forth in the Deposit Account Fee Schedule.

2.2.8.3. Foreign Wires. If you deposit funds to your account by sending us a wire transfer of a foreign currency, your funds will be available for withdrawal on the next Business Day after the Business Day we receive the wire, so long as your account is denominated in that same foreign currency. If your account is denominated in any other currency other than the foreign currency being sent via wire transfer, the conversion of the foreign currency being sent to the currency in which your account is denominated may delay the availability of your funds. If we receive your wire before 4 p.m. (ET) on a Business Day, we consider your wire to be received on that Business Day. If your wire is received after 4 p.m. (ET), we will consider your wire received on the next Business Day.

2.2.9. Special Rules For Money Market And Savings Accounts

Funds deposited to a money market or savings account are subject to withdrawal and transaction limits in addition to this Funds Availability Disclosure. See Transaction Limitations in the Specific Terms—Business and Non-Personal Deposit Accounts and/or Specific Terms—WorldCurrency Deposit Accounts in this Booklet for your account type for details.

2.3. Online Banking Service Agreement

This “Online Banking Service Agreement” explains the terms and conditions governing the online banking services offered by us through our online banking servicing platforms and/or portals, including, but not limited to any Business Online Banking Platform. All online banking services of any kind whatsoever offered or made available by us (including, but not limited to, funds transfers, bill payment services, check reordering, and Treasury Services) will be referred to collectively as “Online Banking Services” in this Online Banking Service Agreement. “Online Banking” includes any online service platform or portal that provides access to your deposit and/or loan account(s), including, without limitation, through a Mobile Device. This Online Banking Service Agreement supplements and is part of your Account Agreement. You may be required to accept and agree to additional supplemental terms and conditions for specific Online Banking Services after your enrollment in Online Banking. If a discrepancy or inconsistency were determined to exist between the terms and conditions of this Online Banking Service Agreement and your Account Agreement, or any additional, supplemental terms and conditions for a specific Online Banking Service, including any Treasury Service, then the terms and conditions of this Online Banking Service Agreement shall be deemed to be modified so that the Account Agreement, or the terms and conditions for the specific Online Banking Service, including any Treasury Service, as applicable, shall control, but only to the extent necessary to address the discrepancy or inconsistency.

2.3.1. Your Agreement To Terms

By applying for, or using, any of our Online Banking Services, you agree to abide by the terms and conditions set forth in this Online Banking Service Agreement. Your use of any Online Banking Service in connection with your account constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Online Banking Service Agreement, as well as any additional, supplemental terms and conditions for the specific Online Banking Service. Such use acknowledges your receipt and understanding of this Online Banking Service Agreement and of any additional, supplemental terms and conditions for the specific Online Banking Service. New Online Banking Services may be introduced by EverBank from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

2.3.2. Instructions From You/Your Responsibilities

We are entitled to act upon instructions received through any Online Banking Service under your User ID and Password and we have no responsibility for establishing the identity of any person or determining the validity of any transaction. However, you agree that you will not, under any circumstances, disclose your Password to any person, including EverBank personnel. You are liable for all transactions made or authorized using your User ID and Password. You agree to notify us immediately, using the contact information found on our website (everbank.com), in the event that your Password is lost, stolen, or otherwise compromised. At any time, you may change your User ID and Password, or you may ask us to disable your User ID or Password and issue a new one to you.

2.3.3. Accounts With Multiple Account Holders, Authorized Signers, Agents Or Users
Each Account Holder, Authorized Signer, agent or user (each, a "Person") should have his or her own unique and confidential User ID and Password, and those User IDs and passwords should never be shared with any other person.

2.3.4. Our Responsibilities and Liability Regarding Funds Transfers
We are not responsible or liable for any failure to complete a transaction, including any transfer to or from your account(s), on time, if at all, or in the correct amount if any of the following occurs:

1. through no fault of EverBank, you do not have enough money in your EverBank account or your third-party account to make a transfer;
2. circumstances beyond our control (such as, without limitation, fire, flood, power outage, equipment or technical failure or breakdown, or cyber or fraud attacks or attempts) that prevent the transaction or otherwise expose you or us to risk of losses, despite reasonable precautions that we have taken;
3. there is a hold on your bank account, or if access to your bank account is blocked;
4. your funds are subject to legal process or other encumbrance restricting the transaction;
5. if a funds transfer is not complete, or is reversed, because the provider of your third-party account does not permit the transfer;
6. if a transaction would go over the credit limit on any linked line of credit;
7. if the terminal, our or your system was not working properly and you knew about the breakdown when you started the transaction;
8. if the ATM at which you are conducting a transaction does not have enough cash;
9. your transaction authorization terminates by operation of law;
10. you believe someone accessed your account(s) without your permission and modified or cancelled transfer instructions, and you fail to notify us immediately;
11. you have not properly followed the scheduling instructions on how to make a transfer;
12. we have received incomplete or inaccurate information from you or a third party involving the bank account or transfer;
13. you become delinquent or file bankruptcy, which limits or impacts your access to the account(s) to which the transfer applies;
14. you have instructed us to cease communication regarding your account(s);
15. we have a reasonable basis for believing that (a) unauthorized use of your user ID, password or account has occurred or may be occurring or (b) you may be a victim of a fraud or other illegal activity conducted or being perpetuated by a third party;
16. you default under this Online Banking Service Agreement, the deposit Account Agreement, or any other agreement with us, or if we or you terminate this Online Banking Service Agreement; or
17. if there are other exceptions stated in our agreement with you or as provided by applicable law.

Other exceptions may be stated in other Services Documentation or added to this Account

Agreement from time to time.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

2.3.5. Hours Of Operation
Online Banking is available 24 hours a day, 7 days a week, except during special maintenance periods. Online Banking transaction requests received by us before the applicable Cut-Off Time will be treated as received on that Business Day. Any requests received after the Cut-Off Time or on non-Business Days will be treated as received on the next Business Day we are open. We reserve the right to change Cut-Off Times at any time.

2.3.6. Indemnification
You hereby indemnify, and release us, and our affiliates, employees, officers, directors, consultants and agents (collectively, the "Indemnified Parties") from any and all liability, and you agree not to make any claim against us or bring any action against us honoring or allowing any actions or transactions in which you have authorized the person performing the action or transaction to use your account or when you have provided your User ID and Password to that person. You agree to reimburse us for any Losses we suffer because we honored or allowed transactions on the account in which you have authorized the person performing the action or transaction to use your accounts, or when you have provided your User ID and Password to that person. The limitations of liability set forth in this Online Banking Service Agreement are subject to, and limited by, any applicable state or federal law to the contrary. In addition, you further agree to indemnify, defend and hold harmless the Indemnified Parties from any and all third-party claims, liability, damages, and/or costs (including, but not limited to, attorney fees) arising from your use of any Online Banking Service.

2.3.7. Changes In Terms
We have the right to modify or terminate this Online Banking Service Agreement at any time. When making changes, we will comply with all applicable legal notice requirements. If this Online Banking Service Agreement is modified, your continued use of the account will represent your acceptance of the changes. Once this Online Banking Service Agreement terminates, we will not allow any additional transactions on the account, nor will additional Online Banking Services be permitted.

2.3.8. Disclosure Of Information To Third Parties
We will disclose information to third parties about your account(s) or the transfers you make in accordance with our privacy notices.

2.3.9. Inactivity; Termination
You are responsible for complying with all the terms of this Online Banking Service Agreement and with the terms of the Account Agreement governing the deposit accounts which you access using electronic banking services. We can terminate or limit your Online Banking privileges (including the Bill Payment service) under this Online Banking Service Agreement without notice to you if you do not pay any fee required by this Online Banking Service Agreement when due or if you do not comply with the Account Agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We may convert your account to inactive status if you do not log-in to Online Banking for 13 consecutive months. If your account is considered inactive, you may need to re-enroll for Online Banking, or contact us to have the Online Banking Service activated before you will be able to schedule any transaction through the Online Banking Service. To cancel Online

Banking, you must notify us and provide your name, account number, and the effective date to stop the service.

2.3.10. Fees and Charges
You are responsible for the payment of any fees incurred by you on any account, for any Online Banking Service, at any time. You agree to pay all such fees upon our request. Further, you agree to pay all internet charges or other fees incurred by you in accessing Online Banking or using Online Banking Services.

2.3.11. Security Procedures
By enrolling in the Online Banking Services and accessing them using your User ID and Password, and such other security and identification methods as we may require from time to time, such as security questions or one-time passcodes, you acknowledge and agree that the Online Banking Services include Security Procedures for transfers that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these Security Procedures, unless you have given us prior notice of possible unauthorized use of your User ID or Password and we had a reasonable opportunity to act on such notice.

2.4. Providing Security And Protecting You From Fraud

2.4.1. Contact Information
If, at any time you wish to contact EverBank, please feel free to contact the client solutions team at the contact information found at the end of this Booklet. In addition, if you wish to discuss any privacy issue or report anything that you consider unusual or inappropriate, contact our security and privacy team. For contact information, refer to the “Privacy Issues Contact Information” at the end of this section.

2.4.2. Secure Information
EverBank highly recommends that you always ensure that your computer has the latest operating system and Internet browser patches installed. The following security guidelines should be kept in mind whenever you are asked for account information:

- EverBank will never send you an email asking for your passwords, deposit account numbers, credit card numbers, or other sensitive information.
- If we request information from you, we’ll always direct you back to an EverBank site using links. These are for your convenience—you can also reach our website using your bookmarks or any of our published URLs.
- If you’re required to enter personal information to perform a transaction, it’s always done on a site secured with SSL technology—you can tell because, depending on the browser you are using, there will either be a padlock or key icon at the bottom of your screen or in the URL address box.
- Report suspicious activity regarding any of your personal accounts or personal information to the FTC. Send the actual spam to SPAM@UCE.gov. If you believe you’ve been scammed, file your complaint at www.ftc.gov, and then visit the FTC’s Identity Theft website (www.identitytheft.gov) to learn how to minimize your risk of damage from identity theft.

2.4.3. Use Of Security Code
EverBank may request that each Account Holder, including joint account holders, create a unique and personally identifiable security code as an additional layer of protection for your account. Unlike a password, which provides access to account information, a security code may help us to verify your identity. You may be asked for your security code when you making inquiries or changes to your account by email, phone, or through online banking. We have no obligation to honor requests or orders accompanied by a security code, but we may honor such requests or orders in our sole discretion. If we do honor requests or orders accompanied by your security code, you authorize us, at any time, to charge you for all checks, drafts, or other orders or transfer

or debit requests for the payment of money that are drawn on us. You give us this authority regardless of by whom or by what means the security code may have been affixed to or used with the request or order, so long as it matches the security code filed with us and contains the required number of signatures for this purpose. You must notify us at once if you suspect that your security code is being or has been misused. If a security code is on file, we have no obligation to require its use at any time or for any specific purpose.

2.4.4. Links To Other Sites

Our website contains links to other websites. We are not responsible for the privacy practices or the content of these websites. Please review the privacy notice found on each of any website you visit.

2.4.5. Public Forums

EverBank's site may make chat rooms, forums, message boards, and/or news groups available to you. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information. We are not responsible for content posted by third parties to public forums. We reserve the right to discontinue offering public forums at any time and for any reason.

2.4.6. Information You Supply Us

All information and documents that you supply us when applying for an account or requesting new or additional products or services becomes our property. That information and those documents will not be returned to you except as required by law. In addition, you agree that we may electronically record or monitor, and subsequently retain, any telephone communications with you or your agents, and any data transmissions between you and us (or each of our respective agents). However, neither party is obligated to make any such recording, conduct such monitoring, or retain such communications or transmissions. If our records about any such communication are different from yours, our records will govern. All magnetic tapes, electronic recordings, data transmissions, Entries, Security Procedures and related records used by us for providing any service or conducting any transaction contemplated by the terms and conditions contained in this Booklet shall be and remain our property. We may, at our sole discretion, make available such information upon your request. Any expenses incurred by us in making such information available to you shall be paid by you.

By providing us your mobile phone number, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to EverBank or its service provider for the duration of your business relationship, solely to help EverBank identify you or your wireless device and to prevent fraud. See our Notice of Online Privacy Practices and Consumer Privacy Notice (as applicable) for how we treat your data.

2.4.7. Security

EverBank restricts access to non-public personal information about you to those employees who need to know that information to provide products or services to you. EverBank maintains physical, electronic, and procedural safeguards that comply with federal standards, to guard your non-public personal information.

2.4.8. Email

We may send to you encrypted or secured emails. Encrypted email not only provides authentication but also protects your privacy. As an account holder, you have access, within EverBank's Online Banking Services, to an encrypted, secure online-based email system which is the recommended method for any communications with us. This system will allow you to communicate via a secured channel with the client solutions team.

When we send you any encrypted or secure emails, we will include instructions that you must follow to reply to those emails to ensure that your response is also encrypted or secured. If you fail to properly follow those instructions or if you choose to use unencrypted or unsecured email to communicate with us, including to initiate payment requests or provide other instructions to us, you should understand that messages transmitted across the Internet could potentially be intercepted and viewed by malicious parties and you agree to bear the risk that such email may be corrupted, modified, garbled, or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such email, which appears to be from you but which is in fact unauthorized, and that such reliance will be reasonable on our part and may result in a Loss to you. We recommend that you consider all unencrypted email unsecure and not appropriate for the communication of account numbers or other sensitive financial information. To the extent that you communicate with us via unencrypted email, please be aware that we may respond in the same manner. Also, please note that we may send unencrypted email to you regarding your account, including without limitation confirmations regarding a transaction you have initiated or pre-authorized for your account. If you do not wish to receive these emails, please contact the client solutions team. Refer to the contact information at the end of this Booklet.

2.4.9. Privacy Issues Contact Information

EverBank's website gives you the opportunity to discuss privacy issues or report anything that you consider unusual or inappropriate. If you encounter such an issue, you may contact us in one of the following ways:

By Mail:
Security and Privacy
EverBank
PO Box 44060
Jacksonville, FL 32231

By Phone:
1.888.882.3837

By Email:
privacy@everbank.com

2.5. Wire Transfers

The following terms and conditions shall govern all wire transfer, regardless of the channel or method through which the wire transfer request is initiated. Unless otherwise defined below, the terms used in this section shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code of Florida (the "UCC").

Note: As a general matter and as described in more detail below, wire transfer requests, once processed, cannot be cancelled or modified, and thus wire transfers pose a potentially significant risk of loss due to fraud or other unauthorized activity. You acknowledge and agree that we have no duty or obligation to seek to recover, cancel, amend, or recall a wire we have sent, and you hereby waive any and all claims against us arising from or in any way related to efforts (or failure to attempt) to recover, cancel, amend or recall a wire, for any reason. We urge you to exercise extreme caution when initiating wires and to only wire funds to known and trusted recipients.

2.5.1. Compliance with Security Procedure

2.5.1.1. Company understands that EverBank has implemented certain controls and procedures to verify the authenticity of a wire transfer request and not to detect an error in the transmission or content of a wire transfer request, and these controls and procedures constitute a Security Procedure. The elements of the Security Procedure differ based on the channel or method through which a wire transfer request is initiated. For example, submitting a wire transfer request through an Online Banking Service requires the use of a User ID and Password, or other Access Codes, and such other security and identification methods as we may require from time to time, such as security questions or one-time passcodes, while wire transfer requests initiated over the phone requires the verification of the identity of the requester using security and identification methods such as biometrics, security codes or questions, or one-time passcodes.

2.5.1.2. Company acknowledges and agrees that the Security Procedures for wire transfers are commercially reasonable, and Company agrees to be bound by wire transfer requests submitted to EverBank, whether authorized or unauthorized, which we implement in good faith and in compliance with the Security Procedures, unless Company has given us prior notice of possible unauthorized use of or access to any User ID, Password, or Access Code, or of possible fraud attempts against Company or any Authorized Representative, and we had a reasonable opportunity to act on such notice.

2.5.1.3. If a wire request (or request for cancellation or amendment of a wire request) received by EverBank was transmitted or authorized by Company, Company shall pay EverBank the amount of the wire transfer, whether or not EverBank complied with the Security Procedure with respect to that wire request and whether or not that wire request was erroneous in any respect or that error would have been detected if EverBank had complied with such procedure.

2.5.1.4. In the event Company fails to comply with the Security Procedure and maintain the safeguards as required by this section and EverBank receives a fraudulent wire request (or a fraudulent request for cancellation or amendment of a wire request), but EverBank believes in good faith that the wire request is authorized by Company, Company shall pay EverBank the amount of the wire transfer, whether or not EverBank complied with the Wire Transfer Security Procedure with respect to that wire request and whether or not that wire request was erroneous in any respect or that error would have been detected if EverBank had complied with such procedure.

2.5.2. Information Supplied by You

You agree that we may rely on the information that you provide to us in any wire transfer request or related communication. You agree that any errors in that information, including without limitation misidentification of beneficiary(ies), incorrect or inconsistent account names and numbers, and misspellings, are your responsibility. You agree to supply us any information that we may reasonably request in order to execute your wire transfer request.

2.5.3. Execution of Wire Transfer

2.5.3.1. If we receive a wire transfer request that has been verified according to the Security Procedure, you authorize and direct us to accept and/or execute such "Payment Order," as that term is defined in Article 4A of the UCC, and to debit the account you selected. You also authorize us to implement any instructions, including amendments or cancellations of prior wire transfer requests, upon verification of such instructions. We are authorized to rely on any wire transfer request believed by us in good faith to have been given by an Authorized Representative and in accordance with the Security Procedures, including, if and as contemplated by the Wire Transfer Security Procedures, any oral instructions.

2.5.3.2. We may handle wire transfer requests received in any order selected by us and, unless otherwise requested by you and we agree to your request, we may use any means, intermediaries or funds transfer systems that may have operating rules governing the execution of wire transfer requests to effect the transfer as we, in our sole discretion, shall determine.

2.5.3.3. You agree that you shall not initiate any wire transfer request that would cause your account balance, including any available line of credit, to be exceeded.

2.5.3.4. We must receive all wire transfer requests before the Cut-Off Times on a Business Day to be able to complete your request on that day. Any wire transfer requests received after such applicable Cut-Off Time or on days that are not Business

Days, or on days that are holidays for the bank or institution to receive the transfer, or the funds transfer system to be used, will be treated as received on the next Business Day. You will make reasonable efforts to submit large dollar wire requests, those in excess of $5 million, as early in the Business Day as possible. We will make reasonable efforts to execute all wire transfer requests received prior to the Cut-Off Time.

2.5.3.5. You agree that we shall have no obligation to discover errors in any wire transfer request and we shall not be liable to you for any errors you make, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the wire transfer. We shall likewise have no duty to discover and shall not be liable for duplicate wire transfer requests issued to us in compliance with the Security Procedures. In the event that you make an error or issue a duplicate wire transfer request, you shall indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by us as the result of completion of the wire transfer.

2.5.4. Use of Identifying Codes and Routing Numbers

2.5.4.1. Your responsibilities. It is your responsibility and obligation to provide to us all of the appropriate identifying numbers, including, but not limited to, Routing Numbers and account numbers, and codes for your wire transfer request, and your hereby agree that in executing a wire transfer request, we shall rely solely and exclusively on the identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank that are provided to us, and we shall not rely on the name of the beneficiary. In the event a wire transfer request identifies a beneficiary, beneficiary's bank, or intermediary bank inconsistently by name and an identifying number (such as an account number, S.W.I.F.T. address or universal identification number), (a) your wire might not be deliverable or could be delayed, (b) you could be charged additional fees, or (c) the beneficiary bank or intermediary bank may make payment based solely on the identifying number, even if the identifying number identifies a person or entity different from the named person or entity in your wire transfer request, and in such cases, the payment will be final even if the identifying number you provided does not correspond to the beneficiary you have identified. Any losses, including additional fees, resulting from an incorrect identifying number are your responsibility and not the responsibility of EverBank. Your obligation to pay the wire transfer shall not be excused by your error. For wires sent in to EverBank, you are hereby notified and you agree that we are entitled to rely on the identifying number as proper identification of a beneficiary and to credit the account based solely on that identifying number. We have no duty to determine if the name and identifying number are consistent.

2.5.4.2. International wires. International wires require different numbers depending on the receiving foreign country. We will process your international wires based solely on information provided by you. It is your responsibility to confirm these requirements and provide the appropriate numbers and codes to us.

2.5.5. Rejection of Wire Transfer Requests

You understand and agree that we reserve the right to reject any wire transfer request. We may reject your wire transfer request for any reason, including without limitation, if: (a) you have insufficient available funds in your Treasury Account; (b) your instruction is received by us by a communication means not authorized by us; (c) your instruction is unclear or incomplete; (d) we are unable to confirm your instruction; (e) you do not comply with 31 C.F.R. 1010.410(f), commonly known as the "Travel Rule"; or (f) for any reason, the instruction is unsatisfactory to us. You further understand and agree that we have no obligation to notify you of the rejection of the wire transfer request but we may so notify at our option. We shall have no liability to you for rejection of a wire transfer.

2.5.6. Canceling or Changing a Wire Transfer Request

If you decide to cancel or change a wire transfer request, you may only do so if we receive that cancellation or change request before we have sent the wire transfer and provided we had a reasonable time to act on your request. In general, after we have sent the wire transfer request, you will not be able to cancel or change it unless the beneficiary bank consents to such a request, and you acknowledge and agree that after a wire transfer has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and we have no responsibility to procure the return of such funds. If you ask us to attempt to recover funds that we have already transferred, we shall be under no obligation to do so. If you deposit with us an amount reasonably determined in good faith by us to approximate the costs and expenses (including attorney's fees) that we may incur in attempting to recover the funds transferred, we may, in our sole discretion, make an attempt to recover the funds. In lieu of such a deposit, we may request that you provide a bond or other assurance of payment reasonably satisfactory to us. Upon such deposit, or the supplying of such other assurance, we may take such action as we deem reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any bank that received such funds. In no event, however, shall we be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred, regardless of any communications we may have with you. If we undertake (or fail to undertake) any efforts to recover, cancel, amend or recall a wire transfer, you shall indemnify, release, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by us as the result thereof. Additionally, we and/or the beneficiary bank may impose a charge for canceling or changing a wire transfer and for any required currency conversion. We will not be liable for any losses resulting from the failure of a beneficiary bank to cancel or change your wire transfer.

2.5.7. Notice of Wire Transfers

Unless otherwise agreed in writing, we will not provide a next-day wire transfer summary statement or confirmation. If you are enrolled in the Online Banking Service, your wire activity can be reviewed online, and we will notify you of a receipt or payment by wire transfer in any periodic statement provided to you.

2.5.8. Fees Imposed by Other Institutions

You agree that any intermediary bank or beneficiary bank that assists in the processing of your wire transfer request may charge a fee for processing your wire transfer request. EverBank has no control over these fees and is not responsible for these fees. These fees may be deducted by the intermediary bank or beneficiary bank from the amount to be credited to the beneficiary of your wire transfer or, in the case of wire transfers into EverBank, deducted from the amount sent to you.

2.5.9. Additional Provisions for International Wires

2.5.9.1. You may be able to send your international wire in U.S. dollars or in Foreign Currency. If you request that we send your international wire in U.S. dollars, the beneficiary's bank may elect to pay the beneficiary in Foreign Currency at that bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility.

2.5.9.2. You may send your international wire in the Foreign Currency only if you have a sufficient amount of that Foreign Currency in your Treasury Account with us. You may request that we convert U.S. dollars in your Treasury Account to the Foreign Currency. If you do so, we will disclose to you an indicative rate of the exchange rate that you will receive when you convert to the Foreign Currency you are requesting be sent via international wire. The exchange rate that you actually receive may vary with final settlement. By submitting an international wire request, you are expressly agreeing to the exchange rate that you ultimately receive, as it may vary with final settlement, including any charges that may be imposed as disclosed in the Business Deposit Account Fee Schedule. Please note that if you have a foreign currency account with us, the exchange rate for an international wire request may not be the same as the terms for a Customer Exchange Rate described in the Specific Terms–WorldCurrency® Deposit Accounts section of your Account Agreement.

2.5.9.3. We are not responsible for any handling fees that foreign and/or domestic banks may charge to process or complete your international wire. Foreign currency transfer orders are final when made to us. However, pursuant to your request, and only if possible, we may cancel or amend any wire transfer request before the transfer is effected. We shall incur no liability if we are unable, for any reason, to cancel or amend a wire transfer request. If your wire transfer is returned for any reason, you agree to accept the refund in the currency of the account the wire was originated from in the amount of Foreign Currency credit based on the then-current buying rate of the bank converting the currency to U.S. dollars on the date of the refund, less any charges or expenses we incur and any fees charged by any intermediary institution handling the wire transfer. You bear all risk of loss due to any fluctuation in currency values and no transfer fee shall be refunded by us.

2.5.9.4. Information on the purpose of the payment is required for the international wire transfers. We may send any message relative to an international wire order in explicit language, code or cipher. We also may need to obtain additional identifying information on any intended recipient of an international wire. If you are unable or unwilling to provide this information, we may not be able to process your international wire request.

2.5.10. Wire-Transfer Specific Indemnification Provisions

In addition to any indemnification provisions described elsewhere in the Account Agreement, you expressly agree that we shall be liable to you only for our own errors in executing a wire transfer request (for example, applying information, such as beneficiary account number, to the wire transfer that is different from the information that was provided in the wire transfer request). We shall not be liable for any errors on the part of any third party including, without limitation, third parties used by us in executing a payment order or performing a related act and no such third party shall be deemed to be our agent. You agree that under no circumstances shall we be liable for executing a wire transfer request that we received and reasonably determined had been submitted to us in accordance with the Security Procedures to which you agreed, provided, however, if you declined to implement any Security Controls that we recommended, then you agree that we shall not be liable for our refusal to honor any request if we, in good faith, are unable to determine to our satisfaction that such request is valid, based upon our adherence to the Security Procedures.

2.6. Certification Of Authority And Resolution

By signing an account application, opening or otherwise using an EverBank account(s), you certify for yourself (and for the person or entity that you represent, if you sign your account application as a representative of another) to EverBank that the following is true and accurate:

2.6.1. The Business, and each person who signs an account application or other documentation, understands and agrees that EverBank will rely on the veracity and completeness of the information in such application and documentation in opening the requested account(s). The Business, and each person who signs an account application, certifies that the information provided in the application and any accompanying documentation, and any other information provided to EverBank in any format, including, without limitation, oral statements, is true, complete and accurate, and that EverBank will rely on such information. The Business, and each person who signs an account application or other documentation, agrees to promptly notify EverBank of any material changes to such information and to provide EverBank with additional information requested by EverBank, from time to time, in its discretion.

2.6.2. The Business, and each person who signs an account application, has received, reviewed and hereby agrees to be bound by the terms and conditions applicable to the selected account(s) and services, as set forth in the Account Agreement, including any and all applicable amendments thereto, Services Documentation and Service Addendum, and any other agreements for the account(s) or services the Business opens or uses at EverBank. Use of any EverBank deposit account, product or service, by the Business will confirm the Business' receipt of, and agreement to be bound by, the applicable terms, conditions, and fees.

2.6.3. Each person identified as an Authorized Signer on the account application and each person signing the account application authorizes EverBank to obtain verifications on him/her as an individual in connection with the account application and any other account applications made by the Business. Each Authorized Signer and each person signing the account application acknowledges that EverBank requests this information to help verify individuals' identities, to reduce fraudulent accounts, to prevent access to financial information and accounts by unauthorized persons, and for other legitimate business reasons. Should the information obtained from any such verification or report cause EverBank to decide to deny the account application for the Business, each Authorized Signer and each person signing the account application authorizes EverBank to communicate either explicitly or implicitly, to any co-applicant and to any co-owner, director, officer, or employee of the Business that the denial was based in whole or in part on such information.

2.6.4. Each person identified on the account application as an Authorized Signer on the account(s) is authorized, in the name of and on behalf of the Business, on such terms as EverBank may require, to:

1. enter into, modify, terminate and otherwise act in any manner with respect to the account(s) and any agreement between the Business and EverBank or EverBank's affiliates for accounts and/or services offered by EverBank or its affiliates;
2. bind the Business to the performance of any agreement or transaction entered into by the Business with EverBank;
3. authorize (by signing or otherwise) withdrawals from or debits to the account(s) and the payment of checks or other Items drawn on the account(s), including without limitation any Item payable to (a) the order of the person who authorized the Item, (b) EverBank or any other person for the benefit of the person who authorized the Item;
4. authorize (by signing or otherwise) the endorsement of Items for deposit, cashing or collection;
5. give instructions to EverBank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature, including without limitation a stamp of an Authorized Signer as the Business's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the account(s) and/or the services offered on or through accordance with such instructions;
6. lend or borrow money or securities in the name of and on behalf of the Business and to secure the repayment thereof with the property of the Business;
7. pay in cash or by check or draft drawn upon the funds of the Business any sums required to be paid in connection with any account(s);
8. sign for and on behalf of the Business all releases, assignment, powers of attorney or other documents in connection with any account(s);

9. order the transfer or delivery of any securities, funds, or other property held by EverBank or its affiliates on behalf of the Business to any name, and to accept delivery of any securities, funds, or other property on behalf of the Business;
10. direct the sale or exercise any rights with respect to any securities or other property;
11. endorse any securities or other property in order to pass title thereto (or any interest therein);
12. direct EverBank to surrender any securities or other property for the purpose of effecting any exchange or conversion thereof or otherwise; and
13. generally take all such action as such Authorized Signer may deem necessary or desirable to implement or facilitate the authority described in this Certificate of Authority and Resolution.

2.6.5. If a password or code must be communicated to EverBank in order to authorize an Item or other transaction, and the password or code is communicated, the Item or transactions will be binding on the Business regardless of who communicated the code or password.

2.6.6. If the Business is a tribal government or tribal government agency, the Business hereby waives sovereign immunity for suit with respect to the Business's use of any EverBank account(s), product or service referred to in this Certificate.

2.6.7. The Business, and each person who signs an account application, or any other application or document submitted to EverBank, represents and warrants to EverBank and its affiliates that each person who signs the account application holds the position indicated on the account application, or any other application or document submitted to EverBank, and that the signature appearing for such person is authentic.

2.6.8. The Business, and each person who signs an account application, represents and warrants to EverBank and its affiliates that the Business has approved this Certificate, or granted each person who signs the account application on behalf of the Business the authority to approve this Certificate, in accordance with all applicable law, all governing documents, and any other applicable resolutions or requirements of the Business.

3.0. Specific Terms–EverBank Asset Manager Service

The EverBank Asset Manager Service integrates EverBank bank deposits and World Markets® accounts to help facilitate your transactions. The terms of this service are described in this section.

The EverBank Asset Manager Service consists of at least one funded WorldCurrency® Account or **non-FDIC insured** Metals Select® Account, as well as one checking or money market account (also known as your Cash Management Account), depending on the nature of your account(s). The Asset Manager Service enables transfers between your Cash Management Account and your WorldCurrency or Metals Select Account(s). Each account will be governed by the applicable EverBank terms, conditions, and disclosures. The purpose of your Cash Management Account is to hold funds for funding deposit or other accounts with EverBank.

As part of your EverBank Asset Manager Service, cash balances in your Cash Management Account may be used to pay for the purchase of currencies or precious metals held in accounts at EverBank. If there are insufficient funds in your Cash Management Account, we may follow the procedures for collecting adequate funds to cover any overdraft amount as set forth in this Booklet. You understand that we also have the right of setoff and may exercise that right of setoff to the extent permitted by applicable law against your accounts at EverBank to cover any insufficient funds. **By requesting or using this Asset Manager Service, you expressly authorize EverBank to apply and/or transfer assets in other accounts that you have with EverBank to cover any deficiency of funds in your EverBank Accounts.** You understand that this right of setoff means that your deposits and/or precious metals held at EverBank could be liquidated and the cash proceeds used to cover any overdrafts in your EverBank Accounts.

If you are unable to or do not make sufficient deposits to cover any insufficient funds, you understand that other assets that you own at EverBank will be used to cover your overdrafts, without prior notice to you, in the following order of priority, to the extent permitted by law: (a) available Overdraft Protection (if applicable), (b) any liquid assets in another EverBank account, (c) any matured CD awaiting rollover or payment to you, (d) any fully paid unallocated precious metals, (e) any fully paid allocated metals, and (f) any other CD held with EverBank.

You understand that you are liable for any transaction charges that are incurred in connection with the liquidation of any assets for these purposes. You understand that such transaction charges will be in addition to any fees assessed to your account for insufficient funds. You understand that the liquidation of assets may result in a loss of principal, interest or dishonor of checks or other such Items. Additionally, you understand that you may be subject to monetary penalties if a CD, which has not matured, must be liquidated to cover any overdraft.

You agree to hold EverBank and each of its affiliates, officers, directors, employees, and agents harmless from any liability in connection with exercising the right to setoff, as provided herein.

You understand that termination of your Cash Management Account automatically terminates your EverBank Asset Manager Service. You understand that you may terminate your Cash Management Account at any time upon written notice to EverBank. You understand that EverBank may close your EverBank account, including the Cash Management Account, at any time, upon reasonable notice to you, provided that if EverBank believes that it is necessary to close your account immediately in order to limit losses by you or us, we may close your account prior to providing notice to you.

4.0. Specific Terms–Treasury Management Services

These Specific Terms–Treasury Management Services are a part of your Account Agreement and include important disclosures and agreements related to your Treasury Services. Other treasury-related services may also be made available to you, in our sole discretion, and you may be able to access those services by signing and returning to us a separate Service Addendum, which we may accept in our sole and absolute discretion. In the event of a conflict between the Account Agreement and these Specific Terms–Treasury Management Services, these Specific Terms–Treasury Management Services control but only to the extent necessary to resolve the conflict.

Refer to the Deposit Account Fee Schedule for additional important terms and conditions related to the Treasury Services that we provide to you.

4.1. Definitions and Meanings for Treasury Services

Capitalized terms used with respect to Treasury Services have the meanings provided in this section 4.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

4.1.1. “Access Device” means access equipment, including by not limited to a personal computer, laptop, or Mobile Device that meets the requirements for the use of a Service.

4.1.2. “Access Device System” means all software, hardware, Access Devices, or other equipment necessary to access a Service.

4.1.3. “Advance” means an advance of loan funds from the Line of Credit, as defined in the Loan Documents.

4.1.4. “Check 21” means the Check Clearing for the 21st Century Act, which may be amended from time to time.

4.1.5. “Check Issue File” means a file that includes information about Checks that you have issued against your Treasury Account(s).

4.1.6. “Check Rules” means the pre-authorized Check Items for the Treasury Account(s) described in your Check Issue Files.

4.1.7. “Collected and Available Funds” means funds in an account equal to the ledger balance minus float which, in our reasonable determination, are not subject to a hold, dispute, or legal process preventing their withdrawal.

4.1.8. “Effective Entry Date” has the meaning provided in the Nacha Rules.

4.1.9. “Entry Rules” means pre-authorized Entry rules for the Treasury Account(s) used in the ACH Block/Filter Service.

4.1.10. “eStatements” means statements with respect to which you opt for electronic delivery and which are selected by you as outlined in the applicable Services Documentation.

4.1.11. “Exception” means an Item that has not been pre-authorized through an Entry Rule, a Check Rule, and/or a filter will become an exception.

4.1.12. “Image Exchange Item” means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

4.1.13. “Intermediary” has the meaning provided in the Nacha Rules.

4.1.14. “Line of Credit” means the loan from us to you as evidenced by Loan Documents.

4.1.15. “Loan Documents” means those loan documents described in the applicable Services Documentation related to the Commercial Loan Sweep Service, as any or all may from time to time be amended or restated.

4.1.16. “Master Account” means the Treasury Account that you designate as the “Master Account” on the Services Documentation related to the Zero Balance Account Service.

4.1.17. “Notification of Change (NOC) Entry” has the meaning provided in the Nacha Rules.

4.1.18. “Originating Depository Financial Institution” or **“ODFI”** has the meaning provided in the Nacha Rules.

4.1.19. “Participating Depository Institution” has the meaning provided in the Nacha Rules.

4.1.20. “PHI” has the same meaning as the term “protected health information” under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and its implementing regulations.

4.1.21. “Review Time” means the time specified in the Services Documentation for Exceptions for each Treasury Service to be presented for review in the Business Online Banking Platform.

4.1.22. “Routing Number” means a financial institution's identification number that is printed on the face of a Check in fractional form or in nine-digit form, or the number in a bank’s endorsement in fractional or nine digit form. Routing Numbers are necessary to process many Items, including, but not limited to, wire and ACH transfers.

4.1.23. “SEC Codes” means Standard Entry Class Codes as defined in the Nacha Rules.

4.1.24. “Send Date” means the day on which you want us to send your payment under a Treasury Service within the Business Online Banking Platform.

4.1.25. “Settlement Date” has the meaning provided in the Nacha Rules.

4.1.26. “Sweep” means a transfer of funds to or from designated Treasury Accounts and/or Lines of Credit as described in applicable Services Documentation.

4.1.27. “Target Balance” means the amount that you have specified as the “Target Balance” on the applicable Services Documentation.

4.1.28. “Third Party Sender” has the meaning provided in the Nacha Rules.

4.1.29. “Treasury Account” means each deposit account that you maintain with us and that you have designated as the relevant deposit account to which or through which any Treasury Service is provided. Different Treasury Accounts may receive any/or be eligible for different Treasury Services, and the terms and conditions of each Treasury Service apply to the relevant Treasury Account(s) to which or through which the Treasury Service is provided.

4.1.30. “Website” means an internet website and/or online access channel made available for your use by EverBank or through a third party vendor for use in accessing one or more of your accounts, products or services, including, without limitation, any Business Online Banking Platform.

4.2. General Treasury Services Terms And Conditions

This General Treasury Services Terms and Conditions section sets forth general information about EverBank’s treasury-related services. Terms and conditions for certain specific Treasury Services are contained within these Treasury Services Terms and Conditions, while additional terms and conditions for other particular Services may be contained in a separate Service Addendum and/or in applicable Services Documentation. The terms and conditions stated within this section will govern your use of any of our Treasury Services, whether a particular Treasury Service is described in this Booklet, in a separate Service Addendum, or in the Services Documentation. In the event of a conflict or discrepancy between this section and terms and conditions for a specific Treasury Service contained within a Service Addendum or Services Documentation, the terms and conditions for the specific Treasury Service will control, but only to the extent necessary to resolve that conflict or discrepancy.

4.2.1. Treasury Services; Agreement; Eligibility

4.2.1.1. By applying for or using any Treasury Service, you agree to abide by the terms and conditions described in this Booklet, including without limitation, the terms and conditions in this Specific Terms–Treasury Management Services section, or in any Service Addendum or Services Documentation. Such use also acknowledges your receipt and understanding of terms and conditions described in this Specific Terms–Treasury Management Services section, any applicable Service Addendum, and any applicable Services Documentation. We may change the terms and conditions of the Account Agreement or these Specific Terms–Treasury Management Services, including any Services Documentation or Service Addendum from time to time, and will provide notice to you if, and as, required by law. Your use of any Treasury Service after the effective date of such changes will constitute your consent to the changes.

4.2.1.2. Subject to the terms and conditions described in this section, and in any relevant Service Addendum or Services Documentation, we will provide use of a Treasury Service when we have received all required and properly executed forms from you and you have satisfactorily completed our testing and training requirements, if any, in the use of the Treasury Service. You agree to use each Treasury Service in accordance with the terms and conditions contained herein and in your Account Agreement, the relevant Service Addendum, and any relevant Services Documentation.

4.2.1.3. The Account Agreement, together with any Service Addendum and Services Documentation, as each of which may be amended from time to time, constitutes and represents the entire agreement between you and us regarding the Treasury Services that we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between us relating to any such Treasury Service.

4.2.2. Payment Obligations; Financial Condition; And Audit Rights

4.2.2.1. You must maintain and designate at least one EverBank deposit account(s) that will be used for debiting or crediting with respect to all payments and deposits and related adjustments and charges. The account designated for this purpose may be a Treasury Account.

4.2.2.2. Except as otherwise provided, you must have Collected and Available Funds on deposit in your Treasury Account sufficient to cover all obligations under your Account Agreement. EverBank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Account Agreement by debiting the Treasury Account(s). In the event there are not sufficient funds in the Treasury Account to cover your obligations under this Agreement, you agree that EverBank may debit any account maintained by the Company with EverBank or any affiliate of EverBank or that EverBank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations. The foregoing right to debit Company's accounts is in addition to, and does not limit, EverBank's setoff rights as described elsewhere in the Account Agreement.

4.2.2.3. You shall pay us the fees and other charges for the Treasury Services provided in connection with the Account Agreement in the amounts set forth in the Deposit Account Fee Schedule or in any Services Documentation or Service Addendum. Such charges do not include, and you shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such Treasury Services. All fees and services may be changed by us at any time in our discretion and without advance notice to you, except as such advance notice is required by law. We will, on a monthly basis, debit any Treasury Account for payment of charges due, unless you arrange another payment procedure acceptable to us.

4.2.2.4. Upon our request, you agree to promptly provide to us such information pertaining to Company's financial condition as we may reasonably request. We will use this information, among other purposes, to review and establish Company's limits for Treasury Services and other processing arrangements. You acknowledge that we will rely on representations made and information provided by you in making our decision to grant approval to access any Treasury Service. By providing the requested information, you certify that all statements made in connection with this section are true, correct and complete, and agree to notify EverBank promptly of any material change in such information. You authorize us to make such inquiries and gather such information as we deem reasonable and necessary to make our decisions, including, without limitation, inquiries to credit reporting agencies. Based on such approval process, we may assign maximum individual and aggregate dollar limitations on any Treasury Service. Any Items in excess of these limits will be honored or dishonored in our sole discretion.

4.2.2.5. At such reasonable times as we may determine, we may audit, at our cost, your records and activities, your operational controls and risk-management practices, information technology infrastructure, technical or other access security at your facilities, staffing, employee security practices and need for training (which may be required in our sole discretion) and ongoing support to confirm your compliance with your Account Agreement and the Treasury Services, which includes, without limitation, the Rules. All such audits by us shall be performed during your standard business hours and may be performed at your office or offices, as may be deemed necessary by us in our reasonable discretion. In addition, you understand and agree that we may, from time to time, request information from you to evaluate whether we should continue to provide Treasury Services to you and/or whether we should adjust any terms, conditions, limits, or other matters set forth in the Account Agreement. You agree to provide the requested information promptly upon our request in the form requested by us. You authorize us to investigate or re-investigate at any time any information provided to us by you in connection with the Account Agreement or any Treasury Service. In addition, you hereby agree to allow us to review available reports of independent audits performed at your business premises related to information technology, any Treasury Service, and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operational controls, risk-management practices, information technology infrastructure, staffing, and the need for training and ongoing support. Failure to comply with these requirements may result in termination of your Account Agreement and the Treasury Services provided hereunder.

4.2.3. Security Procedures

4.2.3.1. The terms and conditions in this section apply to each Treasury Service and additional terms and conditions may apply to the Security Procedures for a particular Treasury Service, as such additional terms and conditions are described in the terms for that specific Treasury Service in this Booklet, in a Service Addendum, or in the Services Documentation. Company acknowledges and agrees that the Security Procedures set forth in this Booklet and any Service Addendum or Services Documentation are commercially reasonable, and the Company further agrees to comply with such Security Procedures; provided, however, if Company declines, refuses, or otherwise does not implement or follow a Security Control or a Security Procedure recommended by Bank, then Company agrees that it has assumed the risk of any Loss and waives any claims against EverBank for any such Loss.

4.2.3.2. Company agrees to be bound by instructions, whether authorized or unauthorized, that we implement that are received in compliance with the applicable Security Procedures, unless Company has given us prior notice of possible unauthorized use (and we had a reasonable opportunity to act on such notice). Company will designate Authorized Representatives to initiate Items or other transactions, or to deliver information. If Company believes or suspects that any such instructions have been delivered by unauthorized persons, or if the Company believes any Item has been authorized, initiated, or posted fraudulently or in error, Company agrees to notify EverBank immediately, followed by written confirmation.

4.2.3.3. Company agrees to take reasonable steps to maintain the confidentiality of the applicable Security Procedure and any Access Code and related instructions provided by EverBank in connection with a Security Procedure.

4.2.3.4. For purposes of the Security Procedures, we shall describe and make available to you Security Controls that offer various levels of security. For your and our protection, we may also recommend certain Security Controls and Security Procedures; however, Company shall be solely responsible for selecting the Security Controls that protect Company's interests in light of Company's needs, which selections we will record in our system and which selections the Company agrees are commercially reasonable. Notwithstanding the foregoing, we may, in our sole and absolute discretion: (a) require Company to accept and implement specific Security Controls that we believe, in our good faith judgment, are required, (b) use, in addition to the Security Controls selected by the Company, any other means to verify any Item, and any such additional means that we choose to use will be considered a part of the applicable Security Procedure, and which Company agrees are also commercially reasonable, and (c) change the Security Controls that are available, without notice to you.

4.2.3.5. Company is solely responsible for establishing and maintaining safeguards against unauthorized transmissions and for any security breaches to its systems and damages resulting therefrom. These safeguards include, without limitation, firewalls, up-to-date anti-virus and anti-spyware software and systems, and other appropriate safeguards against hacking, phishing, and other methods for unauthorized access.

4.2.3.6. EverBank may modify, supplement or cancel any element, component, or requirement of Company's Security Procedure at any time upon written notice to the Company. The continued use by Company of a Treasury Service to which that Security Procedure applies after such notice will constitute Company's agreement to such new security procedure requirements. Company agrees that such new security procedure requirement will constitute the Security Procedure for that Treasury Service and that the new Security Procedure is commercially reasonable. EverBank will, when practicable, include a future effective date for such new security procedure requirements to allow Company adequate time for implementation.

4.2.3.7. In the event of a breach of the Security Procedure, Company agrees to assist EverBank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Company's hardware, software, systems and any other equipment or device that was or may have been used in breach of the Security Procedure. Company further agrees to provide EverBank any analysis of such hardware, software, system or other equipment or any report of such analysis performed by Company, its agents, law enforcement agencies, or any other third party. Company's failure to assist EverBank shall be an admission by Company that the breach of the Security Procedure was caused by a person who obtained access to its transmitting facilities or who obtained information facilitating the breach of the Security Procedure from Company, and in such event Company agrees to waive any claims against EverBank for any Loss resulting from such breach.

4.2.4. Electronic Communications And Images

4.2.4.1. If any Treasury Service requires or permits you to electronically transmit data to us, the Services Documentation for that Treasury Service will describe the data transmission standards that you must follow, including, but not limited to, file formats, specific Cut-Off Times, and transmission frequency. You agree that all of your data transmissions will meet the applicable standards and that we are not responsible for data that does not meet those standards or for data that is not received by us.

4.2.4.2. We may make available to you electronic images of Checks, drafts, deposit slips, and other Items, and any such electronic images will be made available to you at such times and in such formats as described in the applicable Services Documentation or as otherwise established by us. Electronic images may be made available to you via a Website, file transmission, CD, DVD, or as otherwise established by us, and you may be required to install software to access certain electronic images. Notwithstanding any electronic communications, images, or other records, or any non-electronic communications, images, or other records that we may make available to you, you understand that you are solely responsible for maintaining the security and integrity of your own data and ensuring that your data is adequately backed-up. We are not responsible for your loss of your own data.

4.2.4.3. If we provide you a CD or DVD that contains a media defect or is unreadable in its entirety, you must notify us in writing of such defect within 30 days after the CD or DVD creation date appearing on the CD or DVD. If you provide us with such notice within such time period, we will use reasonable efforts to replace the CD or DVD. You acknowledge and agree that this shall be our sole obligation and your sole remedy with respect to any such defects in the CD or DVD.

4.2.4.4. Notwithstanding any limitation of liabilities otherwise described in this Booklet, we will not be liable for Losses related to any electronic images in excess of the amount of the Check, draft or miscellaneous debit giving rise to your claim. Additionally, you agree that if you receive a check image from us, including by downloading a check image from the Business Online Banking Platform, you are solely responsible for preserving the confidentiality of any such information received and you assume all risks involved in any subsequent actions you take related to the check image, including storing the check image on your systems or forwarding the check image.

4.2.5. Accessing Services Via The Internet; Your Agreement Regarding Website Usage

4.2.5.1. We may make certain Treasury Services available via one or more Websites.

4.2.5.2. In addition to any other terms and conditions applicable to your use of such Websites, we reserve the right to modify, suspend, or terminate access to any Website at any time and for any reason without notice or refund of fees you have paid. We are not liable for any failure of a Website due to a system failure or other unforeseen acts.

4.2.5.3. Websites shall only be used for lawful purposes and for the purpose intended. Without limiting the foregoing, you agree not to use a Website in any way that would do any of the following: (a) infringe any third party copyright, patent, trademark, service mark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the use of counterfeit or stolen items; (c) violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, unfair competition, antidiscrimination, defamation or false advertising) or any applicable foreign exchange controls; (d) violate any contractual provision by which you are bound; (e) be false, misleading or inaccurate; (f) create liability for us or any service provider(s) or cause us to lose (in whole or in part) the services of any service provider; (g) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (h) interfere with or disrupt computer networks connected to the network(s) you use; and/or (i) interfere with or disrupt the use by any other customer of any Website and/or of any Treasury Services accessed via any Website.

4.2.5.4. You agree to follow all of our procedures and requirements with respect to security in accessing and using a Website and not to misrepresent your identity. Where passwords or other access information may be required, you are solely responsible for the security of such access information and will hold us harmless from any unauthorized access to or use of systems that may result from your failure to properly maintain the security of such access information.

4.2.5.5. You agree to cooperate with us and any service provider(s) with regard to your access to, and use of, a Website, including providing such technical assistance and information as we may reasonably request.

4.2.6. Third Party Service Providers

You may, at your option, elect to permit a Third-Party Service Provider to access any Treasury Services (which may result in the TPSP's receipt, access to, and/or handling of any related sensitive information or PHI), including, without limitation, through the use of a remote access software package, a Website, or data transmission mail delivery service, mobile access or telephone, as applicable. We will not be responsible for your acts or omissions or those of your officers, employees or agents, including any TPSP retained by you (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed to be our agent.

If you permit any TPSP to access any of the Treasury Services, including, without limitation, through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, we will not be responsible or liable for such TPSP's use or misuse of the Treasury Services or related accounts or any such party's access to, use, misuse or loss of any PHI or other sensitive information; provided that we have complied with the Account Agreement and any applicable Security Procedure. We may and will treat all instructions and information that we receive as provided by and for your benefit and subject to all of our rights under the Account Agreement.

4.2.6.1. Your representations, warranties, and agreement surrounding Third Party Service Providers.

4.2.6.1.1. You represent and warrant to us that you obtain a business benefit by allowing a TPSP to use, on your behalf, one or more of the Treasury Services (which may include the TPSP's receipt, access to, and/or handling of any related sensitive information or PHI), and that you have made available to each TPSP, this Booklet, and all applicable Service Addenda and Services Documentation.

4.2.6.1.2. You will provide and maintain a list of all such TPSP in a form and in a manner acceptable to us. We may act under the Account Agreement as a TPSP instructs us, and you agree that such TPSP will be acting as your agent with respect to the Treasury Services. You further agree and warrant to us that you will cause a TPSP to use the Treasury Services on your behalf in accordance with the terms and conditions of your Account Agreement and all applicable Services Documentation and that such TPSP shall have no other right to use a Treasury Service or to derive any benefit under your Account Agreement or the Account Agreement. You agree that you are fully responsible for ensuring that all appropriate information protection, privacy, and similar policies and procedures are implemented and followed by all such TPSPs that you use, and that they comply at all times with applicable law. You shall provide us with information about any such TPSP as we may reasonably request.

4.2.6.1.3. You agree to periodically perform an audit of your TPSP. The audit should include, but is not limited to, technical or other access security to any Treasury Service or feature of any Treasury Service, the applicable Security Procedure, methods used to comply with the Account Agreement and all applicable Services Documentation, and employee security practices. You agree to provide the results of the audit to us upon request.

4.2.6.1.4. You understand and agree that you are strictly and solely responsible for the actions and omissions of any TPSP you may engage. You will indemnify and hold us harmless from and against any and all Losses in any way relating to any action or inaction of a TPSP, unless such Loss is attributable to our gross negligence or willful misconduct.

4.2.6.1.5. We may, at our sole and absolute discretion, either decline to act upon any instruction or communication received from any TPSP or terminate or suspend your use of the underlying Treasury Service, if, in our sole and absolute discretion, we determine that a TPSP may pose a risk to our operations, or a TPSP or you breach any term of your Account Agreement or applicable Services Documentation. In the event that you terminate your relationship with a TPSP it is your sole responsibility to terminate such TPSP's access to the Treasury Services (including access to any related PHI or other sensitive information).

4.2.7. Suspension And Termination

4.2.7.1. Without any liability to you or to any other party claiming by or through you, we may modify, suspend, or terminate the Account Agreement or a Treasury Service, or any transaction related to a Treasury Service, at any time in our sole and absolute discretion without giving any notice to you or a refund of fees you have paid. You may terminate a Treasury Service upon 30 calendar days' prior written notice to us.

4.2.7.2. If the Account Agreement or a Treasury Service is terminated for any reason, you shall: (a) immediately stop using any Materials relating to the terminated Treasury Service; (b) erase or delete any EverBank-provided software relating to the terminated Treasury Service to the extent stored in your computers; and (c) at our option, either return to us or destroy all Materials relating to the terminated Treasury Service and certify to us that you have done so. Your obligations under this subsection of this Suspension and Termination section shall survive termination of the Account Agreement.

4.2.7.3. Termination of the Account Agreement or a Treasury Service shall not affect your payment obligations with respect to Treasury Services performed by us prior to termination, and any such termination is in addition to our other rights under applicable law and under the terms of the Account Agreement. Also, termination of the Account Agreement or a Treasury Service does not release the parties from any of their respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you to us and outstanding will become immediately due and payable.

4.3. Account Reconciliation Service

The Account Reconciliation Service consists of features that will help you reconcile and manage credit and debit activity in your Treasury Account(s). You will have the option to select specific features described below via applicable Services Documentation.

4.3.1. Overview of Account Reconciliation Service Options

Each of the Account Reconciliation Services must begin at the beginning of a statement cycle and requires a minimum of a ten (10) business days lead-time from the beginning of the requested statement cycle.

4.3.1.1. Full Reconciliation. During each reporting period, you will transmit to us a Check Issue File via the Business Online Banking Platform. The Check Issue File is then used to match transactions that have actually cleared your Treasury Account(s) for payment. The matched data will be returned to you electronically. If we do not receive a Check Issue File prior to ten (10) business days after the end of the reporting period, the reconciliation will be performed without the Check Issue File. If a Check Issue File is not received by the deadline for three consecutive reporting periods, the Account Reconciliation Service will be downgraded to a partial reconciliation with associated fees applied for the partial service. Setup fees apply for reinstatement to full reconciliation.

4.3.1.2. Partial Reconciliation. A listing of transactions that have cleared your Treasury Account is sent to you via the Business Online Banking Platform.

4.3.2. Company's Responsibilities and Acknowledgments

4.3.2.1. Quality Check Assurance. Company must provide and maintain quality checks for any and all reconciliation services, including but not limited to ensuring that your Check Issue File is properly formatted and meets all requirements described in the applicable Services Documentation. The Check Issue File is your sole responsibility, and any payee name (if provided on the Check Issue File) cannot be used to detect fraudulent alteration of a payee name. We shall have no obligation to examine or inspect any information on any Check Issue File, any Check, or any other Item for completeness or authorization or to determine whether a Check or other Item is properly payable. Voided checks for the purpose of testing may be required with every new account. Rejects due to check quality will be assessed a “Reject Quality Surcharge.” The “Surcharge” will commence 30 days after notification if the quality issue is not completely resolved. The Account Reconciliation Service may be discontinued should these rejects continue for a period of 90 days or more, following notification, which includes the charging of the Reject Quality Surcharge, by us.

4.3.2.2. Stop Payment. In order to stop payment on a check included in the Check Issue File, the Company must follow the requirements described in the General Terms section above. A cancel or void should only be used if a check has not been disbursed. Bank's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Bank's system, the stop payment will not be placed.

4.3.2.3. Miscellaneous. Company acknowledges that notwithstanding the return of checks by EverBank in accordance with Company's instructions under this section, the Company may be subject to claims for payment by the payee of any check or by a holder in due course of a check. Information provided on the set up will remain in effect until an appropriate Company representative otherwise notifies EverBank in writing, and EverBank has sufficient time to act upon the notification. All notices, communications, and instructions from one party to the other in connection with this Service shall be sent via the Internet to particular parties, which the recipient may amend from time to time by prior written notice.

4.3.3. Limit of Liability

In addition to the limits of liability set forth in the Account Agreement, the following additional terms apply to Account Reconciliation Service.

4.3.3.1. Without liability to any party, Bank shall be entitled to cease Account Reconciliation Services if the quality of the checks, including the quality of the magnetically encoded characters on the face of each check, is below a commercially reasonable standard for processing on Bank's equipment.

4.3.3.2. The term “Full Reconciliation” should not be construed as relieving Company of its normal due diligence responsibilities regarding the examination of account statements and individual checks to detect errors or alterations. Bank shall not be liable for any loss arising from Company's failure to exercise due diligence.

4.3.3.3. Payee names reported by Bank to Company in any Full Reconciliation report or database are derived from the Company-provided database of checks issued, and not from the face of the check. Therefore, such reports cannot be used to detect fraudulent alteration of the payee name and Bank shall have no liability for losses arising from Company's reliance on the Account Reconciliation Service for this purpose.

4.3.3.4. Company's use of the Account Reconciliation Service or Bank's receipt of information associated with this Account Reconciliation Service does not impose on Bank any obligation or duty with respect to Company's accounts or the payment of checks, and Bank shall have no obligation to examine or inspect any check or other item for completeness or authorization or to determine whether a check or other item is properly payable.

4.4. ACH Block/Filter Service

The ACH Block/Filter Service allows you to authorize or block Entries to or from the Treasury Account(s) you have selected for this Treasury Service based on Entry Rules you will define. An Entry Rule can include, among other criteria, the originating company, standard entry class, the receiving account, and maximum authorized dollar amount. Additionally, you may authorize specific Debit Entries or Credit Entries, resulting in a block of all Debit Entries or Credit Entries that you did not specifically authorize.

4.4.1. General Provisions

4.4.1.1. You acknowledge and agree that by instructing us to block or filter Entries based on the Entry Rules you provide, we shall automatically dishonor and return the Entries that are subject to the block or Entry Rules, and you shall accept liability to any party and hold us harmless for any Losses or actions at law arising from the return (dishonor) of any Entry.

4.4.1.2. You shall provide your Entry Rules to us, including any updates, by such method and in such format as we shall specify. We shall process updates to your Entry Rules in a reasonable period of time following delivery of those updates to us. We shall not be obligated to process Entry Rules or updates thereto unless all of our specified requirements and conditions have first been satisfied or waived by us, in our sole and absolute discretion.

4.4.1.3. The ACH Block/Filter Service does not apply to transactions between you and us, and we may pay Entries that you have authorized us to originate to your Treasury Account (for example, including but not limited to, service or other fees, and loan or credit card payments). We may also pay any Entries, reversals or adjustments that we are required to accept under the Rules, operating circulars or any other rule, guideline or regulation that we deem applicable in our reasonable judgment.

4.4.1.4. If this ACH Block/Filter Service is terminated for any reason, we will no longer be obligated to monitor Entries, and we will receive and accept or return Entries to your Treasury Account in accordance with our normal procedures. You still have the right to return Entries in accordance with the Rules.

4.4.1.5. This ACH Block/Filter Service does not relieve you of your normal due diligence responsibilities regarding the examination of account statements and individual Entries to detect exceptions or unauthorized transactions. We shall not be liable for any loss arising from your failure to exercise commercially reasonable due diligence and review of transactions.

4.4.2. Disputes; Limitations of Liability; Indemnification

4.4.2.1. You acknowledge that the return of an Entry is subject to dispute on the part of the originator of the Entry. In the event of such a dispute, we must act according to applicable laws, regulations, and the Rules. You hereby indemnify and hold us, our officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to your use of this ACH Block/Filter Service and the actions we take in compliance with law, regulations, and the Rules.

4.4.2.2. If the identifying information in an Entry is inconsistent or is described inconsistently in an Entry Rule, you shall hold us harmless for posting an Entry to your Treasury Account and any dispute related to such a Entry shall be between you and the originator of the Entry.

4.5. Automated Clearing House (ACH) Origination Service

The Automated Clearing House (ACH) Service allows you to initiate Entries that may be sent through the ACH Network directly to another bank or processor or processed directly to accounts with us, as more fully described in the applicable Services Documentation. The ACH Origination Service generally allows you to initiate debit or credit Entries to accounts at other eligible financial institutions and also allows you to transfer funds, through the external transfers ACH Service, to or from your Treasury Accounts with us or your accounts with other eligible financial institutions. The ACH Origination Service is governed by the Rules and the terms and conditions of this Account Agreement. EverBank is willing to act as an Originating Depository Financial Institution with respect to such Entries, subject to the terms of this Account Agreement and the Rules.

4.5.1. Origination, Initiation And Transmittal Of Entries

4.5.1.1. Company authorizes EverBank to originate Entries on behalf of the Company to Receivers' accounts as specified by the Company.

4.5.1.2. In order to originate Entries, Company must designate at least one Administrator within the Business Online Banking Platform to submit Entries. Administrator(s) shall be responsible for designating the Authorized Representatives, if any, who Company authorizes to initiate Entries. Administrator(s) may also set dollar limits on funds transfer amounts for Authorized Representatives. Bank shall not be responsible for the limits established by Administrator(s). EverBank shall be entitled to rely, without any investigation, research, or other diligence, on the designations made by the Administrator(s) as to Authorized Representatives. Company shall notify Bank immediately in writing if any Administrator or Authorized Representatives' authority is revoked, modified or amended in any way or if the employment of any Administrator or Authorized Representative is suspended or terminated by Company. Although Bank is only required to act upon the instructions of the Authorized Representatives, EverBank may, in its sole discretion, execute Entries initiated by any Authorized Signer.

4.5.1.3. Company shall cause Entries to be transmitted to the Bank at the location(s) and in compliance with the formatting and other requirements set forth in the Rules or as otherwise specified by EverBank in the Services Documentation. Company understands and agrees that (a) Company's ability to originate Entries is subject to exposure limits in accordance with the Rules and as set forth in the Services Documentation and (b) that Company may initiate only those types of Entries that are indicated in the Services Documentation.

4.5.1.4. Company may not act as Third Party Sender or otherwise initiate any Entries for or on behalf of any third party.

4.5.2. Compliance With Security Procedure

4.5.2.1. Company and EverBank shall comply with the requirements described in the "Security Procedures" section above, in this section, and in the Services Documentation related to this ACH Service (collectively, the "ACH Security Procedure"). Company acknowledges that the purpose of the ACH Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between EverBank and Company. You and we will comply with the ACH Security Procedure with respect to the ACH Service. **We highly recommend implementation of dual approval/controls for this ACH Service.** If you do not implement dual approval/controls for this ACH Service, you agree that you have assumed the risk of any Loss and you waive any claims against EverBank for any such Loss.

4.5.2.2. If an Entry (or request for cancellation or amendment of an Entry) received by EverBank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay EverBank the amount of such Entry even if the Entry (or request) was not authorized by Company, provided EverBank accepted the Entry in good faith and acted in compliance with the ACH Security Procedure with respect to such Entry.

4.5.2.3. If an Entry (or request for cancellation or amendment of an Entry) received by EverBank was transmitted or authorized by Company, Company shall pay EverBank the amount of the Entry, whether or not EverBank complied with the ACH Security Procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if EverBank had complied with such procedures.

4.5.2.4. In the event Company fails to comply with the ACH Security Procedure and EverBank receives a fraudulent Entry (or a fraudulent request for cancellation or amendment of an Entry), but EverBank believes in good faith that the Entry is authorized by Company, Company shall pay EverBank the amount of the Entry, whether or not EverBank complied with the ACH Security Procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if EverBank had complied with such ACH Security Procedure.

4.5.3. Processing, Transmittal and Settlement by EverBank

4.5.3.1. Except as provided in the "On-Us Entries" and "Rejection of Entries" sections below, EverBank shall use commercially reasonable efforts to: (a) process Entries received from Company that conform with the file or format specifications set forth in the Rules, (b) transmit such Entries as an ODFI to the ACH Operator, and (c) settle such Entries as provided in the Rules.

4.5.3.2. EverBank shall also use commercially reasonable efforts to transmit Entries to the ACH Operator by the deposit deadline of the ACH Operator, provided (a) such Entries are received on a Business Day by EverBank and by the applicable Cut-Off Time, (b) the Effective Entry Date satisfies the criteria provided by Bank to Company, and (c) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by EverBank when the electronic transmission (and compliance with any related ACH Security Procedure provided for herein) is completed as provided in the Services Documentation, or as otherwise agreed to by EverBank in its sole discretion. Company may transmit Entries to EverBank only through the Business Online Banking Platform, unless otherwise agreed by EverBank in its sole discretion. In the event of an extended outage of the Business Online Banking Platform, Company should contact EverBank for event-specific instructions.

4.5.3.3. Company may use only those Nacha SEC codes that Company has been approved to use by EverBank, in EverBank's sole discretion. Company is authorized to initiate ACH transactions only for the purposes intended, using the appropriate, approved Nacha SEC code, and only if the Entry is within the approved limits. These approved Nacha SEC codes and limits are described in the Services Documentation. Entries will not be transmitted if: (a) established maximum dollar amounts are exceeded or (b) if the Company uses a Nacha SEC code that Company is not approved to use, or (c) if an incorrect or inappropriate Nacha SEC code is used.

4.5.3.4. If any of the requirements in section 4.5.3.2 are not met, EverBank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next Business Day on which the ACH Operator is open for business.

4.5.4. On-Us Entries

Except as provided in the “Rejection of Entries” section below, in the case of an On-Us Entry, EverBank shall credit or debit the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in the “Processing, Transmittal and Settlement by EverBank” section above are met. If either of those requirements are not met, EverBank shall use reasonable efforts to credit or debit the Receiver’s account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

4.5.5. Rejection of Entries

Company agrees that EverBank has no obligation to accept Entries and therefore may reject any Entry issued by Company. EverBank has no obligation to notify Company of the rejection of an Entry, but EverBank may do so at its option. EverBank shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by a withdrawable credit balance in a Treasury Account or the Bank has otherwise received full payment from Company.

4.5.6. Cancellation or Amendment of Entry by Company

Company shall have no right to cancel or amend any Entry after its receipt by EverBank. However, if such request complies with the ACH Security Procedure, EverBank shall use reasonable efforts to act on a request by Company for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver’s account, but shall have no liability if such cancellation or amendment is not effected. Company shall reimburse EverBank for any Losses EverBank may incur in effecting or attempting to effect the cancellation or amendment of an Entry. Company may not reinitiate Entries except as authorized by the Rules.

4.5.7. Error Detection

EverBank has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. EverBank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify EverBank of such error. If such notice is received no later than three Business Days prior to the Effective Date of the Entry, EverBank will utilize reasonable efforts to cancel the Entry. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold EverBank harmless from any Losses incurred by EverBank as result of the error or issuance of duplicate Entries.

4.5.8. Pre-notification

EverBank may require that the Company send a pre-notification that Company intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to EverBank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such pre-notification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of an authorization signed by its customer, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

4.5.9. Notice of Returned Entries and Notifications of Change

EverBank shall notify Company of the receipt of a returned entry from the ACH Operator no later than one Business Day after the Business Day of such receipt. Except for an

Entry retransmitted by Company in accordance with the requirements of the "Origination, Initiation and Transmittal of Entries" section above, EverBank shall have no obligation to retransmit a returned Entry to the ACH Operator if EverBank complied with the terms of this Account Agreement with respect to the original Entry. EverBank shall provide Company all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or corrected NOC Entry received by EverBank relating to Entries transmitted by Company. EverBank must provide such information to Company within two Business Days of the Settlement Date of each NOC Entry or corrected NOC Entry. Following Company's receipt of NOC information from EverBank, Company shall ensure that changes requested by the NOC Entry or corrected NOC Entry are made by within the timeframe required by the Rules or prior to initiating another entry to the Receiver's account, whichever is later.

4.5.10. Payment by Company for Entries; Payment by EverBank for Entries; Pre-Funding; Reserves

4.5.10.1. Company shall pay EverBank the amount of each credit Entry transmitted by EverBank at such time on the Settlement Date as EverBank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date as EverBank, in its discretion, may determine; provided, however, that EverBank may at any time require that Company have sufficient available and collected funds in its Treasury Account prior to EverBank processing such credit Entry. Notwithstanding the foregoing, Company hereby authorizes EverBank to charge the Treasury Account(s), as payment for all payments due Bank under these ACH Origination Service terms. Company shall maintain sufficient collected funds in the Treasury Account(s) to pay for all payments due to EverBank. In the event a Treasury Account or any other Company bank account does not have collected funds sufficient to cover the total amount of all Entries to be paid to EverBank, EverBank may take any of the following actions: (a) refuse to process all Entries, in which event EverBank shall return the data relating to such credit Entries to Company, whereupon EverBank shall have no liability to Company or to any third party as a result thereof; (b) process that portion of the credit Entries as Company has sufficient available funds in the Treasury Account to cover, in whatever order EverBank in its sole discretion shall elect to process, in which event EverBank shall return the data relating to such credit Entries as are not processed to Company, whereupon EverBank shall have no liability to Company or any third party as a result thereof; or (c) process all credit Entries.

In the event EverBank elects to process credit Entries initiated by Company and Company has not maintained sufficient available funds in the Treasury Account(s) to cover credit Entries, the total amount of the insufficiency advanced by EverBank on behalf of Company shall be immediately due and payable by Company to EverBank without any further demand from EverBank. If EverBank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of EverBank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

4.5.10.2. Company shall promptly pay EverBank the amount of each debit Entry returned by an RDFI that was transmitted by EverBank.

4.5.10.3. EverBank shall pay Company the amount of each debit Entry transmitted by EverBank after the Settlement Date of such debit Entry as EverBank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as EverBank, in its discretion, may determine. Such payments by EverBank shall be made by crediting the Treasury Account.

4.5.10.4. EverBank shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by EverBank.

4.5.10.5. Bank, in its sole discretion, reserves the right to require Company to pre-fund a Treasury Account maintained at Bank prior to the Settlement Date of any Entry. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company.

4.5.10.6. From time to time, the Bank shall evaluate Company's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Company to establish reserves with Bank calculated by Bank to cover Company's obligations to Bank arising from ACH activities. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of reserves required by Bank, if any, will be communicated directly to Company from time to time. Company agrees to establish reserves as required by Bank within three (3) banking days after receipt of a communication from Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Bank may suspend ACH processing activity for Company if Company fails to establish the required amount of reserves within the time period specified by Bank in its communication to Company.

4.5.11. ACH-Specific Company Representations and Warranties

With respect to each and every Entry transmitted by Company, Company represents and warrants to EverBank and agrees that: (a) each person shown as the Receiver on an Entry received by EverBank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (b) Company shall retain the authorization in original form while it is in effect and the original or a copy of each authorization, as required by the Rules and applicable law; (c) such authorization is operative at the time of transmittal or crediting or debiting by EverBank as provided herein, and complies with the Rules, Regulation E, other applicable law, and the terms of the Account Agreement and the specific terms for this ACH Service; (d) Entries transmitted to EverBank by Company are limited to those types of Entries referred to in the “Origination, Initiation and Transmittal of Entries” section above; (e) Company has complied with all applicable pre-notification requirements under the Rules and will not initiate an Entry that has been rejected by an RDFI within the prescribed period until the cause of such rejection has been cured; (f) the Company is in compliance with any additional representations and warranties set forth in any Services Documentation with respect to such Entry; (g) Company has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry, (h) the ACH Operator selected by Bank shall be considered to have been selected by and designated by Company; and (i) if Nacha or any other regulatory body fines or levies any penalties or charges against EverBank resulting from Company’s non-compliance with the Rules or other applicable requirements, then Company shall reimburse EverBank the amount of such fine, penalty, or charge.

4.5.12. ACH-Specific EverBank Limitations

EverBank shall be excused from failing to transmit or delaying in transmitting an Entry if such transmittal would result in EverBank’s having exceeded any limitation upon its intra- day net funds position established pursuant to present or future Federal Reserve guidelines or in EverBank’s reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

4.5.13. Data Retention and Evidence of Authorization

Company shall retain data on file adequate to permit remaking of Entries for 30 days following the date of their transmittal by EverBank as provided herein, and shall provide such data to EverBank upon its request. Without limiting the foregoing, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules. Company shall also obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years, or for such longer or shorter period as may be required by the Rules, after they expire. Upon request, Company will provide a copy of such consents and authorizations to EverBank or any affected Participating Depository Institution.

4.5.14. Nacha Rules; Compliance with Law

Company acknowledges that it has a copy or has access to a copy of the Rules. The Rules are available at nacha.org, and limited-access to the basic Nacha Operating Rules is available at nachaoperatingrulesonline.org. Company agrees to comply with and be bound by the Rules as they may be amended from time to time, which Rules are hereby incorporated herein. The Company is responsible for ensuring that its origination of Entries complies at all times with the Rules and applicable law, including, but not limited to, the sanctions enforced by OFAC, laws, regulations, and orders administered by United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"); and any state laws, regulations, or orders applicable to the providers of ACH payment services, including the sending of restricted Entries. Restricted Entries include but are not limited to Entries defined as restricted within Regulation GG. Company agrees that the performance of any action by Bank to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with applicable law. Company agrees generally and warrants to Bank that all actions by Company pursuant to the ACH Origination Service, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects all applicable law, including, without limitation, all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Banks Examination Council ("FFIEC"). Bank will charge the Company with any fines or penalties imposed by OFAC, Nacha or any organization that are incurred as a result of non-compliance by the Company, and the Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. In addition, Company understands and agrees that we may be required to report to any ACH association information regarding the Company as provided by the Rules. Such information may include, without limitation, the Company's origination volume for specified periods of time and the actual return rate for unauthorized Entries. Company further understands and agrees that, if the Company's return rate exceeds a threshold as is provided under the Rules, EverBank may provide additional information to the ACH association, including, without limitation, a detailed plan and timeline for reducing the Company's return rate and, in such case, Company will be required to satisfy such plan and timeline in order to continue transmission of Entries under this Agreement. For the avoidance of doubt, the specific duties of the Company set forth in these terms in no way limit the requirement of Company to comply with all applicable Laws.

4.5.15. Third Parties

Company assumes full liability for acts or omissions of (a) any Third-Party Service Provider used by Company to process or initiate Entries on behalf of Company and (b) any person for which Company initiates Entries as Third Party Sender, and Company agrees to indemnify and hold harmless EverBank against any Losses resulting from or arising out of any acts or omissions of such person and/or TPSP. Company agrees not to use a TPSP to transmit files to Bank without first entering into Bank's Third-Party Service Provider Agreement. If Company uses a TPSP to transmit Entries to Bank and Company and TPSP have not entered into a Third-Party Service Provider Agreement, Company (a) represents and warrants that TPSP is acting as Company's lawful and authorized agent in the delivery of Entries to Bank, (b) agrees all of Company's obligations and responsibilities under these ACH Origination Service terms will apply to the TPSP, and (c) agrees to assume full responsibility and liability for any failure of TPSP to comply with applicable laws and all terms and conditions contained in the Account Agreement, including these ACH Origination Service terms. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by TPSP or a malfunction of equipment provided by TPSP. Bank's sole responsibility shall be to transmit Entries to the ACH Operator, and Bank shall not have any responsibility for any Entry transmitted by a TPSP. Company covenants that Company shall enter into a separate agreement with Company's TPSP ("Service Provider Agreement"). At Bank's request, Company will provide to Bank a true and exact copy of such Service Provider Agreement. Notwithstanding anything to the contrary contained herein, Company authorizes Bank to accept any Entry submitted by the TPSP even if the TPSP has not been designated as an Authorized Representative, and if TPSP has not executed the Service Provider Agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of TPSP, including fines, assessments, or attorneys' fees incurred under or pursuant to the Rules or applicable laws.

4.5.16. Underwriting

Company approval for use of this ACH Origination Service may be subject to underwriting criteria established by Bank from time to time. If Bank requires application of underwriting criteria to Company approval for use of this ACH Origination Service, Bank will communicate to Company the nature and content of that criteria and the information Company will be required to provide to Bank. Company agrees to provide Bank such financial, business and operating information as Bank may reasonably request in connection with Bank's underwriting and approval process. Company understands and agrees that Bank may require the personal guarantee of a principal or an owner of the Company.

4.5.17. Cooperation in Loss Recovery Efforts

In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the ACH Origination Service, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

4.5.18. Additional Terms for ACH File Uploads

4.5.18.1. Description of ACH Files Upload and Set-Up. The ACH File Upload Service allows you to set up Users who will have the ability to upload, approve, and transmit ACH files. By setting up a User to have the ability to upload ACH files, that User will also have the ability to approve and transmit those ACH files, subject to certain set-up options and limitations that you are solely responsible for selecting and implementing, including, without limitation, daily service limits. The User daily service limits settings constitute a Security Control element of your Security Procedures.

4.5.18.2. Security Controls and Procedures. The User daily service limits settings described above constitute a Security Control element of your Security Procedures for the ACH File Upload Service. Additionally, **EverBank highly recommends implementation of dual approval/controls for this ACH File Upload Service.** Dual approval/controls requires that two separate individuals or logins are needed in order to approve and transmit ACH files. The other approval methods provide less security, and it is for that reason that we highly recommend at least dual approval/controls. You agree that you are solely responsible for selecting the approval/controls method, and if you select at least dual approval/controls per our recommendation, that constitutes a commercially reasonable Security Procedure; however, if you do not select at least dual approval/control, you acknowledge and agree that the Company is aware of and accepts the risks for Loss, and the Company further agrees to waive any claims against EverBank for any such Loss resulting from fraudulent or unauthorized access to the ACH File Upload Service. You agree to be bound by any instructions we receive through the ACH File Upload Service, whether authorized or unauthorized, unless you have given us prior notice of possible unauthorized use or access to the ACH File Upload Service, and we had a reasonable opportunity to act on such notice.

4.5.18.3. **Representations and Warranties.** By using the ACH File Upload Service, you represent and warrant to us that (a) you are solely responsible for meeting your obligations in connection with the ACH File Upload Service, including, without limitation, submitting ACH files that do not exceed your service limits, including account-level service limits, regardless of the upload method that you use, (b) we have no obligation or responsibility to contact you regarding any ACH files that have been uploaded that exceed any service limit, including account-level service limits, and (c) you have been advised by us that by default, any User enabled for the ACH File Upload Service will be able to approve (“transmit”) any file uploaded by themselves or by any other User up to the Company’s ACH File Upload daily limit if they have been enabled with the approval/transmit role for any other service on the Business Online Banking Service setup, and that as such, each User enabled to upload ACH files should be reviewed and adjusted to reflect the actual approval/transmit limit desired for that User (if any at all). We highly recommend that you have policies and procedures in place to meet the requirements of these representations and warranties, and to ensure that you do not upload any ACH file that exceed your service limits, including account-level service limits. You further represent and warrant to us that if you do not (a) properly use the ACH File Upload Service, including submitting ACH files that meet all your service limits or (b) fail to meet the Cut-Off Time for uploading any ACH file, then as between you and us, you will bear the full Loss for Items that not are transmitted.

4.6. Business Online Banking Service

The Business Online Banking Service consists of features that you selected among those described in the applicable Services Documentation for Business Online Banking Services, and available through the Business Online Banking Platform. Additional terms and conditions for the Business Online Banking Service are contained in the Online Banking Services Agreement.

4.6.1. We will issue you Access Codes enabling you to access and use our Business Online Banking Services. We are entitled to act upon instructions received through our Business Online Banking Services under your Access Codes without inquiring into the identity of the person using those Access Codes. You acknowledge that no person from EverBank will ever ask for your Access Codes and that our employees do not need and should not ask for your Access Codes. You agree never to provide your Access Codes to anyone, including anyone claiming to represent EverBank. You are liable for all transactions made or authorized using your Access Codes.

You agree that EverBank has no responsibility for establishing the identity of any person or determining the validity of any transaction. You agree that if you give your Access Codes to anyone or fail to safeguard their secrecy, you do so at your own risk. Anyone with your Access Codes will have access to your accounts.

You agree to notify us immediately in the event that your Access Codes are lost, stolen, or otherwise compromised. At any time, you may ask us to disable your Access Codes and issue new Access Codes to you.

4.6.2. An Authorized Signer on any account in Business Online Banking may designate User(s) as Administrator(s) for the Business Online Banking Platform and/or any Treasury Service. Each Administrator for Business Online Banking is authorized to initiate all transactions made for any Treasury Account(s) established on the Business Online Banking Platform. Additionally, the Administrator has the ability to (a) add additional Administrators who will have the same rights and authorizations as each other Administrator, including the authority to initiate transactions, (b) add Users, and (c) grant User permissions. The Authorized Signer who designates an Administrator understands and agrees that he or she, and the Company, will be responsible and liable for the actions or inactions of any Administrator and any User, including, but not limited to, all transactions originated in the Business Online Banking Platform by any Administrator or User, and any return or pay decisions made by any Administrator or User. You agree to indemnify EverBank against any Losses resulting from or arising out of any claim by any person that EverBank is responsible for any act or omission of an Authorized Signer, an Administrator, or a User.

4.6.3. Business Online Banking Services are available 24 hours a day, seven days a week, except during special maintenance periods. Please see the applicable Services Documentation for Cut-Off Times. Transaction requests made through the BOB Platform on a Business Day before defined Cut-Off Times will be treated as received on that Business Day. Any requests received after the Cut-Off Times or on non-Business Days will be treated as received on the next Business Day. We reserve the right to update the Cut-Off Times from time to time.

4.6.4. Users have the option to establish certain service- and transaction-based Alerts, and we may, in our sole discretion, require you to establish mandatory Alerts for specific Services or transactions. Users also have the option to elect to receive Alerts via text message to their cellular telephones. Additional terms and conditions will apply to these text Alerts.

4.6.5. Once you have established the Business Online Banking Service, if you open any new accounts with us, those new accounts will automatically be added to your Business Online Banking Service. If you would like an account removed from the Business Online Banking Service, you may call us for assistance.

4.6.6. Accounts that are closed will be removed from the Business Online Banking Service in our discretion, but no longer than 6 months after account closure.

4.6.7. Authentication and Security Procedures

When you enroll in the Business Online Banking Service, you will select the type of authentication you will use to access the Service, and such authentication method constitutes a Security Control element of your Security Procedures related to the Business Online Banking Service. **We highly recommend the use of token-based authentication for online security.** Token-based authentication uses a token enabled by the Bank for you and any of your Authorized Representatives for purposes of accessing the Business Online Banking Service, and for approving and submitting payments. The other authentication methods provide less security, and it is for that reason that we highly recommend token-based authentication for online security. You agree that you are solely responsible for selecting the authentication method, and if you select token-based authentication per our recommendation, that constitutes a commercially reasonable Security Procedure; however, if you do not select token-based authentication, you acknowledge and agree that the Company is aware of and accepts the risks for Loss, and the Company further agrees to waive any claims against EverBank for any such Loss resulting from fraudulent or unauthorized access to the Business Online Banking Service. You agree to be bound by any instructions we receive through the Business Online Banking Service, whether authorized or unauthorized, unless you have given us prior notice of possible unauthorized use or access to the Business Online Banking Service, and we had a reasonable opportunity to act on such notice.

4.6.8. Designation of Administrators and other Authorized Representatives

Authorized Signers may designate a User as an Administrator for the Service. Each Administrator for the Business Online Banking Service is authorized to initiate all transactions made for any Treasury Account(s) established within the Business Online Banking Service. Additionally, an Administrator has the ability to add Users and grant user permissions, which include, but are not limited to, payment origination. Any Authorized Signer who designates an Administrator understands and agrees that he or she will be solely responsible and liable for the actions or inactions of any Administrator and any User regardless of the means by which any actions or inactions are taken or directed (including, but not limited to in writing, verbally, or via the Service) by any Administrator or User, including, but not limited to, all transactions originated in the Business Online Banking Service by any Administrator or User, and any return or pay decisions made by any Administrator or User. **The Bank highly recommends that the Company implements dual control for Administrators.** Dual control will require two separate individuals or logins to the Business Online Banking Service to make administrative changes, including setting up new Users and granting transaction capabilities. You agree that you are solely responsible for selecting the method to make administrative changes in the Business Online Banking Service, and if you do not select dual control, you acknowledge and agree that the Company is aware of and accepts the risks for Loss, and the Company further agrees to waive any claims against EverBank for any such Loss resulting from fraudulent or unauthorized access to the Business Online Banking Service.

4.7. Imaged Deposits Service

The Imaged Deposits Service allows you to deposit qualifying Checks to your designated Treasury Account by transmitting to us for deposit an electronic image of a paper Check. This Imaged Deposit Service consists of the following service options: (a) Remote Deposit Capture, (b) Mobile Check Deposit, and (c) transmission of an image cash letter. You may select among these service options using the applicable Services Documentation.

To use the Imaged Deposits Service, you must: (a) designate at least one Treasury Account, (b) acquire the hardware and software required to access the Imaged Deposits Service, as described in more detail in the Services Documentation, (c) have access to the Internet, (d) maintain a valid email address and for the Remote Deposit Capture service option, maintain a valid telephone number, (e) submit to us the Certifications as described in the "Imaged Deposit Certifications" sections below, and (f) meet any other requirements described in the Services Documentation or Services Addendum, or as determined by us in our sole discretion.

4.7.1. Designated Treasury Account(s); Administrator; Users

4.7.1.1. Check Images shall be subject to finally collected funds and the Account Agreement. If you have more than one designated Treasury Account, you must identify the designated Treasury Account to be credited with your Check Images when you transmit those Check Images to us, by selecting the designated Treasury Account before transmitting the Check Images.

4.7.1.2. In order to add, change or delete designated Treasury Accounts or to add, change or delete the identified Administrator for an Imaged Deposits Service, you will need to contact us, and we will need a reasonable amount of time to make any changes that you request.

4.7.1.3. You understand and agree that all users of the Imaged Deposits Service will have the ability to see the transaction history of the designated Treasury Account(s) for which those users have been given access.

4.7.2. Compliance with Security Procedure
Company and EverBank shall comply with the requirements described in the “Security Procedures” section above and in the Services Documentation related to this Imaged Deposits Service (collectively, the “Imaged Deposits Security Procedure”). Company acknowledges that the purpose of the Image Deposits Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of a Check Image. No security procedure for the detection of any such error has been agreed upon between EverBank and Company. You and we shall comply with the Imaged Deposits Security Procedure with respect to the Imaged Deposits Service. We reserve the right to change the Security Procedures, with or without prior notice to you, if we deem such changes necessary or appropriate to protect you or us from Losses.

4.7.3. Process

4.7.3.1. You may scan Checks using an image capture device, or you may take photographs of Checks using a Mobile Device, or you may send to us an image cash letter to deposit those Checks to your designated Treasury Account(s). You agree to restrictively endorse any Item prior to transmitting it to us through the Imaged Deposits Service as “For Online Deposit Only at EverBank,” or as otherwise instructed by us, and you further agree to stamp or otherwise mark the original Check “Processed,” “Deposited,” “Scanned,” or something similar after you have transmitted to us each Check Image such that the risk of subsequently re-scanning the same Item and thus creating a duplicate is reduced accordingly.

4.7.3.2. You agree that the manner (e.g., Substitute Check, image exchange, ACH) in which we clear or present Items for payment shall be determined by us, in our sole and absolute discretion. The Account Agreement contains additional terms and conditions applying to fees, and the presentment, collection, and return of Items. We reserve the right to select the clearing agents through which we clear Items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

4.7.3.3. Funds from deposited Check Images will generally be available according to our Funds Availability Disclosure for Checks included in this Booklet; however, we may extend funds availability for any Check Image deposited through the Imaged Deposits Service if, and to the extent, we deem such extended period of funds availability reasonably necessary or prudent to protect you or us from potential Losses.

4.7.3.4. For purposes of determining the availability of funds, Check Images deposited through the Services are considered received by us upon the our successful receipt of the transmission of such images that are complete, usable, and adhere to any data specifications provided to you by us. If the Check Images are not complete, are not usable, or do not adhere to such data specifications, we may be unable to process such Items, in which case your deposit will be adjusted as appropriate.

4.7.3.5. We have no obligation to notify you of the rejection of a Check Image or other information sent to us through the Imaged Deposits Service. We will have no liability to you for the rejection of a Check Image or other information sent to us through the Imaged Deposits Service or for not notifying you of such rejection. Upon receipt of a Check Image submitted by you, we may examine such Check Image and other information sent to us through the Imaged Deposits Service to ensure that you have complied with the Account Agreement, which includes these terms and conditions. If we determine that you have not complied with the Account Agreement or if errors exist in the Check Image or other information sent to us through the Imaged Deposits Service, we, in our sole and absolute discretion, may, in our sole discretion, (a) reject the Check Image, (b) hold the Check Image, or (c) elect to correct the error and accept and process the corrected Check Image. As a form of correction, we may credit your designated Treasury Account for the full amount of the deposit and make any necessary adjustments to the Treasury Account to correct the error. We may, in our sole and absolute discretion, also perform a risk-management analysis of one or more Check Images submitted by you to detect potentially fraudulent Check Images, and we may, in our sole and absolute discretion, reject any Check Image or other information sent to us through the Imaged Deposits Service. If after our examination of a Check Image or other information sent to us through the Imaged Deposits Service, we determine that you have complied with and processed and transmitted the Check Image in accordance with the Account Agreement, then we shall accept the Check Image for deposit in your designated Treasury Account. Notwithstanding the fact that we accept a Check Image for deposit, any credit made to your designated Treasury Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties, and any loss sustained by, or any claim made against, us.

4.7.3.6. Imaged Deposit Specific Transaction and Daily Limits. If you exceed the daily and transaction-specific limits that we have established for you, we may, in our sole and absolute discretion, either (a) accept the deposited Check Images in excess of these limits, or (b) refuse to accept the Check Images that would cause you to exceed your limits or that are submitted to us when you have already exceeded the applicable limit. If you exceed the daily limit or per transaction-specific limit, we also may terminate the Imaged Deposits Service without notice, except as such notice is required by law. If we do at any time accept a Check Image for deposit when the Check Image would cause you to exceed your limits or when you have already exceeded your limits, we will have no obligation to do so in the future. For Remote Deposit Capture and image cash letter, we will inform you of your initial Daily Limit and per transaction limit when you first apply. Unless otherwise approved by us in writing, for Mobile Check Deposit, you may scan and submit to us no more than $50,000 in Check Images per day, and no single Check Image may be for more than $50,000. We may at any time in our discretion raise or lower these limits.

4.7.3.7. To be eligible for processing on the day Check Images are transmitted to us, the Check Images must be received by us before the Cut-Off Time. For purposes of determining when a Check Image has been received by us, our records shall be determinative. Any Check Images we receive after the Cut-Off Time shall be deemed to have been received on the next Business Day. Acknowledgment of receipt or delivery does not constitute an acknowledgment by us that the transmission of a Check Image or Images does not contain errors or that the Item has been accepted for deposit. You agree that we may at any time, in our sole and absolute discretion, refuse to accept deposits of Checks from you via the Imaged Deposits Service. In the event that the Imaged Deposits Service is interrupted or are otherwise unavailable, you may, at your option, deposit Checks using an alternative method such as in-person at one of our financial centers, by courier service, via night drop, or postal mail to: EverBank, PO Box 11622, Newark, NJ 07101-9940.

4.7.3.8. If Check Images are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Check Image, you understand and agree that, because you maintained possession of the original Check, the original Check will not be returned, and we may charge back a Check Image of the Check to your Treasury Account. You understand and agree that the Check Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original Check if the corresponding Check Image is charged back to you.

4.7.4. Your Obligations

4.7.4.1. You hereby request that your designated Treasury Account(s) be made available for access through the Imaged Deposits Service.

4.7.4.2. You agree that you will use the Imaged Deposits Service to deposit only Checks drawn on financial institutions with a valid United States ABA/Routing Number and denominated in U.S. dollars. All other items must be deposited by alternative means such as in person, via courier, using a night drop facility, or by postal mail accompanied by a deposit slip issued by us. Furthermore, you agree that the image of each Check that you deposit via the Imaged Deposits Service shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

4.7.4.3. You will restrictively endorse all Items transmitted to us through the Imaged Deposits Service as "For Online Deposit Only at EverBank," or as otherwise instructed by us, and once transmitted to us, you will stamp or otherwise mark the original Check "Processed," "Deposited," "Scanned," or something similar.

4.7.4.4. Unless we make alternate arrangements with you, you are solely responsible for obtaining and installing a scanner or obtaining a Mobile Device, depending on the Imaged Deposits Service you use, and purchasing, obtaining, installing and operating any and all necessary equipment or software needed to access the Imaged Deposits Service from us or through an alternative we approve, and shall be responsible for maintaining such equipment or software in an operating condition, including any mandatory maintenance service programs prescribed by us. We will provide minimum specifications for scanners (including Mobile Devices) and all other equipment or software. If we do make arrangements with you to provide, or facilitate the installation of, a scanner, then, without our prior written consent, you will use that scanner only at the physical location where we provided it to you, or facilitated the installation thereof.

4.7.4.5. When you transmit Check Images to us, you must at that time specify which of your designated Treasury Accounts (if you have more than one designated Treasury Account) is to be credited with the funds from the Check. We shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the Imaged Deposits Services. You shall be responsible for auditing and balancing all of your designated Treasury Accounts, and for ensuring that each Check Image meets all standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

4.7.4.6. You will retain each Check in a secure location for a reasonable period of time, but in no event fewer than 30 days after such Check has been converted to a Check Image and transmitted to us. At the end of such retention period, you shall destroy the Check using commercially reasonably procedures. During the time that you are required to retain the Check, you will promptly provide any retained Check (or, if the Check is no longer in existence, a copy of an Original Check that accurately represents all of the information on the front and back of the original Check as of the time the original Check was truncated or is otherwise sufficient) to determine whether or not a claim is valid to the Bank, as requested, to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

4.7.4.7. You will retain all information relating to Check Images, including without limitation computerized information, for no less than 30 days. In the event of lost, mistaken, incomplete or unusable Check Images, or in the event of claims of fraud, alteration, counterfeit or otherwise, you agree to cooperate fully with us in providing information, including access to such records.

4.7.4.8. During the period that you maintain the Checks, you understand and agree that you must use a high degree of care to protect these Checks against security risks (i.e., maintain these Checks in a secure or protected location). These risks include, without limitation, (a) theft or reproduction of the Checks (including by employees) for purposes of presentment for deposit of these Checks (i.e., after the Checks have already been presented for deposit via the Imaged Deposits Service) and (b) unauthorized use of information derived from the Checks, including, but not limited to, confidential information and nonpublic personal information, as defined in 12 C.F.R. Part 573, as it may be amended from time to time. When you destroy and dispose of the Checks pursuant to the requirements for this Imaged Deposits Service, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the Checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).

4.7.4.9. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit any Check that has already been presented for deposit to us or any other institution, whether that Check was presented as an Original Check or a Substitute Check, and whether that Check was deposited in person, by mail, by remote deposit or any other means. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold us and our agents harmless from and against all Losses arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or Original Check.

4.7.4.10. You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors within the time periods established in your Account Agreement (exclusive of weekends and applicable holidays). If notified within such period, we shall correct and resubmit all erroneous files and other data at our then standard charges, or at no charge, if the erroneous data directly resulted from our error.

4.7.4.11. If a Check Image is sent to us using your Access Code and password, we may deem it as having been sent by you and you shall be liable for that Check Image even if you did not authorize the sending of that Check Image. If a Check Image is sent to us by you, or was authorized by you to be sent to us, you shall be liable under this Account Agreement for that Check Image even if it was not sent using your Access Code and password, including Check Images transmitted through TPSP.

4.7.4.12. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Imaged Deposits Service or disclosure of any confidential information or instructions of yours by your employees, agents, TPSP or other third parties.

4.7.4.13. You agree to promptly consent to any agreement, and to provide to us any certifications or re-certifications, that we request regarding the use of this Imaged Deposits Service.

4.7.4.14. You agree that, in the event you are not able to capture, balance, process, produce or transmit a Check Image to us, or otherwise comply with the terms hereof, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will deliver originals of all Checks to us and deposit original Checks with us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of the inability to use the Imaged Deposits Service. The delivery and deposit of original Checks to us shall be governed by the terms and conditions of the Account Agreement and not by the terms of the Imaged Deposits Service. Notwithstanding the foregoing, and to the extent applicable, the warranties provided here shall apply to the delivery and deposit of original Checks.

4.7.4.15. Unless otherwise agreed in writing by us, in our sole discretion, you understand and agree that you are solely responsible for obtaining and properly maintaining all equipment and systems necessary to use the Imaged Deposits Service. We shall not be liable to you, in any manner whatsoever, for any type of errors, losses, damages or other claims related to your failure to obtain and/or maintain all necessary equipment and systems.

4.7.5. Representations and Warranties

4.7.5.1. You represent and warrant that with respect to each Check processed by you hereunder and the corresponding Check Image: (a) neither you nor any of your employees or agents has altered the Check or the Check Image; (b) you have not and will not present, negotiate or transfer the Check Image or the Check to any other institution or person for payment, collection, or negotiation; (c) the Check Image is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time you converted the Check to a Check Image; (d) the Check Image contains all endorsements of all parties transferring or negotiating the Item before you receive it and each Check is properly payable to you and no other person; (e) you have sent us only one Check Image for any single Check and will not send us any other Check Image for that same Check; (f) you will not present any Check for collection or payment, or otherwise negotiate the Check, after the Check has been presented as a Check Image; (g) you will destroy the original Check promptly after the 30th day you send the corresponding Check Image to us or within such other period as required by us and communicated to you in writing; (h) no person except as authorized by you has had access to the scanner or has transmitted or altered any Check or Check Image; (i) you have restrictively endorsed all Items transmitted to us as “For Online Deposit Only at EverBank,” or as otherwise instructed by us; and (j) you have no reason to suspect that a Check is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn.

4.7.5.2. With respect to each Check and corresponding Check Image, you make to us all transfer and presentment warranties made under applicable law and the Account Agreement. If you capture a digital image of a previously truncated and reconverted Substitute Check for processing, you shall ensure that such Substitute Check meets the requirements for legal equivalency under Regulation CC, as amended from time to time, and that the identifications of previous truncating and reconverting bank(s) (as such terms are defined in Regulation CC) are preserved.

4.7.5.3. Because you are performing the function of converting Original Checks to Check Images which may become Substitute Checks you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to the Reconverting Bank and Truncating Bank, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an Original Check that allows for the creation of a Substitute Check that clearly and accurately represents the information on the front and back of the Original Check. We and our service providers may, but shall have no obligation, to screen Items or Substitute Checks for legal compliance.

4.7.6. Imaged Deposit Certifications

Each time that you use the Imaged Deposits Service, you agree that you are representing, warranting, and certifying to us the following:

4.7.6.1. Device Security Certifications.

4.7.6.1.1. That, (a) any computer or Mobile Device used by the Company for these Imaged Deposits Services uses a reliable computer virus detection product in order to detect and remove any computer viruses, spyware, malware or similar device, and (b) the Company will immediately notify EverBank if for any reason the Company believes the confidentiality of information, or the security of any computer used to access these Imaged Deposit Services has been or may have been breached.

4.7.6.1.2. If the Company uses Mobile Check Deposit, security precautions are in place to limit access to the Mobile Device(s) used, which may include an access code to unlock the device prior to use.

4.7.6.1.3. If we made arrangements with you to provide, or facilitated the installation of, a scanner, then, without our prior written consent, you have not used that scanner at any physical location other than at the physical location where we provided it to you, or facilitated the installation thereof.

4.7.6.2. General Security Certifications.

4.7.6.2.1. That the Company has established and maintains procedures to safeguard against unauthorized deposits transmissions, and that the Company has taken appropriate steps to maintain the confidentiality of passwords, codes and system access.

The purpose of these procedures and steps is to ensure the following:

- Checks deposited via image are deposited only one time;
- Checks are held in a secure location after imaging and transmission to EverBank until the Checks are destroyed as provided herein; and
- Separation of duties are in place within the Company process and procedures where feasible.

4.7.6.2.2. That the Company maintains the confidentiality of all user logins, IDs, passwords, or codes for accessing and using the Imaged Deposits Service(s).

4.7.6.2.3. That existing and new employees of the Company are trained by the Company in regard to policies, procedures, and obligations associated with the use of the Imaged Deposits Service.

4.7.6.2.4. That the Company maintains contingency plans for making deposits if the Imaged Deposits Service is not available. Such contingency plans may include, but are not limited to, delivering Check deposit(s) to the Company's EverBank account by one of the following: (1) in person, at an EverBank financial center, (2) U.S. Mail; or (3) overnight delivery.

4.7.6.3. Physical Security of Original Checks Certifications.

4.7.6.3.1. That the Company does and will securely store all original Items for a period of 30 days after the deposit date and that the Company takes appropriate security measures to ensure only authorized personnel shall have access to the original Item, and to ensure the information contained on the Item shall not be disclosed to unauthorized persons.

4.7.6.3.2. That until such time as the original Item is destroyed as provided below, Company will provide to EverBank within five (5) Business Days, any retained Item upon request, to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item or for any other legal purpose.

4.7.6.3.3. That original Items, once scanned for deposit, are not available to be deposited or negotiated in any form and that if a deposited Item is returned for any reason, the scanned and deposited Item replaces the original Item for all purposes and can be scanned for deposit only one time.

4.7.6.3.4. That the Company does and shall destroy the original Item upon the expiration of the retention period specified herein, using commercially reasonable destruction methods, which may include, without limitation, shredding the original Item(s) in such a manner that information contained cannot be read or reconstructed.

4.7.6.4. Notification and Responsibility for Errors Certifications.

4.7.6.4.1. That the Company will verify all account transactions and will reconcile any out-of-balance condition, and that the Company will promptly notify EverBank of any errors in the foregoing within the time periods established and in the manner specified herein.

4.7.6.4.2. That the Company assumes full responsibility for the consequences of any errors and any misuse or unauthorized use of or access to the Imaged Deposits Service or disclosure of any confidential information or instructions of the Company's by its employees, agents, third-party processors, or other third parties.

4.8. Online Banking Bill Pay Service

The Online Banking Bill Pay Service allows you to provide us with the names and account information of persons or entities to whom you wish us to direct payment. By using the Online Banking Bill Pay Service, you authorize us to follow the payment instructions that you enter through the Online Banking Bill Pay Service.

Please note that payment of taxes or court-ordered payments through the Online Banking Bill Pay Service is prohibited.

4.8.1. Processing Of Payment Requests/Recommended Timing

When you provide us with payment instructions, you authorize us to charge your designated Treasury Account and remit funds on your behalf on the Send Date. Subject to the following paragraphs, we will charge your Treasury Account and send the funds to your designated payee on the Send Date. We recommend that you schedule the Send Date for your requested payment to be at least five (5) Business Days before the actual due date of the payment. Because of the possibility for delays in processing or posting of your payment, we do not recommend that you schedule for payments to be received by your designated payee on the due date or at the end of a grace period.

In order for us to be able to send your payment on your selected Send Date, your selected Send Date must be at least one Business Day after the Business Day on which we receive your request, as explained in this paragraph. If your request for a payment is received by us before the Cut-Off Time, we will process your payment request on that same Business Day, and we will withdraw the necessary funds from your Treasury Account and send your payment to your designated payee on the next Business Day that is your requested Send Date. If your request for a payment is received by us on a day other than a Business Day, or it is received by us after the Cut-Off Time on a Business Day, we will process your payment request on the next Business Day, and withdraw the necessary funds from your Treasury Account and send the payment to your designated payee on the later of (a) your selected Send Date or (b) two Business Days after you made your request to us. Some payees are unable to accept electronic payments. For those payees, we will mail a Check to the payee. After we have sent the payment, the payee typically will receive the payment in three (3) Business Days if the payment is sent electronically or five (5) Business Days if the payment is sent via Check. If you properly follow the procedures to access your Treasury Account, and we fail to send a payment on your designated Send Date, we will bear responsibility for the late charges (up to a maximum of $50 per payment or transaction), subject to the seven exceptions listed below. In any other event, including, but not limited to, your choosing a Send Date too close to your payment due date to allow for receipt of your payment by your payee, the responsibility for paying any and all late charges or penalties imposed by your payee shall be borne by you.

We will not be responsible for payments sent to your designated payee after your requested Send Date if you fail to provide us with adequate time to process your request, as described above. In addition, we will not be liable to you or to anyone else if your requested transactions cannot be completed on the day you designated, if the delay is caused by circumstances beyond our control that prevent us from processing your transaction on the requested date. Such circumstances could include, without limit, a computer or power failure, fire, or flood. In addition, delays in handling and posting of payments by your designated payee may delay your transactions.

We will use reasonable efforts to complete all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through us because of the existence of one or more of the following circumstances:

1. your Treasury Account does not contain sufficient funds to complete the payment. Payments are based on available funds per our Funds Availability Disclosure;
2. you know or have been advised by us not to use the payment system due to temporary malfunction;
3. the merchant or other payee mishandles or delays a payment sent by us;
4. you have not provided us with the correct names or account information for those persons (or entities) to whom you wish to direct payment. We shall incur no liability for payments made improperly, or for payments we do not make, if you have provided us with incorrect information (even if the information you did provide was a close approximation of the correct information);
5. circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to void those circumstances;
6. you instruct us to make a payment of taxes or court-ordered payments. As noted above, we cannot make these types of payments; or
7. you schedule your payment date to be during the grace period for that merchant/payee.

We will not be responsible for any late fees associated with payments that you have scheduled to be made after the due date on the bill. This is the case even if the vendor allows a grace period. You may schedule payments during the grace period, but any late charges associated with payments scheduled as such will be your responsibility, regardless of the cause of the late payment.

If we cause an incorrect amount of funds to be removed from your Treasury Account or cause funds from your Treasury Account to be directed to a person (or entity) who does not comply with your payment instructions and none of the above seven exceptions apply, we will return the improperly transferred funds to your Treasury Account.

4.8.2. Charges and Fees

Refer to the Deposit Account Fee Schedule or Services Documentation for charges and fees associated with the Bill Pay Service.

4.8.3. Insufficient Funds

If you have instructed us to make a payment for which there are insufficient available funds in your designated Treasury Account, we have no obligation to make the payment.

4.8.4. Bill Payment Service Limitations

4.8.4.1. Merchant or Payee Limitations. We reserve the right to refuse to pay any person (or entity) to whom you may direct a payment. We are obligated to notify you promptly if we decide to refuse to pay a person (or entity) designated by you. This notification is not required if you attempt to pay taxes or court-ordered payments, which you are prohibited from doing using this Service.

4.8.4.2. Dollar Limits. For security, risk management, or other purposes, we may limit the amount of a single payment or aggregate totals, including on daily, monthly, or other basis.

4.8.5. Bill Delivery and Presentment (also known as "eBills")

With the eBills Service your bills from certain service providers are presented to you electronically as part of your Online Banking Bill Pay Service. This feature is for the presentment of eBills only. It remains your sole responsibility to contact your service provider directly if you do not receive your statements or do not receive your statements on time.

4.8.5.1. Information Provided to the Service Provider. eBills is unable to update or change your personal information, such as, but not limited to, name, address, phone numbers, and email addresses, with the service provider. Any changes will need to be made by contacting the service provider directly. Additionally, it is your responsibility to maintain all usernames and passwords for all service provider sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the service provider, provide to the service provider your email address, service address, or other data specifically requested by the service provider at the time of activating the eBill for that service provider.

4.8.5.2. Activation. Upon activation of eBills, we may notify the service provider of your request to receive electronic billing information. The time for the presentment of your first eBill may vary by service provider and may take up to 60 days.
Additionally, your ability to receive a paper copy of your statement(s) in addition to your eBill is at the sole discretion of the service provider. While your eBill feature is being activated and afterward, it is your sole responsibility to keep your accounts current. Each service provider reserves the right to accept or deny your request to receive eBills.

4.8.5.3. Authorization to Obtain Bill Data. Your activation of eBills for a service provider shall be deemed by us to be your authorization for us to obtain bill data from the service provider on your behalf. For some service providers, you will be asked to provide us with your Username and password for that service provider. By providing us with such information, you authorize us to use the information to obtain your bill data.

4.8.5.4. Notification. We will use our best efforts to present all of your eBills promptly. In addition to notification within our Online Banking Bill Pay Service, we may send an unencrypted email notification regarding the availability of the bill to the email address listed for your designated Treasury Account. It is your sole responsibility to ensure that we have a current and accurate email address for you. You may opt out of these email notifications by contacting the client solutions team. Regardless of whether you receive any notification, it is your responsibility to periodically log in to the Online Banking Bill Pay Service and check for the delivery of new eBills. The time for notification may vary by service provider. You have the sole responsibility for ensuring timely payment of all bills.

4.8.5.5. Cancellation of eBill Notification. The service provider reserves the right to cancel the presentment of eBills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary by service provider. It may take up to 60 days, depending on the billing cycle of each service provider. We will notify your service provider(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting any eBills that are already in process at the time of cancellation.

4.8.5.6. Non-Delivery of eBill(s). You agree to hold us harmless should the service provider fail to deliver your statement(s) timely. You have the sole responsibility for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the service provider directly.

4.8.5.7. Accuracy and Dispute of eBill. We are not responsible for the accuracy of your eBill(s). We are only responsible for presenting the information we receive from the service provider. Any discrepancies or disputes regarding the accuracy of your eBill summary or detail must be addressed with the service provider directly.

4.8.5.8. Your Obligations to Your Service Providers. The terms of the Online Banking Bill Pay Service do not alter your liability or obligations that currently exist between you and your service providers.

4.9. Positive Pay Service

The Positive Pay Service allows you to authorize or confirm the payment or return of certain Checks presented for payment against your Treasury Account(s). The Positive Pay Service(s) can be used to help identify fraudulent or otherwise unauthorized Items attempting to clear your Treasury Account(s). The options and features available for the Positive Pay Service are described in the applicable Services Documentation. The Services Documentation will require that you select a default decision under each Positive Pay Service that you select and will indicate the date on which the Positive Pay Service will be implemented, which will be the date that you will be responsible for complying with the terms and conditions described herein and in the Services Documentation. Until such date, the terms and conditions for any other service related to the payment or return of Items, including, but not limited to, another Positive Pay Service, will remain in full force and effect, including your responsibilities thereunder.

We will not be required to pay any Item presented against your Treasury Account if the Treasury Account does not have sufficient available funds to pay the Item.

4.9.1. The Positive Pay Check Service

There are three Positive Pay Check Service options:

1. **“Check Positive Pay”**: You will upload a Check Issue File to the Business Online Banking Platform on a regular and timely basis, and as soon as practical, after the last Check Issue File that you uploaded. The Check Issue File for the Check Positive Pay Service must include the following elements: check number, account number, issue date, and dollar amount. The Check Issue File shall establish the Check Rules. Checks that are presented against the designated Treasury Account(s) to us for payment but that do not precisely match the required elements that are on your Check Issue File, or are not included in your Check Issue File, will be an Exception.
2. **“Check Payee Positive Pay”**: You will upload to the Business Online Banking Platform on a regular and timely basis, and as soon as practical, Check Issue Files that include payee information. The Check Issue File for the Check Payee Positive Pay Service must include the following elements: check number, account number, issue date, dollar amount, and the payee name. The Check Issue File shall establish the Check Rules. Checks that are presented against the Treasury Account(s) to us for payment but that do not precisely match the required elements that are on your Check Issue File, or are not included in your Check Issue File, will be an Exception.
3. **“Check Reverse Positive Pay”**: All Checks that are presented against the Treasury Account(s) to us will be considered an Exception.

4.9.2. Default Decisions

We highly recommend that you select a default decision of “return” for all Exceptions; however, you may elect, in your discretion and at your own risk, to select a default decision of “pay” for all Exceptions, and if you do so, you waive any claims against EverBank for any Losses you may experience as a result of the payment of any Exception. If you use a combination of Check Positive Pay and Check Payee Positive Pay, the default decision must be the same.

4.9.3. Check Rules; Exceptions; Pay/Return Decisions

4.9.3.1. Once a Positive Pay Service has been established, you agree to: (a) designate an Authorized Representative(s) to access the Positive Pay Service through the Business Online Banking Platform, (b) identify and define the Rules, (c) set up alerts about Exceptions for each Positive Pay Service, and (d) access the Positive Pay Service each Business Day through the Business Online Banking Platform during the applicable Review Time to review Exceptions. You must submit a pay or return decision on each Exception prior to the applicable Cut-Off Time described in the Services Documentation. If you fail to review Exceptions or submit pay or return decisions prior to the applicable Cut-Off Time or if you do not determine Check Rules, then Checks will be paid or returned in accordance with the then-existing default decision, and we shall not be responsible or liable for anything that may result from paying or returning any Item in accordance with the then-existing default decision.

4.9.3.2. Check Rules will be compared against Items presented for payment. All Exceptions will require a pay or return decision. As to a Check Rule, note the following:

- Any Item that is presented as an Exception will require a pay or return decision, even if a Check was intended to pre-authorize such Items; and
- Any Item that meets any Check Rule that has been defined will be considered a pre-authorized Item and will be automatically paid, even if a Check Rule was not intended to pre-authorize such Item.

4.9.3.3. The Review Time and Cut-Off Time for each Positive Pay Service may be changed in our discretion, and we will provide notice to you of any such change. Please note that the Review Times and the Cut-Off Times may be different for the different Positive Pay Services, and you are responsible for meeting the applicable Cut-Off Time for each Positive Pay Service.

4.9.3.4. Once a pay or return decision has been made, we will process the Item according to your instructions. You agree that if you select a default decision of return and you do not use the Positive Pay Service to provide instructions to pay an Exception, your inaction will constitute an affirmative instruction to us to return the Item.

4.9.3.5. We may, in our sole and absolute discretion, set up for you and/or require you to set up alerts for each Treasury Service and for each Positive Pay Service. In addition, each Authorized Representative may set up additional alerts for each Treasury Account and each Positive Pay Service. Alerts will be sent via email to the Authorized Representative prior to the Review Time. It is your sole responsibility to ensure that we have a current and accurate email address for you. Without regard to any alerts that we may have set up for you, that we may have required you to set up, or that you may have set up, all Exceptions will be presented for a return or pay decision on the Business Online Banking Platform during the applicable Review Time, and we are under no obligation to provide you any additional notifications regarding such Exceptions or the applicable Review Time.

4.9.3.6. We may, in our sole and absolute discretion, require you to accept and implement a Positive Pay Service, a particular option for a Positive Pay Service, and/or specific Check Rules if we believe, in our good faith judgment, based on your Check activity and other relevant factors, that such Positive Pay Service, Positive Pay Service option, and/or Check Rules are necessary to protect us, you, or both of us, from a potential loss or fraud. However, we are under no obligation to do so.

4.9.4. Provisional Payments

Notwithstanding the Check Rules you set-up, you agree to comply with the Rules for all

Entries. Under the Rules, credit Entries are provisional and may be revoked prior to final settlement. If a credit Entry is revoked for any reason, including because of an Entry Rule, before final settlement and we do not receive final settlement, we may charge your Treasury Account for any amount credited. The person who sent the credit Entry is considered not to have paid you. If this happens, we do not send a separate notice; we notify you of these credits and charges on your Treasury Account statement.

4.9.5. Security Procedure

4.9.5.1. Company and EverBank shall comply with the requirements described in the "Security Procedures" section above, in this section, and in the Services Documentation related to this Positive Pay Service (collectively, the "Positive Pay Security Procedure"). Company acknowledges that the purpose of the Positive Pay Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between EverBank and Company. You and we shall comply with the Positive Pay Security Procedure with respect to the Positive Pay Services. **We highly recommend implementation of dual approval/controls for the Positive Pay Service.** If you do not implement dual approval/controls for this Positive Pay Service, you agree that you have assumed the risk of any Loss and you waive any claims against EverBank for any such Loss.

4.9.5.2. Your Authorized Representatives will access a Positive Pay Service through the Business Online Banking Platform by utilizing the prearranged log on procedures. You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized access to the Business Online Banking Platform and to the Positive Pay Service.

4.9.5.3. You warrant that no individual will be allowed to set-up Entry Rules, Check Rules, or filters, or make decisions on Exceptions in the absence of proper supervision and safeguards, and all Authorized Representatives will comply with the Positive Pay Security Procedure.

4.9.6. Your Acknowledgments

4.9.6.1. You acknowledge and authorize us to return or to pay any Item in accordance with (a) the instructions you provide to us through the Business Online Banking Platform and/or (b) the current default procedure.

4.9.6.2. You acknowledge that we will have no liability for payment of an Item that is unauthorized or fraudulent if any of the following occur:

- the Item was included as an Exception, you selected a default decision to "pay" Items, and you did not timely instruct us to return the Item,
- the Item was included as an Exception and you select to "pay" the Item,
- the Item was not included as an Exception for any reason, including but not limited, the Item satisfying an Entry Rule, Check Rule, and/or filter, even if an Entry Rule, Check Rule, and/or filter was not intended to pre-authorize Item but, in fact, did so for any reason, or
- the Item was presented to us during a time that we were experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond our reasonable control that interfered with the functioning of the Positive Pay Service.

4.9.6.3. You acknowledge that the Positive Pay Services do not preclude our standard Item processing procedures, which may cause an Item to be returned even if your instructions or the default procedure does not otherwise direct us to return such Item.

4.9.6.4. You acknowledge that you are solely responsible for ensuring the completeness and accuracy of each Check Issue File. By transmitting a Check Issue File to us, you expressly warrant that all presented Checks that match the information in the Check Issue File are properly payable, and you acknowledge that we are not responsible for detecting any error contained in any Check Issue File.

4.9.6.5. You acknowledge that the Positive Pay Services are intended to be used to identify and return Items that you suspect in good faith to be fraudulent or otherwise unauthorized. The Positive Pay Services are not intended to be used as a substitute for authorization instructions, delaying your pay or return decisions on Exceptions, including and not limited to stop payment orders on Items that you do not suspect in good faith to be unauthorized. If we suspect or deem, in our sole and absolute discretion, that you are using a Positive Pay Service contrary to those intentions, we may require you to provide evidence to us that Items we return pursuant to your instructions were in fact unauthorized. In addition, we may hold you liable for any Loss we sustain on any Item that you have instructed us to return and that you do not reasonably establish as an unauthorized Item.

4.9.6.6. You acknowledge that (a) you are solely responsible for meeting your obligations in connection with the Positive Pay Services on each Business Day and (b) EverBank has no obligation or responsibility to (1) contact you regarding any Exception (except with respect to any Alerts you may set up) or your failure to correctly use the Positive Pay Services on each Business Day or (2) assist you in making any pay or return decision if you are unable, for any reason, to make those decisions. We recommend that you have policies and procedures in place to ensure that you have sufficient Authorized Representatives available on each Business Day to meet your obligations in connections with the Positive Pay Services.

4.9.6.7. You acknowledge that if you do not use the Positive Pay Service properly, fail to meet the Cut-Off Time for making return or pay decisions, or incorrectly define any Entry Rule, Check Rule, or filter, as between you and us, you will bear the full loss for Items paid or returned by us, in good faith.

4.9.6.8. You acknowledge that in the event that a Positive Pay Service is unavailable for any reason or we are required to utilize our business continuity procedures, we will, if feasible, apply the default procedure that you have selected, and as between you and us, you will bear the full loss for Items paid or returned by us in accordance with the default procedure.

4.9.7. Disputes; Limitations of Liability; Indemnification

4.9.7.1. You acknowledge that the return of a Check may be subject to dispute. In the event of such a dispute, we must act according to applicable laws, and regulations. You hereby indemnify and hold us, our officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to your use of this Positive Pay Service and the actions we take in compliance with laws and regulations.

4.9.7.2. If the identifying information in a Check Issue File is inconsistent or is described inconsistently, you shall hold us harmless for paying a Check and any dispute related to such a Check shall be between you and the payee of the Check.

4.9.7.3. Our liability to you for any Check erroneously paid by us in breach of any Check Rule that we have accepted ("Wrongful Honor") shall be limited to the lesser of the amount of the erroneously paid Check or your actual damages resulting from our payment of the that Check. We retain the right to assert the defense that you have sustained no actual damages because the Wrongful Honor discharged for value an indebtedness of yours. We also retain the right to assert your failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of our rights under the UCC. Our liability for wrongful dishonor of a Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that we shall have no liability to you for wrongful dishonor when we, acting in good faith, return a Check: (i) that we reasonably believed was not properly payable; or (ii) if we are required to do so by the service of legal process on us or the instructions of regulatory or government authorities or courts. You agree that we exercise ordinary care whenever we pay or return a Check consistent with the provisions of the Check Rules you have provided.

4.10. Secure File Transfer Service

The Secure File Transfer ("SFTP") Service allows you to send files to us, upload files for us to retrieve, retrieve files we have uploaded for you, and/or for us to send files to you, through a secure file transfer protocol that has been set up specifically for this purpose.

4.10.1. Each time you access or use this SFTP Service, you accept all risks of Loss for any erroneous or fraudulent files that are sent or uploaded.

4.10.2. For purposes of calculating any limits, whether bank-enforced daily limits or otherwise (for example, ACH or wire limits), the information in the files sent or uploaded using the SFTP Service will be aggregated with any other like Items initiated by you on a given day. In addition, if Entries are sent or uploaded, we will enforce the use of appropriate SEC Codes. However, you agree that you are solely responsible for enforcing any internal limits or controls associated with any particular User, including, without limitation, the creation, approval, distribution, uploading, or other modification or dissemination, of any file, and that we have no obligation, responsibility, or liability associated with your internal limits or controls. The bank-enforced daily limits, including, without limitation, SEC Codes restrictions, wire or ACH transfer limits, as applicable, and your internal limits constitute Security Control elements of the Security Procedure for the SFTP Service.

4.10.3. Representations and Warranties
The following representations and warranties are in addition to those provided in the Booklet or any other Services Documentation, and you understand that we are relying on the truth, accuracy, and completeness of your representations and warranties as a condition to providing you the SFTP Service.

Each time you access or use the SFTP Service, you represent and warrant to us the following:

a. The Company has implemented internal policies, procedures, and controls that it has deemed sufficient to mitigate the risk that erroneous or fraudulent files may be sent or uploaded and that the Bank has no responsibility to review the adequacy or sufficiency of the Company's internal policies, procedures, or controls;

b. The risk of Loss associated with the use of the SFTP Service is solely the Company's, and the Company accepts such risk of Loss;

c. The Company understands that the Company's indemnification obligations described in the Booklet shall apply to any Losses resulting from the use of the SFTP Service;

d. The information contained in the Services Documentation provided to you in connection with this SFTP Service is true accurate, and complete, and constitutes Services Documentation;

e. The Company understands and agrees that it must notify the Bank if information contained in any Services Documentation becomes, untrue, inaccurate, or incomplete;

f. The internal controls and limits described in the Services Documentation are true, accurate, and complete and constitute important Security Control elements of the Security Procedure for the SFTP Service, and the Company will notify the Bank if the Company's internal controls or limits are changed;

g. The Security Procedure, as may be modified, for the SFTP Service is commercially reasonable, and the Company will follow the Security Procedure before sending or uploading any files using the SFTP Service; and

h. That the Company understands and accepts the bank-enforced daily limits and any internal User service limits, and that the Company accepts all risks associated with the settings that you, or any Administrator, select for the SFTP Service, whether bank-enforced or internal.

4.10.4. Security Procedures
When you enroll in the SFTP Service, you will select the type of approval/controls for the SFTP Service, and such approval/controls method constitutes a Security Control element of your Security Procedures related to the SFTP Service. **We highly recommend the implementation of at least dual approval/controls for this SFTP Service.** Dual approval/controls requires that at least two separate individuals or logins are needed before the Company sends, uploads, receives, or retrieves a file using the SFTP Service. The other approval methods provide less security, and it is for that reason that we highly recommend at least dual approval/controls. You agree that you are solely responsible for selecting the approval/controls method, and if you select at least dual approval/controls per our recommendation, that constitutes a commercially reasonable Security Procedure; however, if you do not select at least dual approval/control, you acknowledge and agree that the Company is aware of and accepts the risks for Loss, and the Company further agrees to waive any claims against EverBank for any such Loss resulting from fraudulent or unauthorized access to the SFTP Service. You agree to be bound by any instructions we receive through the SFTP Service, whether authorized or unauthorized, unless you have given us prior notice of possible unauthorized use or access to the SFTP Service, and we had a reasonable opportunity to act on such notice.

4.11. Sweep Service

The Sweep Service permits you to link certain accounts and/or lines of credit that you have with us and to transfer funds among those accounts and/or lines of credit, as requested by you in the applicable Services Documentation. By using a Sweep Service, you authorize and direct us, without further instructions from you, to automatically transfer funds to/from your accounts and/or lines of credit, as necessary, to fulfill the requests you have provided in the applicable Services Documentation.

4.11.1. Commercial Loan Sweep Service
The Commercial Loan Sweep Service permits you to link your designated Treasury Account to your Line of Credit with us to allow available funds in your Treasury Account to be used to pay down loan advances under the Line of Credit, and to allow available funds from the Line of Credit to be applied to debits and other withdrawals made from your Treasury Account to ensure your Treasury Account is maintained at a certain Target Balance. You are responsible for establishing this Target Balance in the applicable Services Documentation.

4.11.1.1. Transfers. You hereby irrevocably authorize and direct us, for so long as you are using the Commercial Loan Sweep Service, to conduct the following:

1. On each Business Day when there is an outstanding balance on the Line of Credit and if, after all debits and credits have been processed for your Treasury Account, the available balance in your Treasury Account exceeds your Target Balance, we will Sweep from the Treasury Account, as a payment to the Line of Credit, an amount equal to the lesser of either (a) the amount by which available balance in your

Treasury Account exceeds the Target Balance of your Treasury Account; or (b) the outstanding balance of the Line of Credit.

2. On each Business Day, if, after all debits and credits have been processed for your Treasury Account, the available balance in your Treasury Account is less than your Target Balance, we shall make an Advance from the Line of Credit (to the extent of any credit availability) in an amount so that your Treasury Account balance equals the Target Balance.

4.11.1.2. Sufficient Funds Required. We will make payments to the Line of Credit only if sufficient available and collected funds are available in your Treasury Account, and we will make transfers from the Line of Credit only if there is available credit in the Line of Credit consistent with the credit limit for the Line of Credit and if Advances are permitted in accordance with the Loan Documents. It is your responsibility to maintain sufficient funds in your Treasury Account or maintain sufficient available credit under the Line of Credit. If at any time an Advance cannot be made under the Line of Credit and available funds in the Treasury Account are insufficient to pay Checks, debits or other withdrawals as presented, we may dishonor Items as described in the Account Agreement.

4.11.1.3. Loan Documents. The Loan Documents shall remain in full force and effect, subject to the terms of such Loan Documents. The use of the Commercial Loan Sweep Service does not alter, amend, or modify any of the Loan Documents, and instead reflects a continuing written request from you for EverBank to make Advances under the Line of Credit and to apply available funds to pay down any outstanding loan balance under the Line of Credit as provided in the Account Agreement. You affirm that you are authorized to request Advances as provided in the Loan Documents.

4.11.2. Zero/Target Balance Account Service

The Zero/Target Balance Account Service provides a processing arrangement whereby the balance in one or more designated Sub-Accounts in your name is maintained at a certain Target Balance. You are responsible for establishing this Target Balance in the applicable Services Documentation, and it can be $0. We then transfer funds each Business Day to or from the Sub-Account(s) to or from a designated Master Account to achieve your Target Balance(s).

4.11.2.1. Transfers. On each Business Day, after all debits and credits have been processed for the Sub-Accounts in accordance with our standard procedures, we will make transfers between the Sub-Accounts and the Master Account based upon the amount necessary to maintain the Sub-Accounts at the Target Balance.

4.11.2.2. Sufficient Funds Required. We will make transfers to Sub-Accounts from the Master Account only if sufficient Collected and Available Funds are available in the Master Account. It is your responsibility to maintain sufficient funds in the Master Account. If on any Business Day there are not sufficient Collected and Available Funds in the Master Account to allow us to make a transfer to a Sub-Account to meet your selected Target Balance, we will not transfer any funds to a Sub-Account on that Business Day. If at any time Collected and Available Funds in the Master and/or Sub-Accounts are insufficient to pay Checks, debits or other withdrawals as presented, we may dishonor Items as described in your Account Agreement.

4.11.2.3. Designating Accounts and the Target Balance. The designation of the Master Account and Sub-Accounts, as well as the Target Balance, shall be established from time to time as agreed between you and us in the applicable Services Documentation.

4.12. Wire Transfer Service

The Wire Transfer Service(s) allows you to wire funds from your designated Treasury Account to any account held at a domestic financial institution or to an account held at certain foreign institutions. The Wire Transfer terms described above apply to wire transfers and wire transfer requests initiated through the Wire Transfer Service, and the following terms and conditions supplement the Wire Transfer terms in this Booklet. In the event of a conflict, the specific terms in this Wire Transfer Service section shall control, but only to the extent necessary to resolve the conflict.

4.12.1. Compliance with Security Procedure

4.12.1.1. In addition to the requirements describe in the Wire Transfer terms and in the "Security Procedures" section above, Company agrees that the requirements described in this section, and in any Services Documentation apply to wire transfers and wire transfer requests made through the Wire Transfer Service. The Services Documentation shall describe the Security Controls that you have selected and that we have implemented at your direction. Collectively, such requirements and Security Controls constitute the Wire Transfer Security Procedure. The Company agrees that the Wire Transfer Security Procedure is commercially reasonable.

4.12.1.2. Company acknowledges that the purpose of the Wire Transfer Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of a wire transfer request. No security procedure for the detection of any such error has been agreed upon between EverBank and Company. You and we shall comply with the Wire Transfer Security Procedure with respect to the Wire Transfer Services.

4.12.1.3. We highly recommend implementation of dual approval/controls for the Wire Transfer Service. If you do not implement dual approval/controls as a Security Control for this Wire Transfer Service, you agree that you have assumed the risk of any Loss for any wire transfer submitted through the Wire Transfer Service and you waive any claims against EverBank for any such Loss.

5.0. Specific Terms—Business And Non-Personal Deposit Accounts

This Specific Terms portion of the Account Agreement contains information about EverBank Business Deposit Accounts and EverBank Non-Personal Deposit Accounts.

5.1. Specific Terms For Business & Non-Personal Deposit Accounts

5.1.1. Business Analysis Checking and EverBank Analysis Checking Accounts

5.1.1.1. Interest Rate Information. These accounts do not earn interest.

5.1.1.2. Balance Computation Method. The monthly earnings credit is calculated by applying the earnings credit rate to the investable balance in your account. The investable balance is based on the average collected balance minus the applicable reserve requirement. The average collected balance is calculated by subtracting average float from the average ledger balance in the account. The earnings credit rate is determined by the Bank and is subject to change at the Bank's discretion. You pay a service charge when your fees exceed your earnings allowance in a given month. For the current earnings credit rate visit our website or you may call the client solutions team (contact information is listed at the end of the Booklet).

5.1.1.3. Uncollected Funds Charge. You will be charged for any negative collected balance in the account at an annual rate equal to EverBank's Prime Lending Rate plus 2%, not to exceed 18%. Each change in the rate charged will become effective without notice to you on the effective date of each change in the EverBank Prime Lending Rate.

5.1.1.4. Minimum Balance Requirements. Minimum balances are required to open these accounts; however, there are no monthly minimum balances required for these accounts. Refer to the Deposit Account Fee Schedule for minimum requirements and fees specific to your accounts.

5.1.1.5. Fees And Earnings Credit. Total analysis fees and charges, as set forth in the Deposit Account Fee Schedule, will be calculated monthly and may be reduced by a discretionary earnings credit calculated using the average daily collected balance less the reserve requirement of this account. The earnings credit will begin to accrue on non-cash items when items are collected.

5.1.1.6. Statements. Statements will be available to you monthly.

5.1.2. Business Checking and EverBank Business Checking Accounts

5.1.2.1. Interest Rate Information. These accounts do not earn interest.

5.1.2.2. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule to see minimum balance requirements for opening and maintaining these accounts and for fees specific to these accounts. If the account requires a minimum balance, it will be calculated based on the average daily balance. 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.

5.1.2.3. Fees. Refer to the Deposit Account Fee Schedule.

5.1.2.4. Statements. Statements will be available to you monthly.

5.1.3. Business Interest Checking Account

5.1.3.1. Rate Sheets. You will receive a rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time. The annual percentage yield (APY), interest rate and related information for your account are disclosed in that rate sheet.

5.1.3.2. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Business Interest Checking account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

5.1.3.3. Interest Rate Information. This is a tiered, variable rate account. The interest rate, annual percentage yield (APY), and tiers may change at any time without notice. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your account at the time it was opened. The ending daily collected balance of your account will determine the interest rate tier that applies to your account each day. We reserve the right to establish interest rates and APYs according to banking channel, geographical location, account-opening date, and service level.

5.1.3.4. Determination Of Rate. In our sole discretion, we may change the interest rate or tiers on your account.

5.1.3.5. Frequency Of Rate Changes. We may change the interest rate or tiers on your account at any time, without notice.

5.1.3.6. Limitations On Rate Changes. There are no maximum or minimum interest rate limits for this account.

5.1.3.7. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.3.8. Compounding And Crediting Frequency. Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us and thus is included in the collected balance. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

5.1.3.9. Minimum Balance Requirements. Minimum balances are required for this account, and will be calculated based on the average daily balance. 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. Refer to the Deposit Account Fee Schedule for minimum requirements specific to your account and fees that may be associated with failing to maintain the required minimum balance.

5.1.3.10. Fees. Refer to the Deposit Account Fee Schedule.

5.1.3.11. Statements. Statements will be available to you monthly.

5.1.4. Small Business Checking Account

5.1.4.1. Eligibility Requirements. This account is available for use by sole proprietors and single-member limited-liability companies.

5.1.4.2. Rate Sheets. You will receive a rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time. The annual percentage yield (APY), interest rate and related information for your account are disclosed in that rate sheet.

5.1.4.3. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Small Business Checking account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

5.1.4.4. Interest Rate Information. This is a tiered, variable rate account. The interest rate, annual percentage yield (APY), and tiers may change at any time without notice. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your account at the time it was opened. The ending daily collected balance of your account will determine the interest rate tier that applies to your account each day. We reserve the right to establish interest rates and APYs according to banking channel, geographical location, account-opening date, and service level.

5.1.4.5. Determination Of Rate. In our sole discretion, we may change the interest rate or tiers on your account.

5.1.4.6. Frequency Of Rate Changes. We may change the interest rate or tiers on your account at any time, without notice.

5.1.4.7. Limitations On Rate Changes. There are no maximum or minimum interest rate limits for this account.

5.1.4.8. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.4.9. Compounding And Crediting Frequency. Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us and thus is included in the collected balance. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

5.1.4.10. Minimum Balance Requirements. A minimum balance is required to open this account; however, there is no monthly minimum balance required for the account. Refer to the Deposit Account Fee Schedule for minimum requirements and fees specific to your account.

5.1.4.11. Fees. Refer to the Deposit Account Fee Schedule.

5.1.4.12. Statements. Statements will be available to you monthly.

5.1.5. Non-Profit Checking Account

5.1.5.1. Eligibility Requirements. This account is available for use by Not-for-Profit and certain charitable organizations; Government Agencies; and other clubs or groups.

5.1.5.2. Rate Sheets. You will receive a rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time. The annual percentage yield (APY), interest rate and related information for your account are disclosed in that rate sheet.

5.1.5.3. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Non-Profit Checking account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

5.1.5.4. Interest Rate Information. This is a tiered, variable rate account. The interest rate, annual percentage yield (APY), and tiers may change at any time without notice. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your account at the time it was opened. The ending daily collected balance of your account will determine the interest rate tier that applies to your account each day. We reserve the right to establish interest rates and APYs according to banking channel, geographical location, account-opening date, and service level.

5.1.5.5. Determination Of Rate. In our sole discretion, we may change the interest rate or tiers on your account.

5.1.5.6. Frequency Of Rate Changes. We may change the interest rate or tiers on your account at any time, without notice.

5.1.5.7. Limitations On Rate Changes. There are no maximum or minimum interest rate limits for this account.

5.1.5.8. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.5.9. Compounding And Crediting Frequency. Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us and thus is included in the collected balance. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

5.1.5.10. Minimum Balance Requirements. Minimum balances are required for this account, and will be calculated based on the average daily balance. 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. Refer to the Deposit Account Fee Schedule for minimum requirements specific to your account and fees that may be associated with failing to maintain the required minimum balance.

5.1.5.11. Fees. Refer to the Deposit Account Fee Schedule.

5.1.5.12. Statements. Statements will be available to you monthly.

5.1.6. Business Money Market Account

5.1.6.1. Rate Sheets. You will receive a rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time. The annual percentage yield (APY), interest rate and related information for your account are disclosed in that rate sheet.

5.1.6.2. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Business Money Market Account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

5.1.6.3. Interest Rate Information. This is a tiered, variable rate account. Your interest rate, annual percentage yield (APY), and tiers may change at any time without notice. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your account at the time it was opened. The ending daily collected balance of your account will determine the interest rate tier that applies to your account each day. We reserve the right to establish interest rates and APYs according to banking channel, geographical location, account-opening date, and service level.

5.1.6.4. Determination Of Rate. In our sole discretion, we may change the interest rate or tiers on your account.

5.1.6.5. Frequency of Rate Changes. We may change the interest rate or tiers on your account at any time, without notice.

5.1.6.6. Limitations On Rate Changes. There are no maximum or minimum interest rate limits for this account.

5.1.6.7. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.6.8. Compounding And Crediting Frequency. Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us and thus is included in the collected balance. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

5.1.6.9. Transaction Limitations. As authorized by federal law, we reserve the right at any time to require at least seven days' notice in writing before each withdrawal from this account.

5.1.6.10. Minimum Balance Requirements. Minimum balances are required for this account, and will be calculated based on the average daily balance. 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. Refer to the Deposit Account Fee Schedule for minimum requirements specific to your account and fees that may be associated with failing to maintain the required minimum balance.

5.1.6.11. Fees. Refer to the Deposit Account Fee Schedule.

5.1.6.12. Statements. Statements will be available to you at least quarterly.

5.1.7. Business Certificate Of Deposit (CD) Account

5.1.7.1. Interest Rate Information. The interest rate and annual percentage yield (APY) for the Business CD is fixed and will be paid from the date of the deposit until the maturity date of the CD. Refer to the CD confirmation you will receive after your CD has been opened, which is incorporated herein by reference, for the interest rate and APY applicable to your account. We reserve the right to establish a rate schedule according to banking channel and service level.

5.1.7.2. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.7.3. Compounding And Crediting Frequency. Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us and thus is included in the collected balance. You may elect to have your interest credited to your CD balance, or credited to your existing EverBank business checking account or business money market account. Only interest credited to your CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

5.1.7.4. Early Withdrawal Penalties. We will impose an Early Withdrawal penalty on withdrawals made before the maturity date of the CD. This penalty will be the total interest that would have been earned on the principal balance of the account if funds had not been withdrawn prior to the maturity date as follows:

Length of CD	Days of simple interest
3-month	22
6-month	45
9-month	68
1-year	91
1.5-year	136

Length of CD	Days of simple interest
2-year	182
2.5-year	228
3-year	273
4-year	365
5-year	456

5.1.7.5. Withdrawal Of Interest Prior To Maturity. Interest earned and credited to the Business CD account may be withdrawn; however, in order to earn the APY disclosed, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

5.1.7.6. Renewal Policies, Maturity Instructions, And Interest Rates And APYs. Your Business CD automatically renews on the maturity date for an additional term equal to the original term, with unlimited renewals. You may provide alternate instructions, without penalty, on the maturity date and/or throughout your grace period, which begins on the first Business Day following maturity and is ten (10) Business Days long, closing at 5 p.m. (ET). The following table describes what interest rate and APY your CD will get depending on whether and when you provide maturity instructions:

Maturity instruction(s):	**What interest rate and APY your CD will get:**
No maturity instruction given.	The interest rate and APY we are offering as of the maturity date for a new Business CD of the same length of term as your matured CD.
You provide **one instruction**: • to renew the CD without any changes, • to add or withdraw funds, • to change the term of the CD, or • to alter the interest payment instructions.	The interest rate and APY we are offering as of the date of that instruction for a new Business CD of the same length of term as your matured CD or of the term selected if you changed the term.

You provide **multiple instructions**: • to renew the CD without any changes, • to add or withdraw funds, • to change the term of the CD, or • to alter the interest payment instructions.	The interest rate and APY we are offering as of the date of the final (most recent) instruction for a new Business CD of the same length of term as your matured CD or of the term selected if you changed the term.

If, on the maturity date or during the grace period, you provide us an instruction to close the CD, the CD will be closed the day the instruction is received and you will no longer be able to make any changes.

Note that maturity instructions to add or withdraw funds will be executed prior to the expiration of the grace period, and if you submit multiple instructions to add or withdraw funds, each of those instructions will be executed to the extent (1) we receive funds prior to the expiration of the grace period (for instructions to add funds) or (2) you have sufficient funds remaining in the CD (for instructions to withdraw funds)

5.1.7.7. Transaction Limitations. You may not make any deposits into your account before maturity of the certificate. As authorized by federal law, we reserve the right at any time to require at least seven days' notice in writing before each withdrawal from this account.

5.1.7.8. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

5.1.7.9. Fees. Refer to the Deposit Account Fee Schedule.

5.1.7.10. Statements. At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date and other important terms. Statements will be available on combined statements with a checking account. Otherwise, you will receive a maturity notice prior to the expiration of the CD term.

5.1.8. Business Certificate of Deposit Account Registry Service ("CDARS®") CD Account
IntraFi and CDARS are registered service marks of IntraFi Network LLC.

Funds may be submitted for placement into a CDARS CD account only after a depositor enters into a CDARS Deposit Placement Agreement with us. The CDARS Deposit Placement Agreement contains important information and conditions regarding the Placement of funds by us. Accounts are Placed each week on Thursday or the next Business Day thereafter. Early Withdrawal penalties apply.

5.1.8.1. Account Approval. All accounts are subject to approval based in part on your chosen CD term and our CDARS CD participation limits. Accounts are not funded and opened ("Placed") immediately.

5.1.8.2. Funding Deadlines. In order for your CDARS CD account to be Placed, funds must be received by the deadlines set forth on our website and on the CDARS Deposit Placement Agreement (Schedule 1).

5.1.8.3. FDIC Insurance. Deposits above single institution FDIC insurance limits will not benefit from higher insurance protection until the CDARS CD account is Placed.

5.1.8.4. Interest Rate Information. The interest rate and annual percentage yield (APY) for the CDARS CD is fixed and will be paid from the date the CD is Placed until the maturity date of the CD. Refer to the CD confirmation you will receive after your CD has been Placed, which is incorporated herein by reference, for the interest rate and APY applicable to your account. We reserve the right to establish a rate schedule according to banking channel and service level.

5.1.8.5. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.8.6. Compounding And Crediting Frequency. Interest will be compounded daily and will be credited to your account with the frequency set forth in your separate Notice of New Account provided to you at the time you opened your CDARS CD, which is incorporated herein by reference. Interest will be compounded from the date of deposit to the last full day before the date of withdrawal, using the daily balance method. Interest will begin to accrue for non-cash deposits (for example, checks) as well as for cash deposits on the day the account is Placed. You may elect to have your interest credited to your CD balance, or credited to your EverBank business checking or business money market account. Only interest credited to your CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

5.1.8.7. Early Withdrawal Penalties. This product is intended to be held to maturity. In the event of Early Withdrawal, significant penalties may apply and may vary based on the CD Term. Penalties are imposed against interest that would have been earned on the principal balance of the account if funds had not been withdrawn prior to the maturity date as follows:

Length of CD	Days of simple interest
4-week	28
13-week	90
26-week	90
52-week	180

Length of CD	Days of simple interest
2-year	360
3-year	540
5-year	900

5.1.8.8. Withdrawal Of Interest Prior To Maturity. Interest earned and credited to the CDARS CD Account may be withdrawn; however, in order to earn the APY, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

5.1.8.9. Renewal Policies. This CD product does not automatically renew. Maturity instructions are required for all maturing CDs.

5.1.8.10. Transaction Limitations. You may not make any deposits into your account before maturity of the certificate. As authorized by federal law, we reserve the right at any time to require at least seven days' notice in writing before each withdrawal from this account.

5.1.8.11. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

5.1.8.12. Fees. Refer to the Deposit Account Fee Schedule.

5.1.8.13. Statements. At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date and other important terms. Periodic statements are not provided for the CDARS CD account. You will receive a maturity notice prior to the expiration of the CD term.

5.1.9. IntraFi® Cash Service ("ICS") Account

IntraFi and ICS are registered service marks, and IntraFi Cash Service is a service mark, of IntraFi Network LLC.

5.1.9.1. Eligibility Requirements. This account is available for use by Corporations, Limited Liability Companies (LLC) and Partnerships (General, Limited, or Limited Liability Partnerships (LLP)).

5.1.9.2. IntraFi Cash Service. EverBank participates in the IntraFi Cash Service ("ICS") offered through IntraFi Network, LLC. This service provides for the transfer, or "sweep," of funds from your business checking or money market account with us into checking or money market deposit accounts at other depository institutions through an ICS Deposit Placement Account. The ICS Deposit Placement Account is subject to approval based on our ICS participation limits, and subject to your execution of an ICS Deposit Placement Agreement and a Custodial Agreement. Many of the terms of your ICS Account with us, and the terms applicable to your checking or money market deposit accounts at the other depository institutions, are included with those agreements.

5.1.9.3. FDIC Insurance. Until funds are received by IntraFi Network and ICS is activated, deposits in the ICS Account above single institution FDIC insurance limits will not benefit from higher insurance protection.

5.1.9.4. Interest Rate Information. This is a variable rate account. Your interest rate and annual percentage yield (APY) may change at any time without notice. Refer to the rate sheet you received, which is incorporated herein by reference, for the interest rates and APYs applicable to your account at the time it was opened.

5.1.9.5. Determination of Rate. In our sole discretion, we may change the interest rate on your account.

5.1.9.6. Frequency of Rate Changes. We may change the interest rate on your account at any time, without notice.

5.1.9.7. Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

5.1.9.8. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a periodic rate to the balance in the account each day.

5.1.9.9. Compounding and Crediting Frequency. Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

5.1.9.10. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimums.

5.1.9.11. Fees. Refer to the Deposit Account Fee Schedule.

5.1.9.12. Statements. Statements will be available to you monthly.

5.2. Overdraft Protection Service

You may use your EverBank business checking or money market account (a "Source Account") to fund overdrafts on your other business checking account. To use your Source Account for overdraft protection, you must request this feature. If you elect to use a Source

Account as overdraft protection for your business checking account, we will advance funds from your Source Account to your business checking account when any debit on your checking account is presented for payment in an amount in excess of the available balance in your checking account (“Overdraft Amount”). Transfers from your Source Account will be made in the exact amount necessary to cover the Overdraft Amount provided. However, we are not obligated to transfer such funds, and we may dishonor the debit, if such transfer would cause you to overdraw your Source Account. No WorldCurrency Account, or Metals Select Account may be used as a Source Account to fund overdrafts in any other account.

6.0. Specific Terms—WorldCurrency® Deposit Accounts

These WorldCurrency Account Terms and Conditions are a part of your Account Agreement and include important disclosures and agreements related to your WorldCurrency Access Deposit Accounts and WorldCurrency Certificates of Deposit (CDs). In the event of a conflict between the Account Agreement and these WorldCurrency Account Terms and Conditions, these WorldCurrency Account Terms and Conditions control to the extent of the conflict.

Refer to the applicable rate sheets and Deposit Account Fee Schedule for additional important terms and conditions related to your WorldCurrency Account.

In addition to the specific terms, conditions and disclosures set forth below, some key risk considerations you should bear in mind before opening any WorldCurrency Account are as follows:

1. PURCHASING OR OWNING FOREIGN CURRENCIES BY OPENING A WORLDCURRENCY ACCOUNT INVOLVES RISKS AND YOU CAN LOSE SOME OR ALL OF THE VALUE IN YOUR WORLDCURRENCY ACCOUNT. YOU SHOULD CONSIDER THESE RISKS BEFORE OPENING OR RENEWING A WORLDCURRENCY ACCOUNT.
2. YOU SHOULD CONSULT YOUR OWN LEGAL, TAX, OR INVESTMENT ADVISORS REGARDING THE RISKS RELATING TO (A) WORLDCURRENCY ACCOUNTS, INCLUDING NON-DELIVERABLE CURRENCY (NDC) ACCOUNTS, (B) FOREIGN CURRENCIES, INCLUDING NDCs, (C) CURRENCY EXCHANGE TRANSACTIONS, OR (D) ANY OTHER TRANSACTION IN ANY FOREIGN CURRENCY.
3. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISION THAT YOU MAKE TO (A) OPEN, CLOSE, MAINTAIN OR RENEW A WORLDCURRENCY ACCOUNT, INCLUDING AN NDC ACCOUNT, (B) ENGAGE IN ANY TRANSACTION RELATING TO A FOREIGN CURRENCY, INCLUDING AN NDC, (C) CONDUCT A CURRENCY EXCHANGE, OR (D) ENGAGE IN ANY OTHER TRANSACTION IN ANY FOREIGN CURRENCY.
4. WE DO NOT PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE OR OPINIONS ON THE MERITS OR SHORTCOMINGS OF (A) ANY WORLDCURRENCY ACCOUNT, INCLUDING AN NDC ACCOUNT, (B) ANY FOREIGN CURRENCY, INCLUDING A NDC, (C) ANY CURRENCY EXCHANGE, OR (D) ANY OTHER TRANSACTION IN ANY FOREIGN CURRENCY. YOU SHOULD NOT CONSTRUE ANY STATEMENT BY ANY OF OUR EMPLOYEES, INCLUDING ANY MEMBER OF OUR TRADING DESK, TO BE AS INVESTMENT ADVICE ABOUT ANY FOREIGN CURRENCY OR RELATED TRANSACTION.
5. FOREIGN EXCHANGE MARKETS ARE VOLATILE AND UNPREDICTABLE. THIS MEANS THAT THE VALUE OF ANY FOREIGN CURRENCY MAY FLUCTUATE WIDELY AGAINST THE U.S. DOLLAR. THE VALUE OF ONE FOREIGN CURRENCY MAY ALSO FLUCTUATE WIDELY AGAINST ANOTHER FOREIGN CURRENCY. YOUR WORLDCURRENCY ACCOUNT COULD LOSE SIGNIFICANT VALUE IF THE VALUE OF FOREIGN CURRENCIES CHANGES ADVERSELY TO THE U.S. DOLLAR (OR TO ANOTHER FOREIGN CURRENCY).
6. THE U.S. DOLLAR VALUE OF YOUR WORLDCURRENCY ACCOUNT WILL CHANGE OVER TIME AND MAY NOT BE WORTH AS MUCH AS THE AMOUNT OF YOUR ORIGINAL DEPOSIT. YOU MAY HAVE A GAIN OR LOSS FROM ANY CURRENCY EXCHANGE, INCLUDING ANY (A) EXCHANGE OF U.S. DOLLARS FOR A FOREIGN CURRENCY, (B) EXCHANGE OF A FOREIGN CURRENCY FOR U.S. DOLLARS, OR (C) EXCHANGE OF ONE FOREIGN CURRENCY TO ANOTHER FOREIGN CURRENCY.

7. FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) DEPOSIT INSURANCE DOES NOT INSURE AGAINST ANY LOSS IN THE VALUE OF YOUR WORLDCURRENCY ACCOUNT DUE TO FOREIGN CURRENCY VALUE FLUCTUATIONS. THE AMOUNT OF FDIC DEPOSIT INSURANCE AVAILABLE FOR A WORLDCURRENCY ACCOUNT WILL BE DETERMINED AND PAID BY THE FDIC IN THE U.S. DOLLAR EQUIVALENT OF THE FOREIGN CURRENCY IN WHICH THE ACCOUNT IS DENOMINATED. IF APPLICABLE, THE FDIC WILL DETERMINE THE U.S. DOLLAR EQUIVALENT VALUE OF SUCH FOREIGN CURRENCY IN THE MANNER SET FORTH IN THE FDIC'S REGULATIONS AS OF THE DATE OF DEFAULT.

6.1. Definitions And Meanings For WorldCurrency® Accounts

Capitalized terms as used with respect to these WorldCurrency Account Terms and Conditions have the meanings provided in this section 6.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

6.1.1. "Access Account" means a WorldCurrency Access® Deposit Account. This may take the form of either a money market deposit account or, in cases where transaction limits are exceeded, a demand deposit account.

6.1.2. "Account Opening Date" means the Business Day on which (a) we receive your request to open a WorldCurrency Account during business hours and (b) you have a balance in your Cash Management Account sufficient to fund your WorldCurrency Account. Your new WorldCurrency Account will have a zero balance on the Account Opening Date and will not be funded with your selected Foreign Currency until the Settlement Date.

6.1.3. "Business Day" means, for purposes of a WorldCurrency Account, Monday through Friday, except federal holidays and any day of the week on which trading is not open in the Foreign Currency in which your WorldCurrency Account is or will be denominated. Holidays in foreign countries and in locations where some foreign currencies are traded do not necessarily coincide with days that banks are open in the United States. If you have a question about a Business Day, contact the World Markets Trading Desk for clarification at 1.800.926.4922.

6.1.4. "Cash Management Account" means a U.S. dollar deposit account that you are required to open with us before opening any WorldCurrency Account (other than an IRA) and are required to maintain, as described more fully in Section 6.2.3.1 of these WorldCurrency Account Terms and Conditions.

6.1.5. "CD" means a WorldCurrency Certificate of Deposit Account, or WorldCurrency CD Basket Account that consists of one or more certificates of deposit.

6.1.6. "Currency Exchange" means a transaction where you ask us to convert (a) U.S. dollars to a Foreign Currency, (b) a Foreign Currency to U.S. dollars, or (c) one Foreign Currency to another Foreign Currency.

6.1.7. "Customer Exchange Rate" means the exchange rate that will apply to each of your Currency Exchanges. In these WorldCurrency Account Terms and Conditions, the Customer Exchange Rate is expressed as U.S. dollars per unit of Foreign Currency. Please see Section 6.2 of these WorldCurrency Account Terms and Conditions for more information about the Customer Exchange Rate.

6.1.8. "Cut-Off Time" means the time on a Business Day after which we will not be able to determine your Customer Exchange Rate or price your Currency Exchange as of that Business Day. The Cut-Off Time is 9 a.m. Central Time in the United States.

6.1.9. "Fees" means the fees and charges that apply to your WorldCurrency Account(s) as disclosed in the Deposit Account Fee Schedule. These fees may change from time to time and you may access current fees by viewing the most recent Deposit Account Fee Schedule in the Booklet posted on our website at everbank.com/terms or you may call the Trading Desk at 1.800.926.4922.

6.1.10. "Non-Deliverable Currency" or **"NDC"** means a Foreign Currency that we are unable to deliver to you due to foreign governmental controls or rules. When you close or withdraw funds from a WorldCurrency Account denominated in a Non-Deliverable Currency, you can only withdraw U.S. dollars or a Foreign Currency that is not a Non-Deliverable Currency after you have conducted a Currency Exchange of the NDC.

6.1.11. "NDC Account" means a WorldCurrency Account that is denominated in a Non-Deliverable Currency. For a current list of NDC Accounts and rates, please call our Trading Desk at 1.800.926.4922. The NDC Accounts that we may offer may change from time to time.

6.1.12. "NDC Transaction" means a deposit into or withdrawal from a NDC Account.

6.1.13. "Pricing Date" means the Business Day on which we determine your Customer Exchange Rate.

6.1.14. "Lock-In Rate" means the Customer Exchange Rate that we will use to price your Currency Exchange if you ask us and we agree to establish ("Lock-In") your Customer Exchange Rate prior to the Business Day that would have been your Pricing Date if we did not Lock-In your price. This rate may be higher than the standard Customer Exchange Rate that would otherwise apply due to potential volatility in the Foreign Currency and our risk in committing to such advance pricing.

6.1.15. "Quoted Spread" means the difference between (a) the Lock-In Rate we quote you based on the current Wholesale Rate at the time of your Lock-In request and (b) the Wholesale Rate as of the otherwise applicable Pricing Date. The Quoted Spread will vary, depending on the volatility of the Foreign Currency being exchanged, but will typically be greater than 0.75% and will usually be less than 1%.

6.1.16. "Settlement Date" means the Business Day on which the Currency Exchange occurs. When you open a new WorldCurrency Account, the Settlement Date will occur two Business Days following the Account Opening Date. When you ask us during business hours on a Business Day to withdraw funds from your Access Account and convert the Foreign Currency in the Access Account to U.S. dollars or another Foreign Currency, the Settlement Date will usually occur two Business Days following the date of your request. Upon your request, we may (but are not obligated to) cause the Settlement Date to occur at an earlier date, if the Wholesale Market will facilitate your request. If you have a WorldCurrency Certificate of Deposit Account or WorldCurrency CD Basket Account, when your CD matures, the Settlement Date will occur on the (a) maturity date, if the maturity date is a Business Day, or (b) the Business Day immediately following the maturity date, if the maturity date is not a Business Day.

6.1.17. "Spot Rate" means any published third-party price for a Foreign Currency including, but not limited to, the prices published by Bloomberg, Reuters, and the Wall Street Journal. Spot Rates are generally only available for large volume transactions conducted by institutional investors at a specific point in time and are generally not the same as Customer Exchange Rates or the Wholesale Rates available to EverBank.

6.1.18. "Spread" with respect to a Currency Exchange means the difference between the applicable Wholesale Rate and the Customer Exchange Rate. Our Standard Spread will be less than 1% of the Wholesale Rate available to us. Quoted Spreads may be higher and apply in cases where you have a Lock-In Rate. For more information about our Standard Spread, see section 6.2.6. For information about Spread in the context of Precious Metals, please see the Metals Select® Account Terms and Conditions.

6.1.19. "Trading Desk" means the EverBank World Markets Trading Desk.

6.1.20. "We," "Us," "Our," and **"EverBank"** refer to EverBank, National Association and to any of our successors or assignees.

6.1.21. "Wholesale Market" means the over-the-counter market where participating banks trade Foreign Currencies.

6.1.22. "Wholesale Rate" means the market prices that we determine are available to us in the Wholesale Market for a specific amount of Foreign Currency at a specific point in time. In these WorldCurrency Account Terms and Conditions, the Wholesale Rate is expressed as U.S. dollars per unit of Foreign Currency.

6.1.23. "WorldCurrency® Account" means any WorldCurrency Access® Deposit Account, WorldCurrency Certificate of Deposit Account, or WorldCurrency CD Basket you may open and maintain with us.

6.1.24. "You," "Your," and **"Account Holder"** refer to each person applying for, opening, or authorized to control the account, and each Authorized Signer of a WorldCurrency Account, or anyone else with the authority to exercise control over the WorldCurrency Account.

6.2. General Terms And Conditions Applicable To WorldCurrency Accounts

6.2.1. Foreign Exchange Controls May Limit Our Ability To Conduct Currency Exchanges

1. Our ability to conduct a Currency Exchange or provide you with a Customer Exchange Rate is limited by conditions beyond our control. These conditions may include foreign or U.S. government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections, economic conditions in the foreign country or the United States, and any "Acts of God."
2. If you open a WorldCurrency Account, there is a risk that a government may impose foreign exchange controls or prohibit transactions in its currency. These exchange controls could prevent us from conducting a Currency Exchange for that Foreign Currency, providing you with a Customer Exchange Rate, or continuing to hold that Foreign Currency on your behalf.
3. If such exchange controls or other conditions occur, we will use reasonable efforts to follow your instructions, but may not be able to do so. These exchange controls also could require us to convert your Foreign Currency to U.S. dollars without advance notice to you, even if you have asked us not to do so. We will not have any liability to you for any losses you incur as a result.

6.2.2. We May Close Your Accounts And Convert Your Foreign Currency Under Certain Conditions

1. We may close your WorldCurrency Account or conduct a Currency Exchange without your permission at any time if we believe that such action is prudent, necessary or appropriate, in our sole discretion, in response to government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license, Non-Deliverable Currency or other currency restrictions), wars, insurrections and/or any other cause beyond our reasonable control.
2. If we close any of your WorldCurrency Accounts or convert any of your Foreign Currency to U.S. dollars in the manner described above, we will not have any liability to you resulting from changes in the value of the Foreign Currency or resulting from the timing of our closing your WorldCurrency Account or converting the Foreign Currencies in your WorldCurrency Account. The Currency Exchange transacted under these circumstances will be conducted at the Customer Exchange Rate (see section 6.2.6 of these WorldCurrency Account Terms and Conditions).

6.2.3. Opening Your WorldCurrency Account

1. **Getting started.** If you have never opened a WorldCurrency Account with us before, you will need to submit an application to become a World Markets client. After we process your application and you have provided us with all necessary information and related documents, we will open the Cash Management Account that you have elected to be opened in your name as part of your Asset Manager Service. You will use the Cash Management Account as a vehicle to: (a) fund each new WorldCurrency Account you open with us (we will convert any U.S. dollars in your Cash Management Account to your selected Foreign Currency in which your WorldCurrency Account will be denominated), (b) fund additional Foreign Currency balances in existing WorldCurrency Accounts, and (c) receive funds transferred from your WorldCurrency Account (we will convert the Foreign Currency in your WorldCurrency Account to U.S. dollars prior to depositing such funds into your Cash Management Account). You agree to maintain the Cash Management Account with us, and, as described in more detail below in Sections 6.5.1.13, 6.5.2.5, 6.5.3.14, and 6.5.4.15, as applicable, in the event that you close your Cash Management Account before closing all of your WorldCurrency Accounts, you hereby expressly consent to us opening a new account in your name to serve as your Cash Management Account in order to provide the services described in subsections (a), (b), and (c) above.
2. **Opening with U.S. dollars.** If you open a WorldCurrency Account with U.S. dollars, you must deposit that currency into your Cash Management Account and we will convert your U.S. dollars to the Foreign Currency in which your WorldCurrency Account will be denominated on the Settlement Date. See Section 6.2.6 of these WorldCurrency Account Terms and Conditions for more information on how this Currency Exchange works and our Spread. To open or fund an NDC Account (a WorldCurrency Account denominated in a Non-Deliverable Currency), you must first deposit U.S. dollars into your Cash Management Account.
3. **Opening with Foreign Currency.** You may also deliver acceptable Foreign Currency to us to open and fund a WorldCurrency Account that is not an NDC Account. Acceptable Foreign Currencies are those that we offer in a WorldCurrency Account. We generally accept Foreign Currency wires and Foreign Currency drafts sent to and verified by us as cleared deposits; however, we do not accept physical Foreign Currency.

6.2.4. Withdrawing Funds From And Closing Your WorldCurrency Account

1. **WorldCurrency Certificate of Deposit Account.** When your CD matures, you may generally: (a) renew the CD in the same Foreign Currency, (b) open a new WorldCurrency Access Deposit Account in the same Foreign Currency, (c) ask us to convert the Foreign Currency to U.S. dollars and deliver the U.S. dollars to your Cash Management Account, or (d) ask us to deliver the Foreign Currency to you (unless the CD is denominated in a Non-Deliverable Currency, in which case we can only deliver U.S. dollars to you). See Section 6.2.6 below for information on how we convert your Foreign Currency to U.S. dollars or to another Foreign Currency.
2. **WorldCurrency Access Deposit Account.** Subject to applicable withdrawal limits pursuant to federal law, you may withdraw all or part of the funds in your Access Account. If you do so, you may: (a) ask us to convert the Foreign Currency to U.S. dollars and deliver the U.S. dollars to your Cash Management Account, (b) ask us to convert the Foreign Currency to U.S. dollars and deliver the U.S. dollars to you, (c) ask us to convert the Foreign Currency to a different Foreign Currency and deliver the different Foreign Currency to your Access Account of that Foreign Currency (if you do not have an Access Account of that different Foreign Currency, we will establish a new Access Account for that Foreign Currency), or (d) ask us to deliver the Foreign Currency to you (unless the Access Account is denominated in a Non-Deliverable Currency, in which case we can

only deliver U.S. dollars to you). See Section 6.2.6 below for information on how we convert your Foreign Currency to U.S. dollars or to another Foreign Currency.

6.2.5. How We Accept Foreign Currency From You Or Deliver It To You

1. In most cases, you are not obligated to conduct Currency Exchanges with us in order to hold a WorldCurrency Account. Opening a WorldCurrency Account means that you deliver acceptable Foreign Currency to us to fund the account. In general, we accept Foreign Currency wires and Foreign Currency drafts sent to and verified by us as cleared deposits. As a service, we will sell Foreign Currency to you to fund your WorldCurrency Account as described in these WorldCurrency Account Terms and Conditions.
2. For Foreign Currencies other than NDCs, you may ask us to deliver Foreign Currency held in your (a) WorldCurrency Access Deposit Account at any time, and (b) WorldCurrency CD Account or CD Basket when it matures or otherwise becomes available. At your request, and if the currency is readily deliverable, we will try to obtain Foreign Currency and deliver it to you as permitted under applicable law, except as described below for NDC Accounts. However, we will not deliver physical Foreign Currency to you. You may direct us to deliver Foreign Currency to you by a Foreign Currency wire, or to move your Foreign Currency into another WorldCurrency Access Deposit Account. We may charge you a fee as disclosed in the Deposit Account Fee Schedule and available on our website. These fees may change from time to time and you may access current fees by viewing the most recent Deposit Account Fee Schedule posted on our website.
3. Non-Deliverable Currencies can never be delivered to you by us. When you withdraw funds from or close a WorldCurrency Account denominated in a Non-Deliverable Currency, you can only withdraw U.S. dollars, and only after having converted your Non-Deliverable Currency into U.S. dollars or another Foreign Currency that is not a Non-Deliverable Currency.
4. One of the risks of having an account denominated in a Foreign Currency is the possibility of that Foreign Currency not being readily available for delivery. We will deliver Foreign Currency to you, as described above, if it is readily available and delivery is permitted under applicable law. However, as described in Section 6.2.1 of these WorldCurrency Account Terms and Conditions, a foreign government may impose restrictions or foreign currency exchange controls, or other circumstances or conditions may be present, which could severely limit the amount of Foreign Currency that may be removed from a foreign country. If this happens, we may not be able to obtain that Foreign Currency and deliver it to you. We will make reasonable efforts to obtain the Foreign Currency on your behalf, but we cannot guarantee that we will be successful in these efforts.

6.2.6. How Your Customer Exchange Rates Are Determined

1. We will determine your Customer Exchange Rate each time you ask us to enter into a Currency Exchange transaction. This rate is based on the application of our Spread to Wholesale Rates available to us.
2. Foreign Currencies do not trade on a centralized exchange. Instead, Foreign Currencies trade primarily in the Wholesale Market, which is an over-the-counter market between participating banks. We are a participant in the Wholesale Market. When we exchange a Foreign Currency in the Wholesale Market, we receive a Wholesale Rate, which is provided to us by another Wholesale Market participant based on the specific amount of that Foreign Currency at a specific point in time. There are no published exchange rates specific to our Wholesale Rate. This means there are no published exchange rates specific to your Currency Exchange transaction that you may use to independently calculate your Customer Exchange Rate.
3. Customer Exchange Rate. Under our standard pricing, your Customer Exchange Rate will be:

Currency Exchange	Customer Exchange Rate
Opening or adding funds to Account	Wholesale Rate on Pricing Date ***Plus*** the Spread
Closing or withdrawing funds from Account	Wholesale Rate on Pricing Date ***Minus*** the Spread

4. The Spread. Our Spread is the difference between the Wholesale Rate available to us and the Customer Exchange Rate we make available to you. The amount of your Standard Spread depends on the amount of your Currency Exchange:

Amount of Currency Exchange	Spread
≤ $99,999.99	0.75%
$100,000–$399,999.99	0.50%
$400,000–$749,999.99	0.375%
≥ $750,000	0.25%

Quoted Spreads may be higher and apply in cases where you have a Lock-In Rate. For more information on Lock-In Rates, see sections 6.2.8, 6.5.3.7, and 6.5.4.7 of the Booklet.

5. Wholesale Rates may not always be available. There are times when a Wholesale Rate for a Foreign Currency may not be available to us. In that case, we will not be able to calculate your Customer Exchange Rate for that Foreign Currency. Our ability to obtain a Wholesale Rate depends on many factors, including market liquidity and governmental restrictions. We are under no obligation to provide you with a Customer Exchange Rate for a specific Foreign Currency at any time if we do not believe there are reliable indicators for a Wholesale Rate. See Section 6.2.1 and Section 6.3.2 of these WorldCurrency Account Terms and Conditions for information about Foreign Currency deliveries when we are unwilling or unable to convert a Foreign Currency in your Account to U.S. dollars.

6.2.7. When We Determine Your Customer Exchange Rate

When we determine your Customer Exchange Rate (your Pricing Date) depends on what type of Currency Exchange transaction you are requesting and when we receive your request.

1. The following applies when you open a new WorldCurrency Account:
   a. If we receive your request and related funds prior to the Cut-Off Time on the Account Opening Date, your Pricing Date will be the Account Opening Date.
   b. If we receive your request and related funds after the Cut-Off Time on the Account Opening Date, the Pricing Date will be the following Business Day, unless we agree to Lock-In your Customer Exchange Rate on the Account Opening Date.
   c. If we receive your request and related funds after the Cut-Off Time on the Account Opening Date and we agree to Lock-In your Customer Exchange Rate on the Account Opening Date, the Pricing Date will be the Account Opening Date.
2. The following applies when you ask us to withdraw funds from your WorldCurrency Access Account and convert the Foreign Currency in your Access Account to U.S. dollars or to another Foreign Currency:
   a. If we receive your request prior to the Cut-Off Time on a Business Day, your Pricing Date will be the same Business Day.

b. If we receive your request after the Cut-Off Time on a Business Day, the Pricing Date will be the following Business Day, unless we agree to Lock-In your Customer Exchange Rate on the Business Day of your request.

c. If we receive your request after the Cut-Off Time on a Business Day and we agree to Lock-In your Customer Exchange Rate on that Business Day, the Pricing Date will be the same Business Day.

3. The following applies when your WorldCurrency CD matures:

   a. The maturity date will typically occur on a Wednesday, if that day is a Business Day. If a Wednesday is not a Business Day, the maturity date will occur on the following Business Day.

   b. The Pricing Date will be two Business Days prior to the maturity date (unless you Locked-In).

   c. If we agree to Lock-In your Customer Exchange Rate at any time prior to the otherwise applicable Pricing Date, the Pricing Date will be the Business Day on which we Locked-In your pricing.

6.2.8. Locking-In Your Customer Exchange Rate

1. Lock-In Rates at Account Opening.

   - When opening any new WorldCurrency Account, you may ask us to Lock-In your Customer Exchange Rate after the Cut-Off Time on a Business Day. We may, but are not obligated to, agree to Lock-In your pricing as of that Business Day. If we agree, we will give you a Lock-In Rate.
   - If you accept the Lock-In Rate, your Customer Exchange Rate will be the Lock-In Rate, which will include a Quoted Spread instead of our Standard Spread, and your Pricing Date will be the Account Opening Date. If you do not accept the Lock-In Rate, your Pricing Date will be the Business Day following the Account Opening Date and your Customer Exchange Rate will equal the Standard Spread plus the Wholesale Rate in effect on that Pricing Date.
   - Depending on the actual Wholesale Rate in effect on the Business Day following the Account Opening Date, your Lock-In Rate may be more or less favorable than the Customer Exchange Rate that you would have received if you had not Locked-In your pricing, but you will have the advantage of knowing in advance what your Customer Exchange Rate will be.

2. Lock-In Rates when adding funds to, or withdrawing funds from, your WorldCurrency Access Account.

   - If, after the Cut-Off Time on a Business Day, you ask us to Lock-In the Customer Exchange Rate for the Foreign Currency to be added to or withdrawn from your existing Access Account, we may, but are not obligated to, Lock-In your pricing as of that Business Day. If we agree, we will give you a Lock-In Rate.
   - If you accept the Lock-In Rate, your Customer Exchange Rate will be the Lock-In Rate, which will include a Quoted Spread instead of our Standard Spread, and your Pricing Date will be the Business Day on which we gave you the Lock-In Rate. If you do not accept the Lock-In Rate, your Pricing Date will be the Business Day following the day on which we gave you the Lock-In Rate, and your Customer Exchange Rate will equal (a) the Standard Spread plus the Wholesale Rate in effect on that Pricing Date if you are adding funds to your Access Account or (b) the Wholesale Rate in effect on that Pricing Date minus the Standard Spread if you are withdrawing funds from your Access Account.
   - Depending on the actual Wholesale Rate in effect on the Business Day following the day when we gave you the Lock-In Rate, your Lock-In Rate may be more or less

favorable than the Customer Exchange Rate that you would have received if you had not Locked-In your pricing, but you will have the advantage of knowing in advance what your Customer Exchange Rate will be.

3. Lock-In Rates during the term of your WorldCurrency CD.
   - We may, in our sole discretion, allow you, at any time during the term of your WorldCurrency CD, to Lock-In the Customer Exchange Rate for the Foreign Currency to be transferred from your CD upon maturity and converted to U.S. dollars. If you elect to Lock-In, we will give you a Lock-In Rate.
   - If you accept the Lock-In Rate, your Customer Exchange Rate will be the Lock-In Rate and your Pricing Date will be the Business Day on which we gave you the Lock-In Rate. You may exercise this Lock-In option only once during the term of your CD.
   - If you do not accept the Lock-In Rate, your Pricing Date will occur two Business Days before the CD maturity date, if the maturity date is a Business Day. If the CD maturity date is not a Business Day, your Pricing Date will occur two Business Days prior to the Business Day immediately following the maturity date.
   - Depending on the actual Wholesale Rate in effect two Business Days prior to the maturity date (or two Business Days prior to the Business Day immediately following the maturity date if the maturity date is not a Business Day), your Lock-In Rate may be more or less favorable than the Customer Exchange Rate you would have received if you had not Locked-In your pricing, but you will have the advantage of knowing in advance what your exchange rate will be.

6.2.9. Disclosing Your Customer Exchange Rate To You In Advance Of A Transaction

Unless we have given you a Lock-In Rate as described above:

1. We can tell you your Customer Exchange Rate for a specific Currency Exchange only if you ask us to convert your currency before our Cut-Off Time, which is 9 a.m. Central Time on a Business Day.
2. If you ask us to conduct a Currency Exchange on a day that is not a Business Day, or on a Business Day after the Cut-Off Time, your Currency Exchange will usually not occur until the next Business Day. In these cases, we will not know the exact Customer Exchange Rate for your Currency Exchange until the time that it actually occurs.

6.2.10. There Are No Published Exchange Rates Specific To Your Currency Exchanges

Unless we have given you a Lock-In Rate as described above:

1. The specific Customer Exchange Rate that you receive for any Currency Exchange is not published in any newspaper, website or other publicly available source.
2. Third party websites and other publications may from time to time publish indicative rates or “Spot Rates” for certain Foreign Currencies. However, these published rates may change frequently throughout the course of each day and usually reflect only possible rates for large volume transactions conducted by institutional investors at a specific point in time.
3. These published exchange rates do not necessarily reflect transaction costs and do not accurately reflect exchange rates actually available to you or us at any point in time for any of your Currency Exchanges.

6.3. Non-Deliverable Currency Deposit Account Disclosures

Special risks and limitations apply to NDC Accounts. This section 6.3 applies only to NDC Currency Accounts and describes some of those risks and limitations.

6.3.1. Opening And Withdrawing Funds From An NDC Account

1. To open or fund a NDC Account, you must deposit U.S. dollars. We then determine the number of units of the Non-Deliverable Currency that are equal to the amount of U.S.

dollars that you provide to us. We do that by determining the Customer Exchange Rate that we will provide to you, which will include our Spread.

2. When you withdraw funds from your NDC Account, you can only withdraw U.S. dollars. The number of U.S. dollars available to you will depend on the Customer Exchange Rate applicable to that withdrawal.

Depending on the Customer Exchange Rate for the Non-Deliverable Currency as of the time we process your deposit to your NDC Account as compared to when we process your withdrawal from the NDC Account, you may receive fewer or more U.S. dollars than you deposited.

6.3.2. NDC Currency Exchange Rate Limitations; Delivery Of Non-Deliverable Currencies

1. We generally price NDC Currency Exchanges the same as we do other Currency Exchanges. That means we apply our Standard Spread to the applicable Wholesale Rate, unless you ask us and we agree to Lock-In your Customer Exchange Rate, in which case Quoted Spreads apply.
2. There will generally be a delay between the date you request a NDC Transaction and the date on which we process the transaction. The length of that delay will depend on many factors, including the dollar amount of your NDC Transaction request and other NDC Transaction requests for the same Non-Deliverable Currency that we have received at the same approximate time. Except in the case of Lock-In Rates, we cannot determine the NDC Wholesale Rate available to us until we actually process the related NDC Transactions.
3. If you are not satisfied with the Customer Exchange Rate at the time you are considering making a withdrawal from your NDC Account, you may be able to choose to make your withdrawal at a later time. If your NDC Account is a CD, you can roll it over upon maturity of that CD so long as your CD is renewable, or you can typically move your Foreign Currency into an Access Deposit Account. The Customer Exchange Rate available to you when you withdraw the funds may be more favorable or less favorable to you than the Customer Exchange Rate that would have been available if you had withdrawn the funds on an earlier date. We cannot promise what Customer Exchange Rate will be available to you from us when you choose to withdraw funds from your account.
4. There are times when we may not be able to determine a NDC Wholesale Rate. In such cases, we will not be able to calculate a Customer Exchange Rate. Our ability to determine a NDC Wholesale Rate depends on many factors, including market liquidity and governmental restrictions. If we make reasonable efforts for 60 days to identify a NDC Wholesale Rate, but cannot identify one, we will use a NDC Wholesale Rate that we determine.
5. WE CANNOT DELIVER NON-DELIVERABLE CURRENCIES TO YOU. WE CANNOT SEND YOU SUCH CURRENCIES IN PHYSICAL FORM, BY CHECK, BY WIRE OR THROUGH ANY OTHER METHOD. THIS MEANS THAT, IF YOU OPEN A NDC ACCOUNT, YOU WILL BE ABLE TO WITHDRAW YOUR FUNDS ONLY IN U.S. DOLLARS OR IN A FOREIGN CURRENCY THAT IS NOT AN NDC, AND AFTER THE NDC HAS BEEN CONVERTED. IF THE CURRENCY EXCHANGE RATE THAT WE CAN PROVIDE TO YOU WHEN YOU WITHDRAW FUNDS IS LESS FAVORABLE TO YOU THAN WHEN YOU OPENED YOUR NDC ACCOUNT, YOU MAY LOSE MONEY. DO NOT OPEN A NDC ACCOUNT IF YOU CANNOT AFFORD THIS RISK OF LOSS.

6.4. Automatic Purchase Plan

As described below and in the Deposit Account Fee Schedule, WorldCurrency Accounts have a required minimum opening deposit amount. This minimum opening deposit amount may be satisfied as part of an Automatic Purchase Plan, which requires the following:

1. You must open an EverBank deposit account to serve as your funding source for the Automatic Purchase Plan;
2. You must set-up an automatic purchase of Foreign Currency that occurs at least monthly and is at least $100 each month (with the funds coming from the EverBank deposit account serving as your funding source); and
3. Your automatic purchases must be made timely and consistently.

By setting up a WorldCurrency Account Automatic Purchase Plan, you understand and agree that the price you pay for the Foreign Currency each month will vary depending on the then-current Customer Exchange Rate (including our Spread) and that we are under no obligation to attempt to time your purchase (whether between days or intra-day) in an effort to obtain a better price on your behalf. You further understand and agree that we will acquire the Foreign Currency each month at a date and time conducive to our internal operations, without regard to price or market fluctuation. An Automatic Purchase Plan is not appropriate for all people, and EverBank makes no recommendation that an Automatic Purchase Plan is either appropriate or suitable for you.

EverBank reserves the right, without notice, to terminate your Automatic Purchase Plan or your involvement in the plan at any time, for any reason, including but not limited to overdrafts on your EverBank deposit account serving as the funding source or failure to meet the requirements described above. If we terminate your Automatic Purchase Plan or your involvement in the plan, we will provide you notice of the termination, and no additional automatic purchases of Foreign Currency will be made, unless you set-up a new Automatic Purchase Plan.

6.5. Specific Terms For WorldCurrency Deposit Accounts

This section contains important additional information about the specific types of WorldCurrency Accounts we offer. The information in this section does not apply to any other account type.

6.5.1. WorldCurrency Access® Deposit Account—Money Market

6.5.1.1. Exchange Rate Information. This WorldCurrency Access Account may be used to hold funds denominated in a currency other than U.S. dollars. If you request funds in this Access Account to be denominated in a currency other than the currency sent to us by you to fund the Access Account, we will convert your funds on the Settlement Date using a Customer Exchange Rate. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information on funding your account and how we determine your Customer Exchange Rate.

6.5.1.2. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and annual percentage yield (APY) applicable on your WorldCurrency Access Deposit Account, if any, are set forth in the rate sheet you will receive in your welcome package or disclosure specific to the special offer, which is incorporated herein by reference.

6.5.1.3. Interest Rate Information. This is a tiered, variable rate Account, which may become eligible to earn interest depending on the amount of Foreign Currency held in this Access Account. The interest rate, APY, and tiers may change at any time without notice. Refer to the rate sheet you will receive in your welcome package, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your Access Account at the time it was opened. The daily balance for your Access Account will determine the interest rate tier for your Access Account, and that interest rate will apply to the entire balance in your Access Account. Please note, the APY does not reflect the potential capital gains or losses that may occur due to fluctuations in the currency market. We reserve the right to establish interest rates and APYs according to banking channel, geographical location, and account-opening date. Fees may reduce earnings.

6.5.1.4. Determination of Rate. In our sole discretion, we may change the interest rate or tiers on your Access Account.

6.5.1.5. Frequency of Rate Changes. We may change the interest rate or tiers on your Access Account at any time, without notice.

6.5.1.6. Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this Access Account.

6.5.1.7. Balance Computation Method. We use the daily balance method to calculate the interest on your Access Account. This method applies a daily periodic rate to the balance in the Access Account each day.

6.5.1.8. Compounding and Crediting Frequency. Interest will be compounded monthly and will be credited to your Access Account monthly in the currency in which your Access Account is denominated. If you notify us in writing or by telephone of your intention to close your Access Account and then close your Access Account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not notify us of your intention to close your Access Account and then close your Account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

6.5.1.9. Accrual of Interest On Non-Cash Deposits. If you deposit non-cash items (like checks) denominated in U.S. dollars to fund your foreign currency denominated WorldCurrency Accounts, your U.S. dollar deposit will be made to your Cash Management Account. Funds from U.S. dollar deposits will be available in accordance with the Funds Availability Disclosure in the Booklet. On the day your U.S. dollar funds are available, those funds will be transferred to your WorldCurrency Account for the Currency Exchange you have requested. Interest begins to accrue in your foreign currency denominated Account on the same day funds are transferred into the WorldCurrency Account. For U.S. dollar-denominated Access Accounts, non-cash deposits denominated in U.S. dollars begin to accrue interest no later than the Business Day we receive credit for the deposit of the non-cash item. We rely on the Federal Reserve Bank’s availability schedules to determine when credit for non-cash items has been received by us. If you make a deposit by a wire transfer of a foreign currency, interest begins to accrue on the Business Day after we receive your wire transfer. If you make a deposit by sending us a check payable in a foreign currency, interest generally begins to accrue on the second Business Day after we receive finally collected funds. This may take several weeks. See the Funds Availability Disclosure section in the Booklet for information on collection of foreign currency checks.

6.5.1.10. Transaction Limitations. As authorized by federal law, we reserve the right at any time to require at least seven days’ notice in writing before each withdrawal from this Access Account.

6.5.1.11. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for Access Account opening minimum deposits.

6.5.1.12. Fees. Refer to the Deposit Account Fee Schedule for a list of standard fees. For any monthly maintenance fee, see either (a) the rate sheet you will receive in your welcome package, which is incorporated herein by reference, at the time that you open your Access Account, or (b) the separate disclosure, which is incorporated herein by reference, that we will provide to you at least 30 days prior to imposing or changing any monthly maintenance fee on any Access Account that you have with us. We reserve the right to impose any monthly maintenance fee in our discretion, subject to the 30-day advance notice described above. The monthly maintenance fee, if any, will be charged in the Foreign Currency in which the applicable Access Account is denominated and will be based on the average daily balance in the Access Account for the period. The average daily balance is calculated by adding the principal in the Access Account for each day of the period and dividing that figure by the number of days in the period.

6.5.1.13. U.S. Dollar Account. In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, you hereby expressly consent to us opening a U.S. dollar-denominated Access Account in your name to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar-denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

6.5.1.14. Statements. Statements for this WorldCurrency Account will be available to you at least quarterly.

6.5.2. WorldCurrency Access® Deposit Account—Transaction

6.5.2.1. Exchange Rate Information. This Access Account may be used to hold funds denominated in a currency other than U.S. dollars. If you request funds in this Access Account to be denominated in a currency other than the currency sent to us to fund the Access Account, we will convert your funds using a Customer Exchange Rate. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information.

6.5.2.2. Interest Rate Information. This Access Account does not earn interest.

6.5.2.3. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

6.5.2.4. Fees. Refer to the Deposit Account Fee Schedule for a list of standard fees. For any monthly maintenance fee, see either (a) the rate sheet you will receive in your welcome package, which is incorporated herein by reference, at the time that you open your Access Account, or (b) the separate disclosure, which is incorporated herein by reference, that we will provide to you at least 30 days prior to imposing or changing any monthly maintenance fee on any Access Account that you have with us. We reserve the right to impose any monthly maintenance fee in our discretion, subject to the 30-day advance notice described above. The monthly maintenance fee, if any, will be charged in the Foreign Currency in which the applicable Access Account is denominated and will be based on the average daily balance in the Access Account for the period. The average daily balance is calculated by adding the principal in the Access Account for each day of the period and dividing that figure by the number of days in the period.

6.5.2.5. U.S. Dollar Account. In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, you hereby expressly consent to us opening a U.S. dollar-denominated Access Account in your name to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar-denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

6.5.2.6. Statements. Statements for this WorldCurrency Account will be available to you at least quarterly.

6.5.3. WorldCurrency® Certificate Of Deposit (CD) Account

6.5.3.1. Exchange Rate Information. This WorldCurrency CD Account will be used to hold funds denominated in a currency other than U.S. dollars. If you request funds in this WorldCurrency CD Account to be denominated in a currency other than the currency sent to us to fund the WorldCurrency CD Account, we will convert your funds using a Customer Exchange Rate. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information on funding your account and how we determine your Customer Exchange Rate.

6.5.3.2. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your WorldCurrency CD Account, if any, are set forth in the rate sheet you will receive in your welcome package or disclosure specific to the special offer, which is incorporated herein by reference.

6.5.3.3. Interest Rate Information. The interest rate and APY for this CD is fixed and will be paid from the date of the deposit until the maturity date of the CD. Refer to the rate sheet you will receive in your welcome package, which is incorporated herein by reference, for the interest rates and APYs applicable to your WorldCurrency CD Account at the time it was opened. The quoted APYs assume that interest will remain on deposit until maturity. Interest will be paid in the currency of the denomination of the CD. The APY does not reflect the potential capital gains or losses that may occur due to fluctuations in the currency market. We reserve the right to establish a rate schedule according to banking channel. Fees may reduce earnings.

6.5.3.4. 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 balance in the Account each day.

6.5.3.5. Compounding and Crediting Frequency. Interest does not compound and is credited to your WorldCurrency CD Account only at maturity. The Balance Computation Method (above) describes only how interest is calculated and does not mean that interest is compounded or that interest is credited prior to maturity. At maturity, you may elect to have your interest (a) added to your CD principal and rolled over to a new CD, (b) credited to an Access Deposit Account denominated in that Foreign Currency; or (c) converted to U.S. dollars at the applicable Customer Exchange Rate and credited to your Cash Management Account. If you close your WorldCurrency CD Account before interest is credited, you will not receive the accrued interest.

6.5.3.6. Accrual of Interest On Non-Cash Deposits. If you deposit non-cash items (like checks) denominated in U.S. dollars to fund your foreign currency denominated WorldCurrency Accounts, your U.S. dollar deposit will be made to your Cash Management Account. Funds from U.S. dollar deposits will be available in accordance with the Funds Availability Disclosure in the Booklet, subject to the terms of the WorldCurrency CD. On the day your U.S. dollar funds are available, those funds will be transferred to your WorldCurrency Account for the Currency Exchange or NDC Transaction you have requested. Interest begins to accrue in your foreign currency denominated Account on the same day funds are transferred into the WorldCurrency Account. For U.S. dollar-denominated Access Accounts, non-cash deposits denominated in U.S. dollars begin to accrue interest no later than the Business Day we receive credit for the deposit of the non-cash item. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you make a deposit by a wire transfer of a foreign currency, interest begins to accrue on the Business Day after we receive your wire transfer. If you make a deposit by sending us a check payable in a foreign currency, interest generally begins to accrue on the second Business Day after we receive finally collected funds. This may take several weeks. See the Funds Availability Disclosure section in the Booklet for information on collection of foreign currency checks.

6.5.3.7. Lock-In Rate. You may elect not to renew your WorldCurrency CD at maturity and withdraw your funds through a transaction that requires a Currency Exchange. In such a case, you may request that we Lock-In your currency conversion rate prior to maturity by contacting the Trading Desk by telephone or in writing. When you ask us and we agree to do this, we will offer you a Customer Exchange Rate that takes into consideration the current rates we believe we can obtain in the Wholesale Market and a Quoted Spread. In such a case, our currency specialist will quote your locked currency conversion price and you will have the opportunity to agree to the locked conversion price (the Lock-In Rate) or you can reject the price and continue to float with the market. You may exercise this Lock-In Rate option only once during the term of your WorldCurrency CD. After your Lock-In Rate is exercised, no further fluctuations in the currency conversion rate applicable to your WorldCurrency CD can occur during the term of your WorldCurrency CD. After exercising this option, we will send you written confirmation of your Lock-In Rate and the date it became effective. As a result of exercising the Lock-In option, your WorldCurrency CD will not automatically renew and you will be required to redeem your CD at maturity. If you Lock-In your currency conversion rate, and the standard rate available when your CD matures is more favorable than your Lock-In Rate, you will not be able to take advantage of that more favorable rate. However, if the standard rate we are able to offer when your CD matures is less favorable than your Lock-In Rate, your Lock-In Rate will allow you to preserve gains or reduce losses.

6.5.3.8. Early Withdrawal Penalties. You may not withdraw any part of the CD prior to maturity (an “Early Withdrawal”) without consent from us. In the event that extenuating circumstances exist, and you need the funds, we may allow an Early Withdrawal, imposing withdrawal penalties. In the event of an Early Withdrawal, we will either send a U.S. dollar check or place the funds into your U.S. dollar Cash Management Account. The Early Withdrawal penalty imposed by us is all interest accrued on the CD, beginning with the opening date of the CD, up to and including the Early Withdrawal date. In addition, the remaining value of the CD will be converted to U.S. dollars at a conversion price based on the conversion rates that we determine in our judgment to be available to us for your Foreign Currency at the time of the conversion, minus a conversion cost of up to 1.5%. It is possible that you may receive fewer U.S. dollars on Early Withdrawal than you originally deposited, due to the Early Withdrawal penalty and changes in currency values. The Early Withdrawal penalty will be waived in the event of the death or legal incompetence of all of the Account Holders shown in our records who are Rhode Island residents.

6.5.3.9. Withdrawal of Interest Prior To Maturity. You may not withdraw interest prior to the maturity of your WorldCurrency CD. Interest earned will be paid on the date of the maturity of your WorldCurrency CD Account in the Foreign Currency in which the WorldCurrency CD Account is denominated. The disclosed APY assumes that interest will remain on deposit until maturity.

6.5.3.10. Renewal Policies. Except as otherwise provided in the Booklet, your WorldCurrency CD Account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. However, you may select one of the following options by providing instructions to the Trading Desk at least three (3) Business Days prior to the CD maturity date:

1. liquidate your WorldCurrency CD Account (principal plus interest) upon maturity;
2. remove the interest and/or any portion of the principal and re-invest the remaining principal in a WorldCurrency CD of the same Foreign Currency and an additional term equal to the original term; or
3. elect to invest all or any portion of the funds from your maturing WorldCurrency CD in another Foreign Currency product or in the same WorldCurrency CD for a different maturity (subject to the terms and conditions, including, but not limited to, minimum opening balances, for any such different Foreign Currency product).

Note: If you do not contact the Trading Desk at least three (3) Business Days prior to the CD maturity date to provide specific maturity instructions, your WorldCurrency CD will be re-invested in a new WorldCurrency CD of the same Foreign Currency for the same term, at the current prevailing interest rate. There is no grace period after the maturity date of your WorldCurrency CD during which you may withdraw the funds in the WorldCurrency CD Account without being charged an Early Withdrawal penalty.

6.5.3.11. Transaction Limitations. You may not make any deposits into your WorldCurrency CD Account before maturity of the CD. You may not withdraw any part of the CD prior to maturity without our consent. If we do consent to a withdrawal prior to maturity, an Early Withdrawal penalty will be imposed as described above. As authorized by federal law, we reserve the right at any time to require at least seven days' notice in writing before each withdrawal from this WorldCurrency CD Account.

6.5.3.12. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

6.5.3.13. Fees. Refer to the Deposit Account Fee Schedule.

6.5.3.14. U.S. Dollar Account. In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, you hereby expressly consent to us opening a U.S. dollar-denominated Access Account in your name to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar-denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

6.5.3.15. Confirmations and Notices. You will receive (a) a confirmation of CD(s) purchased at the time your CD is opened which includes your maturity date and other important terms, (b) a maturity notice 30 days prior to the maturity date, and (c) a CD closing notice. You will also receive a closing confirmation and an opening confirmation when rolling over a WorldCurrency CD.

6.5.3.16. IRA CD Provisions. All withdrawals, including withdrawals that are part of a required minimum distribution, are subject to the Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information. To avoid penalties, purchase CDs only with money you will not need to access prior to the maturity date.

6.5.4. WorldCurrency® CD Basket

6.5.4.1. This WorldCurrency CD Basket Account will be used to hold funds denominated in a currency other than U.S. dollars. Each WorldCurrency CD Basket ("Basket") will consist of two or more separate CDs, depending on the terms of the Basket, each for a different Foreign Currency. The percentage of your deposited amount that will be allocated to each of the separate Foreign Currency CDs (the weighting) will depend on the terms of the particular Basket as are disclosed to you before you open the Basket. For example, if you deposit U.S. dollars and the terms for the Basket provide for four different Foreign Currencies with each weighted at 25%, then your deposited amount would be divided into four equal amounts and each portion would be converted into a separate Foreign Currency at the applicable Customer Exchange Rate.

6.5.4.2. Exchange Rate Information. Any required Currency Exchange when opening the WorldCurrency CD Basket Account would be performed at the then-applicable Customer Exchange Rate. If you want to make your deposit by sending us the applicable Foreign Currencies by wire transfer, we will tell you the amount of each Foreign Currency that we need to receive for the appropriate weighting of the entire Basket. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information on funding your account and how we determine your Customer Exchange Rate.

6.5.4.3. Special Offers. The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your WorldCurrency CD

Basket, if any, are set forth in the rate sheet you will receive in your welcome package or disclosure specific to the special offer, which is incorporated herein by reference.

6.5.4.4. Interest Rate Information. The interest rate and APY of the WorldCurrency CD Basket Account is fixed and will be paid from the date of the deposit until the maturity date of the component CDs. Refer to the rate sheet you received, which is incorporated herein by reference, for the interest rate and APY applicable to your WorldCurrency CD Basket Account. The APY does not reflect the potential capital gains or losses that may occur due to fluctuations in the currency market. We reserve the right to establish a rate schedule according to banking channel. Fees may reduce earnings.

6.5.4.5. Balance Computation Method. We use the daily balance method to calculate the interest on your component CDs. This method applies a daily periodic rate to the balance in the WorldCurrency CD Basket Account each day.

6.5.4.6. Compounding and Crediting Frequency. Interest does not compound and is credited to your component CDs only at maturity. The Balance Computation Method (above) describes only how interest is calculated and does not mean that interest is compounded or that interest is credited prior to maturity. Interest earned on each component CD of your Basket will be credited to your WorldCurrency CD Basket Account in the Foreign Currency of the component CD. At maturity, you may elect to have your interest (a) added to your component CD principal and rolled over to a new component CD; (b) credited to an Access Deposit Account denominated in that Foreign Currency; or (c) converted to U.S. dollars at the applicable Customer Exchange Rate and credited to your Cash Management Account. If you close your WorldCurrency CD Basket Account before interest is credited, you will not receive the accrued interest.

6.5.4.7. Lock-In Rate. You may elect not to renew your WorldCurrency CD Basket at maturity and withdraw your funds through a transaction that requires a Currency Exchange. In such a case, you may request that we Lock-In your currency conversion rates on all component Foreign Currencies prior to maturity by contacting the Trading Desk by telephone or in writing. When you ask us and we agree to do this, we will offer you Customer Exchange Rates on each component Foreign Currency that take into consideration the current rates that we believe we can obtain in the Wholesale Market and a Quoted Spread. In such a case, our currency specialist will quote your locked currency conversion price for each component Foreign Currency and you will have the opportunity to agree to the locked conversion prices (the Lock-In Rate) or you can reject the prices and continue to float with the market. You may exercise this Lock-In option only once during the term of your WorldCurrency CD Basket and only for all Foreign Currency components within the WorldCurrency CD Basket. After your Lock-In option is exercised, no further fluctuations in the currency conversion rates applicable to each component of your WorldCurrency CD Basket can occur during the term of your WorldCurrency CD Basket. After exercising your Lock-In option, we will send you written confirmation of your Lock-In Rates and the date they became effective. As a result of exercising the Lock-In option, your WorldCurrency CD Basket will not automatically renew and you will be required to redeem your CD at maturity. If you Lock-In your currency conversion rates, and any standard rate available when your CD matures is more favorable than any of your Lock-In Rates, you will not be able to take advantage of any of those more favorable rates. However, if the any standard rate we are able to offer when your CD matures are less favorable than any of your Lock-In Rates, your Lock-In Rate will allow you to preserve gains or reduce losses.

6.5.4.8. Accrual of Interest On Non-Cash Deposits. If you deposit non-cash items (like checks) denominated in U.S. dollars to fund your foreign currency denominated

WorldCurrency Accounts, your U.S. dollar deposit will be made to your Cash Management Account. Funds from U.S. dollar deposits will be available in accordance with the Funds Availability Disclosure in the Booklet. On the day your U.S. dollar funds are available, those funds will be transferred to your WorldCurrency Account for the Currency Exchange or NDC Transaction you have requested. Interest begins to accrue in your Foreign Currency denominated Account on the same day funds are transferred into the WorldCurrency Account. For U.S. dollar-denominated Access Accounts, non-cash deposits denominated in U.S. dollars begin to accrue interest no later than the Business Day we receive credit for the deposit of the non-cash item. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you make a deposit by a wire transfer of a Foreign Currency, interest begins to accrue on the Business Day after we receive your wire transfer. If you make a deposit by sending us a check payable in a Foreign Currency, interest generally begins to accrue on the second Business Day after we receive finally collected funds. This may take several weeks. See the Funds Availability Disclosure section in the Booklet for information on collection of Foreign Currency checks.

6.5.4.9. Early Withdrawal Penalties. You may not withdraw any part of a component CD prior to maturity without consent from us. In the event that extenuating circumstances exist, and you need the funds, we may allow an Early Withdrawal, imposing withdrawal penalties. In the event of an Early Withdrawal, we will either send a U.S. dollar check or place the funds into your U.S. dollar Cash Management Account. The withdrawal penalty imposed by us is all interest accrued on the CD, beginning with the opening date of the CD, up to and including the Early Withdrawal date. In addition, the remaining value of the CD will be converted to U.S. dollars at a conversion price based on the conversion rates that we determine in our judgment to be available to us for your Foreign Currency at the time of the conversion, minus a conversion cost of up to 1.5%. It is possible that you may receive fewer U.S. dollars on Early Withdrawal than you originally deposited, due to the Early Withdrawal penalties and changes in currency values. Early withdrawal penalties will be waived in the event of death or legal incompetence of all of the Account Holders shown in our records who are Rhode Island residents.

6.5.4.10. Withdrawal of Interest Prior To Maturity. You may not withdraw interest prior to the maturity of your WorldCurrency CD Basket. Interest earned will be paid on the date of the maturity of your WorldCurrency Basket component CDs in the Foreign Currency in which the component CD is denominated. The disclosed APY assumes that interest will remain on deposit until maturity.

6.5.4.11. Renewal Policies. Except as provided in the Booklet, your WorldCurrency CD Basket Account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. However, you may select one of the following options by providing instructions to the Trading Desk at least three (3) Business Days prior to the maturity date of the component CDs:

1. liquidate your WorldCurrency CD Basket Account (principal plus interest) upon maturity;
2. remove the interest and/or any portion of the principal and re-invest the remaining principal in the same WorldCurrency CD Basket with an additional term equal to the original term; or
3. elect to invest all or any portion of the funds from your maturing WorldCurrency CD Basket in another Foreign Currency product or in the same WorldCurrency CD Basket for a different maturity (subject to the terms and conditions, including, but not limited to, minimum opening balances, for any such different Foreign Currency product).

Note: If you do not contact the Trading Desk at least three (3) Business Days prior to the maturity date of the WorldCurrency CD Basket to provide specific maturity instructions, your WorldCurrency CD Basket will be re-invested in a the same WorldCurrency CD Basket for the same term, at the current prevailing interest rates on the component CDs. There is no grace period after the maturity date of your WorldCurrency CD Basket during which you may withdraw the funds in the WorldCurrency CD Basket without being charged an Early Withdrawal penalty.

6.5.4.12. Transaction Limitations. You may not make any deposits into your WorldCurrency CD Basket Account before maturity of the component CDs. You may not withdraw any part of the component CDs prior to maturity without our consent. If we do consent to a withdrawal prior to maturity, an Early Withdrawal penalty will be imposed as described above. As authorized by federal law, we reserve the right at any time to require at least seven days' notice in writing before each withdrawal from this WorldCurrency CD Basket Account.

6.5.4.13. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

6.5.4.14. Fees. Refer to the Deposit Account Fee Schedule.

6.5.4.15. U.S. Dollar Account. In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, you hereby expressly consent to us opening a U.S. dollar-denominated Access Account in your name to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar-denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

6.5.4.16. Confirmations and Notices. You will receive (a) a confirmation of CDs purchased at the time a component CD in a Basket is opened, which includes your maturity date and other important terms, (b) a maturity notice 30 days prior to the maturity date, and (c) a CD closing notice. You will also receive a closing confirmation and an opening confirmation when rolling over the component CD of a WorldCurrency Basket.

6.5.4.17. IRA CD Provisions. All withdrawals, including withdrawals that are part of a required minimum distribution, are subject to the Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information. To avoid penalties, purchase CDs only with money you will not need to access prior to the maturity date.

7.0. Specific Terms—MarketSafe® Certificate Of Deposit Accounts

These MarketSafe Certificate of Deposit (CD) Account Terms and Conditions are a part of your Account Agreement and include important disclosures and agreements related to your MarketSafe CD. MarketSafe CDs are indexed, U.S. dollar-denominated deposit accounts. Each MarketSafe CD issuance is accompanied by a Term Sheet that describes in detail the Reference Index and key dates related to the value of your account. In the event of a conflict between the Account Agreement and these MarketSafe CD Account Terms and Conditions, these Terms and Conditions control to the extent of the conflict. In the event of a conflict between these Terms and Conditions and the applicable Term Sheet, the Term Sheet provisions control to the extent of the conflict.

Refer to the applicable rate sheets and Deposit Account Fee Schedule for more important terms and conditions related to your account.

In addition to the specific terms, conditions and disclosures set forth below, some key risk considerations you should bear in mind before opening any MarketSafe CD Account are as follows:

THIS PRODUCT MAY NOT BE SUITABLE FOR SOME INDIVIDUALS. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU DO NOT HAVE THE INTENT OR ABILITY TO KEEP THIS PRODUCT FOR THE FULL TERM, AS EARLY WITHDRAWALS ARE NOT PERMITTED EXCEPT IN THE EVENT OF THE DEATH OR ADJUDICATION OF INCOMPETENCE OF THE ACCOUNTHOLDER. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU WANT PERFORMANCE TIED DIRECTLY TO THE APPLICABLE REFERENCE INDEX. YOU ARE NOT INVESTING IN A STOCK MARKET OR OTHER INDEX BY DEPOSITING YOUR MONEY IN THIS PRODUCT. PAST PERFORMANCE OF THE REFERENCE INDEX IS NO GUARANTEE OF FUTURE PERFORMANCE.

NOT ALL MARKETSAFE CDS PAY INTEREST. THE MARKETSAFE CD WILL EARN INTEREST ONLY IF DISCLOSED IN THE APPLICABLE TERM SHEET. IF INTEREST IS PROVIDED FOR IN THE TERM SHEET, YOU WILL RECEIVE INTEREST AS DISCLOSED THERE IN ADDITION TO ANY MARKET UPSIDE PAYMENT. ALWAYS REFER TO THE TERM SHEET FOR THE SPECIFIC PRODUCT ISSUE YOU ARE CONSIDERING, FOR INTEREST (IF ANY) AND REFERENCE INDEX INFORMATION SPECIFIC TO THAT MARKETSAFE CD.

YOU SHOULD CONSULT YOUR OWN TAX ADVISOR CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF OWNING THIS PRODUCT IN YOUR OWN PARTICULAR SITUATION, AS WELL AS ANY CONSEQUENCES UNDER THE LAWS OF OTHER RELEVANT TAXING JURISDICTIONS (INCLUDING THE INCOME TAX LAWS OF THE STATES AND LOCALITIES OF WHICH YOU ARE A RESIDENT OR IN WHICH YOU TRANSACT BUSINESS). PLEASE ALSO SEE THE “CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES” AND “INTEREST AND MARKET UPSIDE PAYMENT” SECTIONS OF THESE MARKETSAFE CERTIFICATE OF DEPOSIT ACCOUNT TERMS AND CONDITIONS.

7.1. Definitions And Meanings For MarketSafe CD Accounts

Capitalized terms as used with respect to MarketSafe CDs or MarketSafe Cash Accounts have the meanings provided in this section 7.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

7.1.1. “Annual Percentage Yield” or **“APY”** means a percentage rate reflecting the total amount of interest as calculated pursuant to the federal Truth in Savings Act.

7.1.2. “Business Day” means Monday through Friday, excluding federal holidays.

7.1.3. “Collected Funds” means funds collected by EverBank from the Depositor to open the MarketSafe CD. In order for funds to be considered collected and a Prospective Depositor to be eligible to open a MarketSafe CD, the Prospective Depositor must provide documents to open the MarketSafe Cash Account and/or MarketSafe CD as required by EverBank, and funds must be available to EverBank on or prior to the Issue Date according to the Funds Availability Disclosure in the Booklet.

7.1.4. “Deemed Interest Rate” means the rate at which funds are accrued and reported for U.S. federal income tax purposes.

7.1.5. “Deposit Amount,” with respect to any MarketSafe CD, means the total amount deposited by a holder of such MarketSafe CD that are Collected Funds.

7.1.6. “Depositor” means any person or entity that makes a deposit in a MarketSafe Cash Account and/or MarketSafe CD and who is an owner of such account. Within this section, references to “You” and its derivatives herein shall mean the Depositor and the applicable derivatives.

7.1.7. “Final Value Date” means the final date for calculations pertaining to your MarketSafe CD which may be subject to adjustment as described under the Market Disruption section below. The Final Value Date is disclosed in the Term Sheet.

7.1.8. “Funding Deadline” means the date on which EverBank ceases to accept applications and deposits for the purchase of a particular MarketSafe CD.

7.1.9. “Initial Market Value” means the beginning value of the Reference Index on the Initial Value Date.

7.1.10. “Initial Value Date” means the beginning date for calculations pertaining to your MarketSafe CD, as disclosed in the Term Sheet, which may be subject to adjustment as described under the Market Disruption section below or in the Term Sheet. This is also the date upon which the Product Term commences.

7.1.11. “Interest” means, with respect to MarketSafe CDs, the amount (if any) that EverBank will pay to the Depositor on the funds in the MarketSafe CD based on a periodic rate of return or APY, if any, but except as otherwise described in the applicable Term Sheet, does not include any Market Upside Payment. Not all MarketSafe CDs pay Interest. The amount of Interest (if any) will be determined, earned, credited and paid on the Maturity Date according to the calculation method disclosed in the Term Sheet. For purposes of the MarketSafe Cash Account, the interest and APY are addressed in Section 6.3.2, MarketSafe Cash Account.

7.1.12. “Issue Date” means the date on which a specific Product Issue is initiated and the MarketSafe CD is issued by EverBank to the Depositor.

7.1.13. “Market Disruption Event” means a disruption in the market that prevents the pricing and/or settlement of currencies or their associated derivatives or any other Reference Index components in accordance with the terms and conditions of a particular MarketSafe CD Term Sheet.

7.1.14. “MarketSafe Cash Account” means a deposit account with EverBank where the Depositor’s Collected Funds will be held during the period between deposit and the Issue Date for that MarketSafe CD.

7.1.15. “MarketSafe® CD” means MarketSafe Certificates of Deposit offered and/or issued by EverBank where all or a portion of the return is based on the performance of a defined Reference Index. MarketSafe CDs and their associated Reference Index and return computation methods are individually described in a Term Sheet specific to the MarketSafe CD Product Issue.

7.1.16. “Market Upside Payment” means a payment, if any, based on the performance in the Reference Index. The calculation and terms of the Market Upside Payment are set forth in the Term Sheet for the MarketSafe CD Product Issue you open.

7.1.17. “Maturity Amount,” with respect to any MarketSafe CD, means the Deposit Amount plus any Market Upside Payment, Interest, or other return as specified in the applicable Term Sheet.

7.1.18. “Maturity Date” means the completion date of the Product Term.

7.1.19. “Offering Bank or Advisor” means any bank or affiliate of such bank, or financial advisor, that has entered into a service agreement with EverBank to issue or sell MarketSafe CDs.

7.1.20. “Offering Period” means the period of time from the Opening Date to Funding Deadline.

7.1.21. “Opening Date” means the date on which EverBank begins to accept applications and deposit of funds from Depositors applying to purchase a particular MarketSafe CD Product Issue.

7.1.22. “Participation Factor” means a percentage of the Reference Index performance which applies to the Market Upside Payment calculation.

7.1.23. “Pricing Date(s)” means date(s) that determine the valuation of the Reference Index used in the current MarketSafe CD(s) Product Issue as outlined in the Term Sheet.

7.1.24. “Principal Protection” means the guaranteed return of your MarketSafe CD Deposit Amount. Principal Protection only applies to MarketSafe CDs held to maturity and is separate from Federal Deposit Insurance Corporation (FDIC) insurance, if any.

7.1.25. “Product Issue” means specific MarketSafe CDs designed by EverBank with unique design features, which may be subject to change from issue to issue, such as Reference Index(es), Product Term, Participation Factor, Reference Index value determination, Interest, Market Upside Payment, and/or other features unique to that Product Issue.

7.1.26. “Product Term” means the duration of the CD, as described in the Term Sheet, from the Initial Value Date to the Maturity Date.

7.1.27. “Prospective Depositor” means an individual or entity who has submitted an application to become a Depositor, but the deposit has not been initiated or accepted.

7.1.28. “Reference Index” means the index or indices on which the performance of any MarketSafe CD Product Issue is based as defined in the applicable Term Sheet.

7.1.29. “Term Sheet” means the complete description of the unique provisions applicable to each MarketSafe CD Product Issue. The Term Sheet for a Product Issue shall contain detailed information regarding the Reference Index, Participation Factor and return calculation method specific to that Product Issue and is incorporated herein by reference.

7.2. General MarketSafe CD Account Terms And Conditions

This General MarketSafe CD Account Terms and Conditions section sets forth general information about MarketSafe CDs and has not been approved by any governmental agency, nor has any state securities commission approved, recommended, or disapproved of these deposits or confirmed the accuracy or completeness of this document. MarketSafe CDs are deposit products and therefore are not subject to registration under the Securities Act of 1933, as amended, or the securities laws of any state. The information contained herein may not be modified by any oral representation made prior or subsequent to the purchase of any MarketSafe CDs. You must rely on your own assessment of the offering and the merits and risks involved, for making any deposit to a MarketSafe CD Account.

7.2.1. Basic Provisions

7.2.1.1. All MarketSafe CDs offered by EverBank have returns that are based in part on, or are tied to, a Reference Index. The Reference Index for each MarketSafe CD is defined in the Term Sheet for that CD. Depositor funds held in a MarketSafe CD are held in United States dollars.

7.2.1.2. MarketSafe CDs are available from time to time from EverBank as issuer. The MarketSafe CDs issued by EverBank are the obligations solely of EverBank, and are not obligations of and are not guaranteed by, any other Offering Bank or Advisor, or any affiliate of EverBank.

7.2.1.3. Applications for MarketSafe CDs are subject to acceptance and confirmation by EverBank. The MarketSafe CDs are being offered by EverBank subject to EverBank's right to reject orders in whole or in part and subject to certain other conditions.

7.2.2. No Additional Deposits

No additional deposits may be made to a MarketSafe CD after the Issue Date of the CD.

7.2.3. Bank Procedure

7.2.3.1. Funds Held Prior To Issue Date. EverBank will accept applications and deposits for MarketSafe CDs during the Offering Period for such MarketSafe CDs. During the Offering Period, funds that you designate for the MarketSafe Product Issue will be held in an interest earning MarketSafe Cash Account at EverBank, opened on your behalf to hold funds until the Issue Date. On the Issue Date, EverBank will transfer the funds from the MarketSafe Cash Account into the MarketSafe CD, including interest earned up to the Issue Date.

7.2.3.2. Issue Date. EverBank does not guarantee or warrant that any orders received shall be executed on any specific Issue Date, and in no event shall EverBank assume any liability for any direct compensatory, special, punitive, indirect or consequential damages, including lost profits, as a result of any failure on the part of EverBank to issue any MarketSafe CD on any specific Issue Date. The Product Term for each MarketSafe CD will commence on the Initial Value Date for the specific MarketSafe CD.

7.2.3.3. Execution of Orders. A MarketSafe CD is only issued on the Issue Date as described in the Term Sheet for that MarketSafe CD, as determined by EverBank. EverBank reserves the right to change the Funding Deadline, Issue Date and corresponding Maturity Date to a later date in the event that an issue is undersubscribed. In the event that the Issue Date does not fall on a Business Day, the Issue Date shall be the Business Day immediately following the proposed Issue Date. EverBank must receive Collected Funds from a Prospective Depositor no later than the close of business on the Funding Deadline to enable EverBank to issue the MarketSafe CD on the Issue Date. Terms contained in the Term Sheet are subject to change up until the Funding Deadline. In addition, EverBank does not guarantee or warrant that any orders received shall be executed on any specific Issue Date or that any specific Initial Value Date will be applicable, and in no event shall EverBank assume any liability for any direct compensatory, special, punitive, indirect or consequential damages, including lost profits, as a result of any failure on the part of EverBank to issue any MarketSafe CD, on any specified proposed date or for the failure of any particular Initial Value Date to be applicable. EverBank reserves the right to cancel an undersubscribed MarketSafe

CD issue prior to the Issue Date. In the event of cancellation of an issue, funds held in a MarketSafe Cash Account will be returned to you, including any accrued interest.

7.2.3.4. Verification of Pricing Dates. The Pricing Dates for this product, method of calculation and market measures, together with the relevant Reference Index are stated in the Term Sheet for the specific MarketSafe CD. The Initial Market Value of the Reference Index will be stated in the Product Issue confirmation EverBank provides you when the MarketSafe CD is issued.

7.2.4. Principal Protection

MarketSafe CDs, if held to the Maturity Date, will have a guaranteed return of the Deposit Amount ("Principal Protection"). Principal Protection is not available if you for any reason withdraw funds from the MarketSafe CD prior to the Maturity Date. Please see the "Penalty and Loss of Principal Protection for Early Withdrawals" section below for additional details and limitations.

7.2.5. Penalty And Loss Of Principal Protection For Early Withdrawals

Except in the event of death or adjudication of incompetence of the holder of the MarketSafe CD, you may not withdraw any part of the CD prior to maturity (any such withdrawal prior to maturity, an "Early Withdrawal"). YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU DO NOT HAVE THE INTENT OR ABILITY TO KEEP THIS PRODUCT FOR THE FULL TERM.

Early Withdrawals do NOT receive Principal Protection and are NOT subject to any upside potential of the Reference Index. You also will NOT receive any interest on the MarketSafe CD if you make any withdrawal prior to the Maturity Date.

7.2.5.1. Early Withdrawal Price. The amount you will receive from your MarketSafe CD if you withdraw early, called the "Early Withdrawal Price," will be determined by EverBank in its sole discretion. In determining the Early Withdrawal Price, EverBank will consider a number of different variables which may include, but are not limited to: (a) the termination value, cost of liquidating or the volatility of any of the hedges EverBank or any of its affiliates entered into in connection with the applicable MarketSafe CD; (b) the then-current value of the Reference Index on the date of the Early Withdrawal and its relation to the Initial Market Value; (c) interest rates or anticipated interest rates for the period from the date of Early Withdrawal to the Maturity Date; (d) the projected dividend yield of the Reference Index; (e) the volatility of the Reference Index; and (f) the period of time between the date of the Early Withdrawal and the Maturity Date.

THE EARLY WITHDRAWAL PRICE WILL BE COMPUTED DIFFERENTLY FROM THE MATURITY AMOUNT AND IS LIKELY TO DIFFER, PERHAPS SIGNIFICANTLY, FROM THE MATURITY AMOUNT.

7.2.6. FDIC Insurance From Bank Insolvency

Funds in your MarketSafe CD are eligible for insurance coverage by the FDIC. The total amount of insurance coverage you have at EverBank depends on the number of accounts you have with us and the ownership categories of those accounts. If you would like additional information on FDIC insurance, you may ask us or contact the FDIC (see www.fdic.gov).

7.2.7. Fees

There are no monthly or other periodic maintenance fees for the MarketSafe CD. Other fees may apply for bank services you use in connection with a MarketSafe CD. See our Deposit Account Fee Schedule available on our website at everbank.com for General Service Fees that may apply. See also Section 7.2.5., "Penalty and Loss of Principal Protection for Early Withdrawals" for fees and penalties associated with Early Withdrawals.

7.2.8. Interest And Market Upside Payment

The calculation and terms of the Market Upside Payment are set forth in the Term Sheet for the MarketSafe CD you open. Each Product Issue may be tied to a different Reference Index and/or may involve a different interest calculation. Except for interest income that is imputed for U.S. federal income tax purposes, interest on the MarketSafe CDs, if any, will be determined, earned, credited and paid on the Maturity Date as defined and disclosed in the Term Sheet. No interest will be earned, credited or payable prior to the Maturity Date. Notwithstanding anything herein to the contrary, in the event that the Maturity Date is not a Business Day, payments due on the MarketSafe CDs shall be due and payable on the immediately succeeding Business Day, without interest for such deferral. The amount of interest on the MarketSafe CDs, if any, may or may not exceed the interest that could be earned on a conventional fixed rate certificate of deposit of similar maturity and other terms and conditions.

7.2.9. Index Information

7.2.9.1. The Reference Index. The performance of the MarketSafe CD will be tied to a specific Reference Index. The Term Sheet shall contain detailed information regarding the Reference Index.

7.2.9.2. Disclaimer. Any third-party trademark associated with the Reference Index is licensed or otherwise permitted for use by EverBank.

The Reference Index service or trademark may be a registered service or trademark of a Reference Index licensor as disclosed on the Term Sheet. Such a Reference Index licensor has no relationship to EverBank, other than the licensing of the Reference Index and its service or trademarks for use in connection with MarketSafe CDs. Reference Index licensors do not:

- Sponsor, endorse, sell or promote MarketSafe CDs;
- Recommend that any person deposit funds in MarketSafe CDs or any other product;
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of MarketSafe CDs;
- Have any responsibility or liability for the administration, management or marketing of MarketSafe CDs; or
- Consider the needs of the MarketSafe CDs or the owners of the MarketSafe CDs in determining, composing or calculating the Reference Index or have any obligation to do so.

Reference Index licensors will not have any liability in connection with MarketSafe CDs. Specifically, Reference Index licensors do not make any warranty, express or implied, and Reference Index licensors disclaim any warranty or liability for:

- The results to be obtained by the MarketSafe CDs, the owner of the MarketSafe CDs or any other person in connection with the use of the Reference Index and the data included in the Reference Index;
- The accuracy or completeness of the Reference Index and its data;
- The merchantability and the fitness for a particular purpose or use of the Reference Index and its data;
- Any errors, omissions or interruptions in the Reference Index or its data; or
- Any lost profits or indirect, punitive, special or consequential damages or losses, even if Reference Index licensor knows that they might occur.

7.2.9.3. Contingency Plans for Cessation of or Material Change to a Reference Index. In the event that a Reference Index (or any component of the Reference Index) is materially changed or not calculated on any relevant date or the Reference Index (or any component of the Reference Index) ceases to exist or is materially changed during the term of a MarketSafe CD, EverBank shall select as a substitute index a comparable index which, in the reasonable judgment of EverBank, is based on information substantially the same as and calculated in a similar manner as was the Reference Index (or the relevant component of the Reference Index), and in such event, the Reference Index (or the relevant component of the Reference Index) at any time shall be the value of such substitute index at such time. In the event that, prior to the Maturity Date, a Reference Index licensor or component provider makes a change in the formula or the method of calculating a particular Reference Index (or a component of the Reference Index) or in any other way modifies the Reference Index (or a component of the Reference Index) in a way that in EverBank's view is material, EverBank will make such calculations as may be determined by it to be appropriate to calculate a value that will be used as the Reference Index for purposes of calculating the return, if any, on the MarketSafe CDs.

7.2.9.4. Market Disruption. A disruption in the market that prevents the pricing and/or settlement of currencies or their associated derivatives or any other Reference Index components in accordance with the terms and conditions of a particular Term Sheet is a "Market Disruption Event." If a Market Disruption Event occurs, the date of the Initial Value Date or the Final Value Date or other relevant pricing date may be adjusted as described in the Term Sheet for the specific MarketSafe CD. In addition, if a Market Disruption Event occurs on the Initial Value Date, EverBank may elect not to issue the MarketSafe CDs.

7.2.10. Maturity Information

A MarketSafe CD is not a renewable deposit and will not automatically renew at maturity. At maturity, MarketSafe CD funds will automatically be paid into your Cash Management Account. If your Cash Management Account is an interest-bearing account, then interest will be paid after maturity. However, if your Cash Management Account is a non-interest-bearing account, then interest will not be paid after maturity. In the event that at maturity you do not have a U.S. dollar-denominated Account with us that is serving as your Cash Management Account, you hereby expressly consent to us opening an interest-bearing, U.S. dollar-denominated Access Account in your name to serve as your Cash Management Account. Please see the WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

7.2.11. Risk Considerations

7.2.11.1. Suitability. PLEASE NOTE THAT THIS PRODUCT MAY NOT BE SUITABLE FOR SOME INDIVIDUALS. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU DO NOT HAVE THE INTENT OR ABILITY TO KEEP THIS PRODUCT FOR THE FULL TERM. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU WANT PERFORMANCE TIED DIRECTLY TO THE APPLICABLE REFERENCE INDEX. YOU ARE NOT INVESTING IN A STOCK MARKET OR ANY OTHER INDEX BY DEPOSITING YOUR MONEY IN THIS PRODUCT. PAST PERFORMANCE OF THE REFERENCE INDEX IS NO GUARANTEE OF FUTURE PERFORMANCE.

7.2.11.2. Tax Considerations. For U.S. federal income tax purposes, EverBank intends to treat a MarketSafe CD as a "contingent payment debt instrument" subject to taxation under the "noncontingent bond method." Accordingly, a U.S. holder of a MarketSafe CD will be required to accrue interest income on a MarketSafe CD in its gross income each year on a constant yield to maturity based on a comparable yield in accordance with the original issue discount rules (subject to adjustment to reflect differences between actual and projected payments). The Depositor should also be aware that, for purposes of calculating the interest, if any, payable on the MarketSafe CD(s) at maturity, appreciation will be determined based upon the Product Calculation Rules noted in the Term Sheet, and treated for U.S. federal income tax purposes as ordinary income, not capital gains. Please also see the “Certain U.S. Federal Income Tax Consequences” and “Interest and Market Upside Payment” sections of this disclosure.

7.2.11.3. Bank Hedging and Other Permitted Transactions. EverBank, or an affiliate thereof, expects to enter into transactions with respect to the Reference Index in order to hedge EverBank’s exposure with respect to the MarketSafe CDs and may adjust its positions on the Reference Index from time to time. In addition, EverBank and its affiliates may from time to time engage in permissible transactions in the Reference Index and its underlying components for EverBank’s accounts and other accounts under its management. While EverBank and such affiliates do not expect these transactions to affect the value of the Reference Index in a material way, no assurance can be given that such transactions will not affect the Reference Index in a manner that could be adverse to holders of MarketSafe CDs.

7.2.12. Certain U.S. Federal Income Tax Consequences

7.2.12.1. General. The following is a summary of certain U.S. federal income tax considerations that may be relevant to you if you are a U.S. citizen or resident alien. This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change that, in some cases, may have retroactive effect. This summary applies only if you hold MarketSafe CDs as a capital asset and does not address tax considerations that apply to you if:

- You are a nonresident alien,
- You are a foreign corporation,
- You are a foreign estate or trust,
- You are a foreign partnership, or
- You hold the Product Issue as part of an integrated financial strategy (including a “straddle”) comprised of the Product and one or more other positions.

YOU SHOULD CONSULT YOUR OWN TAX ADVISOR CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF OWNING THIS PRODUCT IN YOUR OWN PARTICULAR SITUATION, AS WELL AS ANY CONSEQUENCES UNDER THE LAWS OF OTHER RELEVANT TAXING JURISDICTIONS (INCLUDING THE INCOME TAX LAWS OF THE STATES AND LOCALITIES OF WHICH YOU ARE A RESIDENT OR IN WHICH YOU TRANSACT BUSINESS).

PLEASE BE ADVISED THAT (A) THIS SUMMARY AND ANY OTHER TAX DISCUSSION CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR STATE OR LOCAL TAX LAW AND (B) THIS SUMMARY IS WRITTEN TO SUPPORT THE PROMOTING OR MARKETING BY EVERBANK OF THIS PRODUCT.

7.2.12.2. Long Term Contingent Market Linked Deposits. There are significant tax implications if you do not hold this product in a qualified tax deferred account. For

U.S. federal income tax purposes, EverBank intends to treat a MarketSafe CD as a "contingent payment debt instrument" subject to taxation under the "noncontingent bond method." Under U.S. federal income tax regulations applicable to contingent payment debt instruments such as the product, you are required to include on your federal income tax return as interest income an amount of original issue discount ("OID") for each year that you hold the product, even though actual interest payments on the product (if any) will not be made until maturity. The Deemed Interest Rate is used to determine accruals of interest for tax purposes only and are not assurances by EverBank with respect to the actual yield of, or payments to be made in respect of, the MarketSafe CD. Further, the Deemed Interest Rate does not necessarily represent EverBank's expectations regarding such yield or the amount of such payments. The amount of OID is calculated by accruing interest compounded annually on the principal amount of the product, and then allocating to each day of each year you hold the product a ratable portion of the interest that accrues in such year. The Deemed Interest Rate will be based on an assumed interest rate that will be fixed following the Issue Date of the product. For each calendar year prior to the year in which the MarketSafe CD matures, during which you hold the product, EverBank will issue you an IRS Form 1099-OID after the end of each year that will report the amount of interest that you are deemed to receive on the product. These amounts will also be reported to the Internal Revenue Service.

BECAUSE YOU MAY NOT WITHDRAW FUNDS DEPOSITED IN THE PRODUCT PRIOR TO MATURITY AND WILL NOT RECEIVE ACTUAL PAYMENTS OF INTEREST PRIOR TO MATURITY, YOU MUST BE PREPARED TO PAY INCOME TAX ON THIS INTEREST INCOME WITH ANOTHER SOURCE OF FUNDS. BECAUSE OF THE RULES THAT APPLY IF YOU HOLD THE PRODUCT OUTSIDE OF A QUALIFIED TAX DEFERRED ACCOUNT, IT IS POSSIBLE THAT YOU WILL BE REQUIRED TO PAY TAX ON INTEREST INCOME THAT YOU NEVER RECEIVE. IN THIS EVENT, HOWEVER, YOU SHOULD BE ENTITLED TO DEDUCT THE EXCESS AMOUNT AS AN ORDINARY LOSS IN THE YEAR OF MATURITY.

If at maturity the amount of interest actually paid on the MarketSafe CD is greater than the OID reported to you as interest on the MarketSafe CD in prior years, you must report this amount as income for the year of maturity. You will receive a Form 1099-OID from EverBank reporting this amount. If the OID reported to you in prior years exceeds the total interest payable at maturity, you will not report any interest income upon the maturity of the MarketSafe CD. You should be entitled to claim an ordinary loss in the year of maturity equal to the excess of the previously reported OID over the amount of interest you actually receive. If this amount exceeds your income after other deductions for the year, the excess may be carried over and deducted in subsequent years.

EVERBANK WILL NOT PROVIDE YOU WITH A STATEMENT RECONCILING THE AMOUNTS OF INTEREST YOU ARE DEEMED TO RECEIVE UNDER THE OID RULES ON THE PRODUCT AND THE AMOUNTS OF INTEREST YOU ACTUALLY RECEIVE ON THE PRODUCT, THUS, AS THE OID REPORTED TO YOU IN PRIOR YEARS MAY EXCEED THE TOTAL INTEREST PAYABLE TO YOU AT MATURITY, IT IS CRUCIAL THAT YOU RETAIN FOR YOUR TAX RECORDS EACH FORM 1099-OID YOU RECEIVE OVER THE TERM OF THE PRODUCT OR OTHERWISE MAINTAIN RECORDS THAT WILL ALLOW YOU TO CALCULATE THE AMOUNT OF ANY GAIN OR LOSS YOU MAY CLAIM IN THE YEAR OF MATURITY. YOU WILL NEED TO CONSULT WITH YOUR TAX ADVISOR REGARDING THE APPROPRIATE MANNER TO CLAIM ANY SUCH GAIN OR LOSS IN THE YEAR OF MATURITY.

7.2.13. Other Tax-Related Matters

7.2.13.1. Issues upon Death. In the event that a Depositor dies prior to the Maturity Date, and a subsequent beneficial owner and/or authorized holder elects to exercise the Early Withdrawal option, the owner/holder may be precluded from recovering the benefit of any taxes paid on this MarketSafe CD by the decedent/owner during his/her lifetime.

7.2.13.2. Backup Withholding Tax. Certain non-corporate U.S. holders may be subject to backup withholding tax on payments of the interest on, and the proceeds from a disposition of, MarketSafe CDs. Backup withholding tax will be imposed only if the holder (a) fails to furnish its taxpayer identification number ("TIN") which, for an individual, would be his or her Social Security number, (b) furnishes an incorrect TIN, (c) is notified by the Internal Revenue Service that it has failed to properly report payments of interest or dividends or (d) under certain circumstances, fails to certify, under penalty of perjury, that it has furnished a correct TIN and has not been notified by the Internal Revenue Service that it is subject to backup withholding tax for failure to report interest or dividend payments. Holders of MarketSafe CDs should consult their tax advisors regarding their qualification for exemption from backup withholding tax and the procedure for obtaining such an exemption if applicable. The amount of any backup withholding tax imposed on a payment to a holder of a MarketSafe CD will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is furnished to the Internal Revenue Service.

7.2.13.3. Non U.S. Depositors. A beneficial owner of a MarketSafe CD that is, with respect to the United States, a nonresident alien individual or foreign corporation should not be subject to any U.S. federal income or withholding tax in respect of income or any payments on a MarketSafe CD, provided that income in respect of the MarketSafe CD is not effectively connected with the conduct by such foreign depositor of a trade or business within the United States. Such income and payments should also be exempt from information reporting on form 1099-OID and backup withholding tax if the foreign depositor provides EverBank (either directly or indirectly through a financial institution holding a MarketSafe CD as nominee for the foreign depositor) with an Internal Revenue Service Form W-8BEN (or a substitute statement in a form substantially similar to the Form W-8BEN) in which the foreign depositor states his or its name and address and certifies, under penalty of perjury, that he or it is the beneficial owner of the MarketSafe CD and is not an individual citizen or resident of the United States, an entity formed in the United States or otherwise treated as a United States person for U.S. federal income tax purposes. In general, a non-U.S. partnership, trust or other flow-through vehicle will be required to provide such certification (or the TIN referred to in the Backup Withholding Tax section above) on behalf of its partners, beneficiaries, or other beneficial owners in order to establish an exemption from information reporting and backup withholding tax. Any gain or income realized upon the sale, exchange or other disposition of an MarketSafe CD (including upon an Early Withdrawal or the repayment of the MarketSafe CD on the Maturity Date) by a beneficial owner of an MarketSafe CD that is, with respect to the United States, a nonresident alien individual or foreign corporation should not be subject to U.S. federal income or withholding tax if (a) such gain or income is not effectively connected with the conduct of a trade or business by the foreign depositor in the United States and (b) in the case of a nonresident alien depositor such depositor is not present in the United States for 183 days or more in the taxable year of the disposition.

POTENTIAL DEPOSITORS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF EXERCISING THE EARLY WITHDRAWAL PROVISION UPON DEATH OR ADJUDICATION OF LEGAL INCOMPETENCE, AS WELL AS ANY OTHER TAX CONSEQUENCES THAT MAY EXIST UNDER THE LAWS OF OTHER JURISDICTIONS RELEVANT TO THIS ISSUE.

7.3. Specific Terms For MarketSafe Accounts

7.3.1. MarketSafe Certificate Of Deposit (CD) Account

7.3.1.1. Interest Rate Information. Refer to the Term Sheet for this product for information on any APY or interest rate. Not all MarketSafe CDs pay Interest.

7.3.1.2. Balance Computation Method. Refer to the Term Sheet for this product for information on the balance computation method.

7.3.1.3. Compounding and Crediting Frequency. Refer to the Term Sheet for this product for information on interest compounding and crediting frequency.

7.3.1.4. Early Withdrawal Penalties. Except in the event of death or adjudication of incompetence of the holder of the MarketSafe CD, you may not withdraw any part of the CD prior to Maturity. **Early Withdrawals do NOT receive Principal Protection and are NOT subject to any upside potential of the Reference Index. You also will NOT receive any interest on the MarketSafe CD if you make any withdrawal prior to the Maturity Date.** The Early Withdrawal Price, which will reflect a penalty for Early Withdrawal, will be determined by EverBank in its sole discretion. In determining the Early Withdrawal Price, EverBank will consider a number of different variables that may include, but are not limited to: (a) the termination value or cost of liquidating or the volatility of any of the hedges EverBank or any of its affiliates entered into in connection with the applicable MarketSafe CD; (b) the then-current value of the Reference Index on the date of the Early Withdrawal and its relation to the Initial Market Value; (c) interest rates or anticipated interest rates for the period from the date of Early Withdrawal to the Maturity Date; (d) the projected dividend yield of the Reference Index; (e) the volatility of the Reference Index; and (f) the period of time between the date of the Early Withdrawal and the Maturity Date.

7.3.1.5. Withdrawal of Interest Prior To the Maturity Date. There is no interest earned, credited or available for withdrawal prior to the Maturity Date.

7.3.1.6. Renewal Policies. This CD does not renew automatically. Upon the Maturity Date, you may apply for another MarketSafe CD Product Issue if we are offering one at the time. Upon maturity, proceeds will be directed to your dedicated Cash Management Account. If your Cash Management Account is an interest-bearing account, then interest will be paid after maturity. However, if your Cash Management Account is a non-interest-bearing account, then interest will not be paid after maturity. In the event that at maturity you do not have a U.S. dollar-denominated Account with us that is serving as your Cash Management Account, you hereby expressly consent to us opening an interest-bearing, U.S. dollar-denominated Access Account in your name to serve as your Cash Management Account. Please see the WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

7.3.1.7. Transaction Limitations. You may not make any additional deposits into this MarketSafe CD Account after opening the account. Except in the event of death or adjudication of incompetence of the holder of the MarketSafe CD, you may not withdraw any part of the CD prior to the Maturity Date.

As authorized by federal law, we reserve the right at any time to require at least seven days' notice in writing before each withdrawal from this account.

7.3.1.8. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

7.3.1.9. Fees. There are no monthly or other periodic maintenance fees for the MarketSafe CD. Other fees may apply for bank services you use in connection with this account. See our Deposit Account Fee Schedule available on our website for General Service Fees that may apply.

7.3.1.10. Statements. At the time your CD is opened, you will receive a confirmation of the CD(s) purchased, incorporated herein by reference, which sets forth your Maturity Date and other important terms. You will receive a maturity notice prior to the expiration of the CD term.

7.3.2. MarketSafe Cash Account

7.3.2.1. General Information. The MarketSafe Cash Account is a temporary deposit account where your Collected Funds will be held during the period of time between your deposit and the Issue Date for that MarketSafe CD.

7.3.2.2. Interest Rate Information. This is a variable rate account. The interest rate and annual percentage yield (APY) may change. For current interest rates and APYs, visit our website or you may call the client solutions team. The rate and APY for the MarketSafe Cash Account is that which is quoted on our website for the highest tier of our EverBank Performance Cash Management Account. We reserve the right to establish a rate schedule according to banking channel and service level. Fees may reduce earnings.

7.3.2.3. Determination of Rate. In our sole discretion, we may change the interest rate on your MarketSafe Cash Account.

7.3.2.4. Frequency of Rate Changes. We may change the interest rate on your MarketSafe Cash Account at any time, without notice.

7.3.2.5. Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this MarketSafe Cash Account.

7.3.2.6. Balance Computation Method. We use the daily balance method to calculate the interest on your MarketSafe Cash Account. This method applies a daily periodic rate to the balance in the MarketSafe Cash Account each day.

7.3.2.7. Compounding and Crediting Frequency. Interest will be compounded monthly and will be credited to your MarketSafe Cash Account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you submit a request to close your MarketSafe Cash Account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your MarketSafe Cash Account and then close your MarketSafe Cash Account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

7.3.2.8. Transaction Limitations. As authorized by federal law, we reserve the right to require at any time at least seven days' notice in writing before each withdrawal from this MarketSafe Cash Account.

7.3.2.9. Minimum Balance Requirements. Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

7.3.2.10. Fees. There are no monthly or other periodic maintenance fees for the MarketSafe Cash Account. Other fees may apply for bank services you use in connection with this MarketSafe Cash Account. See our Deposit Account Fee Schedule available on our website for General Service Fees that may apply.

7.3.2.11. Statements. Statements will be available to you at least quarterly.

8.0. Specific Terms–Metals Select® Accounts

These Metals Select Account Terms and Conditions are a part of your Account Agreement and include important disclosures and agreements related to your Metals Accounts (defined below). In the event of a conflict between the Account Agreement and these Metals Select Account Terms and Conditions, these Terms and Conditions control to the extent of the conflict.

Refer to the applicable rate sheets and Deposit Account Fee Schedule for more important terms and conditions related to your account.

Metals Select products:

Are not FDIC insured	Are not bank or government guaranteed	Are not deposits	May lose value

Purchasing or owning metals involves degrees of risk that make them unsuitable for certain individuals. You should carefully consider the suitability of such metals before making any decision. Metals Select transactions will not occur until your account is approved and sufficient funds are available.

8.1. Definitions And Meanings Specific To Metals Accounts

Capitalized terms as used with respect to Metals Accounts have the meanings provided in this section 8.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

8.1.1. "Allocated Account" means an account in which you own specific allocated and identified quantities and types of Precious Metals (defined below). An Allocated Account includes an account that temporarily holds your Precious Metals that are to be delivered immediately, although such accounts can be used again to hold more allocated Precious Metals or to receive Precious Metals for delivery.

8.1.2. "Allocated Cut-Off Time" means 4 p.m. (ET) on a Business Day.

8.1.3. "Business Day" means Monday through Friday, except federal holidays and any day of the week that trading in the Precious Metal that you are attempting to buy or sell is not open. Holidays in foreign countries and in locations where some Precious Metals are traded do not necessarily coincide with days that businesses are open in the United States. If you have a question about a Business Day, contact the World Markets Trading Desk for clarification at 1.800.926.4922.

8.1.4. "Close of Business" means, for Business Days, 5:30 p.m. (ET) on Monday through Thursday and 4 p.m. (ET) on Fridays.

8.1.5. "Customer Price" means the price at which we sell Precious Metals to you or buy Precious Metals from you. See Section 8.3.3 of these Metals Select Account Terms and Conditions for more information about the Customer Price.

8.1.6. "Dealer Fee" means the fee charged to EverBank by third-party dealers in connection with the purchase or sale of Precious Metals. The Dealer Fees may vary at the discretion of the dealers without advance notice. The cost of each Dealer Fee is passed on to you and is a component of your Customer Price.

8.1.7. "Dealer Quote" means the price that a third-party dealer quotes to us for the purchase or sale of a Precious Metal upon request. Dealer Quotes vary at the discretion of the dealers, are not published, and do not include Dealer Fees.

8.1.8. "Lock-In Price" means the Customer Price for a purchase or sale of Precious Metals for an Allocated Account that we will use if you ask us and we agree to establish ("Lock-In") your Customer Price prior to the Business Day that would have been your Pricing Date if we did not Lock-In your price.

8.1.9. "Metals Account" means any Metals Select Account that holds Precious Metals held in custody by us, including an Allocated Account and/or an Unallocated Account (as defined below). A Metals Account may hold any Precious Metals that you buy from us and certain other Precious Metals that we, in our sole discretion, allow to be held in the account.

8.1.10. "Precious Metals" refers to gold, silver, palladium and platinum products you purchase from or sell to us including, without limitation, bars, ingots, coins and/or bags of coins.

8.1.11. "Pricing Date" means the Request Date, in the case of Allocated Accounts. For Unallocated Accounts, it means the Business Day following the Request Date.

8.1.12. "Repositories" refers to third-party storage facilities where Precious Metals are held by us in custody or for our own inventory. Repositories may be located in the U.S. or outside the U.S.

8.1.13. "Request" means you ask us to sell or buy Precious Metals for your Metals Account.

8.1.14. "Request Date" means the Business Day on which we consider your Request to have been received. Requests received before the Allocated Cut-Off Time or the Unallocated Cut-Off Time (respectively) are considered received that Business Day. Requests received after the Allocated Cut-Off Time or the Unallocated Cut-Off Time (respectively), or on a day that is not a Business Day, are considered received on the next Business Day.

8.1.15. "Spot Price" means any published third-party price for Precious Metals which may include, but is not limited to prices published by Bloomberg, Reuters and the Wall Street Journal. Spot Prices are generally only available for large volume transactions conducted by institutional investors at a specific point in time and are generally not the same as Customer Prices or the Wholesale Prices available to EverBank.

8.1.16. "Spread" means the difference between the Wholesale Price and the Customer Price. The Spread will be no more than one percent (1%) of the Wholesale Price in effect at the time you buy Precious Metals from us or we buy Precious Metals from you, although we reserve the right for the Spread to be higher if we agree to give you a Lock-In Price for Allocated Precious Metals, as described in Section 8.3.3.5.

8.1.17. "Trading Desk" means the EverBank World Markets trading desk.

8.1.18. "UCC" means the Florida Uniform Commercial Code, Fl. Stat. Ann. § 678.1011, et seq., as amended from time to time.

8.1.19. "Unallocated Account" means a Metals Account where we hold on your behalf an unallocated or undivided interest in a pool of Precious Metals. In an Unallocated Account, you do not own specific allocated bars or coins of Precious Metals.

8.1.20. "Unallocated Cut-Off Time" means 30 minutes prior to the Close of Business on a Business Day.

8.1.21. "We," "Us," "Our," and **"EverBank"** refer to EverBank, National Association and to any of our successors or assignees.

8.1.22. "Wholesale Market" means the over-the-counter market where participating banks, metals producers, refiners, fabricators and other metals traders trade Precious Metals.

8.1.23. "Wholesale Price" means the price at which we determine we are able to buy or sell Precious Metals at any specific point in time in order to complete a specific purchase or sale for you, and it is the basis for the Customer Price that you receive (after the application of our Spread). Wholesale Prices are not published and are not necessarily the same as any published Spot Price. Wholesale Prices vary with the Wholesale Market and depend on a number of factors, which may include but are not limited to, Spot Prices, applicable Dealer Quotes and/or Dealer Fees, and the volume and nature of the Precious Metals transaction in which we are engaging on behalf of other customers at that time.

8.1.24. "You," and **"Your"** refer to the person obtaining the Metals Account from Us.

8.2. Metals Select Account Fee Schedule And Details

Metals Select Transaction Spread **Up to 1% of the Wholesale Price***

* When you buy or sell Precious Metals from or to us, your transaction will be settled using a Customer Price. This price is based on the application of our Spread to the prevailing Wholesale Price. The Spread will be up to 1% of the Wholesale Price. For more information on our Spread, Wholesale Prices and Metals Account Customer Prices, see Section 8.3.3 of these Metals Select Account Terms and Conditions.

Metals Delivery Fees

Gold	Silver	Platinum	Palladium
1.0%	1.75%	1.5%	1.0%

Delivery Fees are calculated as follows:

- If you take immediate delivery of your Precious Metals order from us, then your Delivery Fee will be calculated as a percentage of your Customer Price.
- If you did not take immediate delivery of your Precious Metals and we have, therefore, stored those Precious Metals for you, then your Delivery Fee will be calculated as a percentage of what the Customer Price would be if you were purchasing your Precious Metals from us on the date you make your delivery request.

For more information on Metals Account Delivery Fees, see Section 8.4.6 of these Metals Select Account Terms and Conditions.

Metals Select Allocated Account Details

Minimum required to open Account	$7,500 USD
Annual Account Fee Based on Average Daily Account Values	

Allocated Account Fees–Annual Rates

Gold	Silver	Platinum	Palladium
1.0%	1.0%	1.0%	1.0%

The foregoing fees are calculated each month and charged annually on or about July 1 by applying the above periodic rates to the Average Daily Value (calculated in accordance with Section 8.4.6.1.1) of the Precious Metals in your Allocated Account. For more information on this Fee, see Section 8.4.6 of these Metals Select Account Terms and Conditions.

Metals Select Unallocated Account Details

Minimum required to open Account $5,000 USD*

* In lieu of the minimum opening funding amount of $5,000, the Metals Select Unallocated Account Automatic Purchase Plan is available starting at a minimum amount of $100 per month. For more information on the Automatic Purchase Plan, see Section 8.4.4 of these Metals Select Account Terms and Conditions.

There is no Annual Account Fee for Unallocated Accounts.

Metals Select products:

Are not FDIC insured	Are not bank or government guaranteed	Are not deposits	May lose value

8.3. Precious Metals Pricing Disclosures

8.3.1. Buying And Selling Precious Metals

8.3.1.1. No obligation. We are not obligated to sell Precious Metals to you or buy Precious Metals from you. In addition, there is no guarantee that we will be able to execute any request by you to buy Precious Metals from us or sell Precious Metals to us.

8.3.1.2. Metals Account Necessary for Us to Buy Precious Metals. We will buy Precious Metals from you only if you hold such Precious Metals in a Metals Account immediately prior to the time of your sale to us.

8.3.1.3. U.S. Dollar Account. In order to facilitate your Precious Metals transactions, you hereby expressly consent to us opening a U.S. dollar-denominated EverBank WorldCurrency Access Account in your name to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar-denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such WorldCurrency Access Account, if applicable.

8.3.1.4. Repurchase of Precious Metal Coins. We may, but are not obligated to, repurchase from you Precious Metal coins that we originally sold to you, even if you have taken delivery of such Precious Metals. However, you will need to pay the cost of shipping such coins to us if we decide to buy them from you. You may also need to pay us certain other costs, including, without limitation, assay fees, to determine the authenticity and purity of the coins.

8.3.2. No Central Trading Exchange

Precious Metals do not trade on a centralized exchange. Instead, Precious Metals trade primarily in an over-the-counter Wholesale Market among participating banks, metals producers, refiners, fabricators and other metals traders.

8.3.3. How We Determine Your Customer Price

8.3.3.1. In General. We will determine your Customer Price each time we sell Precious Metals to you or to buy Precious Metals from you. Upon request, we will explain our pricing to you. We base your Customer Price on the application of our Spread to Wholesale Prices available to us at the time of the transaction.

8.3.3.2. Spot Prices. Generally, we cannot buy or sell Precious Metals at Spot Prices, and Spot Prices are not available to you through us. They are typically not the same as Wholesale Prices available to us. Spot Prices are often quoted to provide the market with a general reference point as to what the pricing for gold, silver, platinum or palladium might be as of a specific point in time. Actual Wholesale Prices change through the course of each Business Day and also vary depending on the size of the transaction. Spot Prices may only be available to a very limited number of commercial parties engaging in extremely large Precious Metals transactions.

8.3.3.3. Calculating the Customer Price; Our Spread. We calculate Customer Prices by applying our Spread to the Wholesale Prices we determine are available to us for the specific Precious Metal purchase or sale you request of us. When we sell Precious Metals to you, the Customer Price will be the Wholesale Price plus the Spread. When we buy Precious Metals from you, the Customer Price will be the Wholesale Price minus the Spread.

Wholesale Prices are a function of several variables, which may include but are not limited to, Spot Prices, applicable Dealer Quotes and/or Dealer Fees, and the volume and nature of the Precious Metals transaction in which we are engaging on behalf of other customers at that time.

8.3.3.4. Special Pricing. From time to time we may price Precious Metals in other ways through special offers. Any special offer that we make will describe the details of the pricing associated with the offer.

8.3.3.5. Lock-In Price for Allocated Precious Metals. If you ask us, we may, but are not obligated to, agree in advance to give you a specific Customer Price for Precious Metals for an Allocated Account before the execution of your purchase or sale on a given Pricing Date. If we do so, your Customer Price will be this agreed-upon amount and will not be based on our standard pricing in effect at the time of your purchase from us (Wholesale Price plus Spread) or sale to us (Wholesale Price minus Spread). The actual Spread in these cases may be more or less than one percent (1%) because of the intraday market risk assumed by EverBank by Locking-In your Customer Price. Depending on the actual Wholesale Price in effect at the time of such purchase or sale, your Lock-In Price may be more or less favorable than the Customer Price that you would have received under our standard pricing. We do not provide a Lock-In Price for unallocated Precious Metals.

8.3.3.6. When We Determine Your Customer Price. We will not know your actual Customer Price until the Pricing Date. Your Pricing Date will depend on the type of Request you make and when we receive the request as described below.

8.3.3.7. Allocated Accounts. Generally, Requests to purchase or sell Precious Metals held in an Allocated Account received by us before the Allocated Cut-Off Time will be considered received on that Business Day, and that Business Day will be the Request Date. Requests to purchase or sell Precious Metals held in an Allocated Account received by us after the Allocated Cut-Off Time will be considered to be received on the following Business Day, which will be considered the Request Date. The Pricing Date for Requests to purchase or sell Precious Metals held in an Allocated Account will be on the applicable Request Date. These Requests will be settled two Business Days after the applicable Request Date.

8.3.3.8. Unallocated Accounts. Generally, Requests to purchase or sell Precious Metals held in an Unallocated Account received before the Unallocated Cut-Off Time will be considered received on that Business Day, and that Business Day will be the Request Date. Requests to purchase or sell Precious Metals held in an Unallocated Account received by us after the Unallocated Cut-Off Time will be considered to be received on the following Business Day, which will be considered the Request Date. The Pricing Date for Requests to purchase or sell Precious Metals held in an Unallocated Account will be one Business Day after the applicable Request Date. These Requests will be settled two Business Days after the applicable Request Date.

8.3.4. There Are No Published Wholesale Or Customer Prices

Wholesale Prices and Customer Prices are not published in any newspaper, website or other publicly available source. Wholesale Prices and Customer Prices are determined on a transaction-by-transaction basis as described in Section 8.3.3 above. Spot Prices are only one factor used in calculating Wholesale Prices and generally do not reflect Customer Prices actually available to you at any point in time. Spot Prices are generally only available for large volume transactions conducted by institutional investors at a specific point in time.

8.3.5. RISK OF LOSS

8.3.5.1. YOU CAN LOSE YOUR PRINCIPAL. PRECIOUS METALS IN YOUR METALS ACCOUNT ARE NOT INSURED OR GUARANTEED BY THE FDIC OR ANY

OTHER GOVERNMENT AGENCY, DO NOT CONSTITUTE DEPOSITS WITH US, AND ARE NOT GUARANTEED BY EVERBANK TO HAVE OR RETAIN ANY VALUE. PURCHASING OR OWNING PRECIOUS METALS INVOLVES RISKS AND YOU CAN LOSE SOME OR ALL OF THE VALUE OF YOUR METALS ACCOUNT. THE VALUE OF PRECIOUS METALS WILL CHANGE OVER TIME AND MAY NOT BE WORTH AS MUCH AS YOUR ORIGINAL PURCHASE COST. IF YOU SELL PRECIOUS METALS, YOU MAY HAVE A CORRESPONDING GAIN OR LOSS RESULTING FROM THAT SALE. PRECIOUS METALS PRODUCTS PROVIDE NO INTEREST OR YIELD SO THAT METALS PRICES MUST GENERALLY RISE DURING THE HOLDING PERIOD TO REALIZE A RETURN EQUAL TO THAT OF INCOME-PRODUCING ASSETS. YOU SHOULD CONSIDER THESE RISKS BEFORE OPENING A METALS ACCOUNT. PURCHASING OR OWNING PRECIOUS METALS INVOLVES DEGREES OF RISK THAT MAKE THEM UNSUITABLE FOR CERTAIN INDIVIDUALS.

8.3.5.2. YOU SHOULD MAKE YOUR DECISIONS CAREFULLY. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISION THAT YOU MAKE, INCLUDING BUT NOT LIMITED TO A DECISION TO (A) OPEN, CLOSE, MAINTAIN OR RENEW A METALS ACCOUNT OR (B) ENGAGE IN ANY TRANSACTION RELATING TO A PRECIOUS METAL. YOU SHOULD CAREFULLY CONSIDER THE SUITABILITY OF PRECIOUS METALS BEFORE MAKING ANY DECISION TO ESTABLISH A METALS ACCOUNT OR PURCHASE PRECIOUS METALS.

8.3.5.3. YOU SHOULD CONSULT YOUR OWN ADVISORS BECAUSE WE DO NOT PROVIDE INVESTMENT OR OTHER ADVICE. WE DO NOT PROVIDE LEGAL, TAX OR INVESTMENT ADVICE, OR OPINIONS ON THE MERITS OR SHORTCOMINGS OF (A) ANY METALS ACCOUNT; (B) THE MERITS OR SHORTCOMINGS OF PURCHASING OR OWNING PRECIOUS METALS OR (C) ANY OTHER TRANSACTION IN ANY PRECIOUS METAL. YOU SHOULD NOT CONSIDER ANY STATEMENT BY ANY OF OUR EMPLOYEES, INCLUDING ANY MEMBER OF OUR TRADING DESK, TO BE INVESTMENT ADVICE OR OPINIONS ABOUT ANY PRECIOUS METALS OR RELATED TRANSACTION. YOU SHOULD CONSULT YOUR OWN LEGAL, TAX, OR INVESTMENT ADVISOR CONCERNING RISKS OF PURCHASING OR OWNING PRECIOUS METALS.

8.3.5.4. PRECIOUS METALS MARKETS ARE VOLATILE AND UNPREDICTABLE. PRECIOUS METALS MARKETS ARE VOLATILE AND UNPREDICTABLE. THIS MEANS THAT THE VALUE OF PRECIOUS METALS MAY FLUCTUATE WIDELY. YOUR METALS ACCOUNT COULD LOSE SIGNIFICANT VALUE IF THE VALUE OF PRECIOUS METALS FALLS.

8.4. Other Specific Terms And Services

8.4.1. Storage

8.4.1.1. Storage in Repositories. Precious Metals that you purchase through EverBank are credited to your Metals Account and, unless you elect to take delivery in accordance with Section 8.4.2 of these Metals Select Account Terms and Conditions, are held by us at Repositories we may from time to time select in our sole discretion. You may elect to have your entitlement to the Precious Metals you purchase maintained through an Allocated Account or through an Unallocated Account.

8.4.1.2. Allocated Accounts. If you open an Allocated Account and do not take delivery of the Precious Metals, the specific quantity and type of Precious Metals to which you are entitled, as shown on your account statement, is stored together with the Precious

Metals holdings to which other customers of ours are entitled, and are separately identified by us or the designated Repository as an allocated account maintained for us for the benefit of our customers.

8.4.1.3. Unallocated Accounts. If you choose an Unallocated Account, the Precious Metals shown on your account statement are stored by us or the Repository under circumstances where EverBank, for the benefit of its customers, is the owner in common of a proportionate, undivided interest in a pool of Precious Metals that is maintained by us or the Repository in unsegregated bulk form with other owners, including holdings of ours or the Repository itself, without the designation of particular types of Precious Metals to a particular owner. Precious Metals in an Unallocated Account may be used by us or the Repository for its own purposes subject to your entitlement to sell your interest in the pool.

8.4.1.4. Minimum Transaction Value. The minimum transaction value of Precious Metals through an Allocated Account is $7,500 USD, and, unless enrolled in our Automatic Purchase Plan, the minimum holding through an Unallocated Account is $5,000 USD. We reserve the right to execute orders and hold Precious Metals for you below these minimums at our sole discretion, but any decision to do so does not in any way imply a continuing waiver of these stated minimums.

8.4.2. Delivery

8.4.2.1. Allocated Accounts. Only Precious Metals in an Allocated Account are available for delivery, and deliveries may only be made to you at your address of record with us. If you wish to take delivery of Precious Metals you have purchased and hold in your Allocated Account, we must receive instructions from you that are acceptable to us. We are not obligated to deliver Precious Metals to you unless all amounts due to us have been paid and the minimum transaction value has been satisfied for the Allocated Account. You acknowledge that our liability to deliver Precious Metals will be discharged by delivering the Precious Metals in accordance with your instructions, subject to the Terms and Conditions set forth herein. We will not be liable or responsible for failures or delays in delivery that are due to government acts, wars, strikes, mechanical failure, unusual market behavior or activity, other “acts of God,” or other causes beyond our control. We will also not be liable or responsible for failures or delays attributable to compliance with reporting or other provisions of anti-money laundering or similar laws governing financial transfers.

8.4.2.2. Unallocated Accounts. Precious Metals allocated to an Unallocated Account cannot be delivered. However, you may convert your Unallocated Account to an Allocated Account, and Precious Metals in an Allocated Account may then be delivered as described above. See section 8.4.3 on Converting an Unallocated Account in these Metals Select Account Terms and Conditions for details and information on applicable costs.

8.4.3. Converting An Unallocated Account

You may convert some or all of the Precious Metals in your Unallocated Account into an Allocated Account at any time, subject to the minimum transaction value for an Allocated Account. In order to convert Precious Metals in your Unallocated Account to an Allocated Account, we will sell the Precious Metals in your Unallocated Account at the then-current Wholesale Price and use the proceeds to purchase Precious Metals in bars or coins, also at the applicable Wholesale Price. On conversion, you will be charged the difference in cost between the Wholesale Price for the purchase of the allocated Precious Metals and the Wholesale Price for the sale of the unallocated Precious Metals. You will not be required to pay a Spread in connection with the sale of the unallocated Precious Metals or the purchase of the allocated Precious Metals. We reserve the right to determine the number and size of the bars or coins purchased. On conversion, you may incur accrued Account Fees applicable to Allocated Accounts.

8.4.4. Automatic Purchase Plan

As described in the Metals Select Account Fee Schedule and Details, Unallocated Accounts have a required minimum opening funding amount. This minimum opening funding amount may be satisfied as part of an Automatic Purchase Plan, which requires the following:

(a) you must open an EverBank deposit account to serve as your funding source for the Automatic Purchase Plan;

(b) you must set-up an automatic purchase of Precious Metals that occurs at least monthly and that is set-up to purchase at least $100 each month (with the funds coming from the EverBank deposit account serving as your funding source); and

(c) your automatic purchases must be made timely and consistently.

By setting up an Unallocated Account Automatic Purchase Plan, you understand and agree that the price you pay for the Precious Metals each month will vary depending on the then-current Customer Price and that we are under no obligation to attempt to time your acquisition (whether between days or intra-day) in an effort to obtain a better price on your behalf. You further understand and agree that we will acquire the Precious Metals each month at a date and time conducive to our internal operations, without regard to price or market fluctuation. An Automatic Purchase Plan is not appropriate for all people, and EverBank makes no recommendation that an Automatic Purchase Plan is either appropriate or suitable for you.

EverBank reserves the right, without notice, to terminate your Automatic Purchase Plan or your involvement in the plan at any time, for any reason, including but not limited to overdrafts on your EverBank deposit account serving as the funding source or failure to meet the requirements described above. If we terminate your Automatic Purchase Plan or your involvement in the plan at any time, for any reason, then we will provide you notice of the termination, and no additional automatic purchases of Precious Metals will be made, unless you set-up a new Automatic Purchase Plan.

8.4.5. Metals Accounts

8.4.5.1. Your Instructions. We will endeavor to buy or sell on your behalf Precious Metals products in accordance with your reasonable written (including electronic) or oral instructions pursuant to these Metals Select Account Terms and Conditions. We may justifiably rely upon your instructions and you hereby authorize us to act on your instructions as well as the instructions of anyone who represents that he/she has the actual, implied or apparent authority to act on your behalf and who knows your account number. We reserve the right, in our sole judgment and discretion, to refuse to buy or sell for you if your instructions are unreasonable or if we are otherwise unable to comply with your instructions in a commercially reasonable manner.

8.4.5.2. Confirmation. Confirmation of each buy order or sell order execution will be sent to you. If you believe that any such confirmation inaccurately describes a transaction, you agree to notify us promptly. The confirmation will be considered correct unless we are notified to the contrary in writing no later than 60 days after the date of the confirmation.

8.4.5.3. Joint Accounts. If your Metals Account is a joint account, you acknowledge that you are joint owners of the Metals Account that you have opened in your names with us, and of the Precious Metals described in your account statement. Each of you acknowledges that you have full power, either before or after the death of the other, to take any action with regard to the Metals Account. Upon the death of either, you agree that the balance then remaining in such Metals Account shall be the absolute property of the surviving Account Holder and we are hereby authorized and directed to deal with the surviving Account Holder as sole and absolute owner of the Metals Account.

8.4.5.4. UCC. Each asset in your Metals Account will be deemed to be a "financial asset" for purposes of determining the applicability of Article 8 of the UCC. Your Metals Account with us will constitute a "securities account" within the meaning of UCC Section 678.5011. We hold your Metals Account on your behalf and you are entitled to exercise all the rights that comprise your Metals Account. We further acknowledge that we are acting in our capacity as a "securities intermediary" within the meaning of UCC Section 678.1021(1)(n) with respect to your Metals Account and will act in accordance with the provisions of UCC Article 8 while acting in such capacity. We agree that we shall not transfer your Metals Account to an account maintained by a third party without your consent. However, your consent will be deemed given if we provide you with 30 days prior written notice of a proposed transfer and you do not object to such transfer in writing during such 30 day period. NOTE: METALS ACCOUNTS DO NOT HOLD AND DO NOT CONSTITUTE "SECURITIES" WITHIN THE MEANING OF THE SECURITIES EXCHANGE ACT OF 1933 OR STATE SECURITIES LAWS.

8.4.5.5. Statements. Statements will be available to you at least quarterly. Statements will be considered correct unless you notify us to the contrary in writing within 60 days after the date of the statement.

8.4.5.6. Unable to Settle Buy Order. If you are unable to settle a buy order by reason of your failure to make timely payment for Precious Metals ordered, you authorize us to sell the Precious Metals you purchased and you agree to reimburse us for all costs, losses, penalties, interest, or liabilities incurred as a result of such failure to pay timely.

8.4.6. Fees And Other Charges

8.4.6.1. Allocated Account Fee. An annual "Account Fee" will be charged for your Allocated Account as stated in the Metals Select Account Fee Schedule. There is no Account Fee for Unallocated Accounts. This Allocated Account Fee will accrue monthly based on the Average Daily Value of your Allocated Account, beginning when your Precious Metals are purchased. The Account Fee will be paid annually, except that if you sell or take delivery of all of the remaining Precious Metals in your Allocated Account, any accrued and unpaid Account Fees will be collected at the time of the sale.

8.4.6.1.1. How We Calculate the Account Fee. The Account Fee will be calculated each month by applying a Monthly Periodic Rate to the Average Daily Value of the Precious Metals in your Allocated Account each month. The Monthly Periodic Rate will be 1/12th of the Annual Rate provided below. The Daily Value of your Allocated Account is calculated by multiplying the number of ounces of Precious Metals in the Allocated Account by the end of day Spot Price per ounce applicable to your Precious Metals. The Average Daily Value is calculated each month by adding the Daily Value of the Metals Account for each day of the period and dividing that sum by the number of days in the period. For the purposes of this calculation, the Spot Price will be determined by EverBank using a third party data provider who is in the business of providing this type of data. There is no Account Fee for temporary accounts opened for purposes of immediate delivery of Precious Metals.

Allocated Account Fees–Annual Rates

Gold	Silver	Platinum	Palladium
1.0%	1.0%	1.0%	1.0%

8.4.6.1.2. Annual Payments. Each year, on or about July 1, we will send to you an invoice reflecting the total Account Fee that has accrued during the prior year. The Account Fee is charged in arrears. If a customer takes delivery or sells their entire position prior to July 1, then the Account Fee is collected at the time of sale/delivery. The accrued Account Fee will be deducted from your linked EverBank U.S. dollar account on the date indicated on your invoice unless you make other payment arrangements with us.

8.4.6.1.3. Payment on Sale or Delivery. When you sell or take delivery of all of the Precious Metals in your Allocated Account, any unpaid Account Fees that have accrued become due and payable at the time of sale or delivery request. Unless you make other arrangements for the payment of the fee, we will deduct the accrued Account Fees from your sale proceeds. All Account Fees that are due and payable must be paid before any delivery order will be processed.

8.4.6.2. Delivery Fee. We will assess a Delivery Fee when you request Precious Metals from your Allocated Account to be delivered to you. As described in the Metals Select Account Fee Schedule, the Delivery Fee calculation depends on whether you take immediate delivery of your Precious Metals or if you did not take immediate delivery of your Precious Metals and we have, therefore, stored your Precious Metals. If you take immediate delivery of your Precious Metals order from us, then your Delivery Fee will be calculated as a percentage of your Customer Price. If you did not take immediate delivery of your Precious Metals and we have, therefore, stored those Precious Metals for you, then your Delivery Fee will be calculated as a percentage of what the Customer Price would be if you were purchasing your Precious Metals from us on the date you make your delivery request. The Delivery Fee covers our shipping, insurance and handling costs and is charged as set forth in the Metals Select Account Fee Schedule. The applicable Delivery Fee will be deducted from your linked EverBank U.S. dollar account. If you do not have an EverBank U.S. dollar account with us, then the applicable Delivery Fee must be paid by you in advance of shipping your Precious Metals.

8.4.7. General Terms

8.4.7.1. You hereby grant us a security interest in your Metals Account and entitlement to assets therein to secure any debt you owe to us. You agree to execute such documents as we may require to perfect a security interest in your Metals Account and the entitlement to assets therein, and you grant us a limited power of attorney to sign such documents on your behalf. We may liquidate assets in your Metals Account, close your Metals Account, and/or debit other accounts you have with us in an amount sufficient to pay any amount you owe hereunder. We shall have the right, at any time and without notice, to set off any liability or obligation of you to us and, in furtherance thereof, to convert Precious Metals to United States dollars at the prevailing market price at the time of setoff.

8.4.7.2. Neither your EverBank Metals Account nor the assets it contains may be pledged or assigned by you without our prior written consent.

8.4.7.3. We reserve the right to change the terms of these Metals Select Account Terms and Conditions upon notification to you. Your continued use of our services will constitute acceptance of those changes. We may monitor and electronically record any conversation between you and us, our employees, and our agents.

8.4.7.4. Notwithstanding anything to the contrary in these Metals Select Account Terms and Conditions or the Account Agreement, neither you nor we shall be liable in damages for any delay or default in performing hereunder, if such delay or default is caused by conditions beyond your or our control including, but not limited to, acts of God, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. We may close your EverBank Metals Account(s) or convert Precious Metals to United States dollars at any time, if we deem such action prudent, necessary or appropriate, in our sole discretion, in response to acts of God, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond our reasonable control. If we do close your EverBank Metals Account(s) or convert the Precious Metals in such Metals Account(s) to United States dollars as described above, we will not have any liability to you resulting from changes in the value of those Precious Metals resulting from the timing of our closing the Metals Account or converting the Precious Metals to United States dollars.

8.4.7.5. You understand that we provide no investment advice in connection with your Metals Account nor do we give advice or offer any opinion with respect to the suitability of any transaction in Precious Metals for you. If you request delivery, you acknowledge that once out of our control, the condition, authenticity, and/or integrity of the Precious Metals can no longer be guaranteed by us or our designated Repositories. Precious Metals in your personal possession normally must be physically presented to us at the time you wish to sell it. This may involve a time-consuming delivery process through a commercial shipper, during which time the value of the Precious Metals may change due to market fluctuations. Furthermore, we or our Repositories may require that Precious Metals out of their control and re-presented to them be assayed and/or refined by a qualified party to ensure its authenticity, before agreeing either to purchase it or to accept it as an Allocated Account for storage on your behalf. If any assay or refinement is required, it normally will be performed at your expense and may delay completion of the desired sale or transaction. Under these circumstances, you may assume additional price risk, as the market value of the Precious Metals could change significantly during the time in which the required assay or refinement process is being performed.

8.4.7.6. Metals Accounts that are inactive for a period of time prescribed by the law in your State of residence may be subject to that State's provisions governing unclaimed property. Although we will endeavor to contact you at the last known address of record to provide notice of unclaimed property, you authorize us to deal with the Precious Metals reflected on your account statement in accordance with the law in you State of residence, which may include selling the Precious Metals in accordance with the terms described in these Metals Select Account Terms and remitting the net proceeds (less any fees, including but not limited to accrued storage fees, if applicable) to the applicable State.

Get in touch

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