

IMPORTANT NOTICE

REGARDING YOUR TERMS AND CONDITIONS

REGULATION CC – EFFECTIVE JUNE 1, 2020, YOUR ABILITY TO WITHDRAW FUNDS ON PAGES 18 & 19 HAVE AN INCREASED AVAILABILITY AMOUNT AS FOLLOWS:

DETERMINING THE AVAILABILITY OF A DEPOSIT

3. **Non-personal accounts.** The first **\$225** from any deposit of checks (not “on-us” checks) will be available on the first business day after the day of your deposit. Any excess over **\$225** from a deposit of checks will be available on the second business day after the day of your deposit.

LONGER DELAYS MAY APPLY

- You deposit checks totaling more than **\$5,525** on any one day.

SPECIAL RULES FOR NEW ACCOUNTS

Funds from deposits of cash, wire transfers and the first **\$5,525** of a day’s total deposits of U.S. Postal Money Orders, 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 you may have to use a special deposit slip). The excess over **\$5,525** will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first **\$5,525** may not be available until the second business day after the date of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

For non-personal accounts, the first **\$225** will be available the next business day, with remaining funds available on the 2nd business day after your deposit.

A NEW PARAGRAPH (REPLACES PARAGRAPH LANGUAGE INDICATED IN 12/2018 ADDENDUM) WILL BE ADDED AT THE END OF THE “LIABILITY” SECTION ON P. 1 AND READS AS FOLLOWS:

Each of you also agrees jointly and severally to defend, indemnify and hold harmless Northern Trust and each of its directors, officers, employees, agents, successors and assigns from and against all liability, claims, loss, damage and expenses of any kind (including reasonable attorneys’ fees and other costs incurred in connection therewith, to the extent permitted by law), whether incurred by or asserted against Northern Trust or in any other dispute involving your account. This includes, but is not limited to, disputes involving a joint owner, an authorized signer or similar party, or a third party claiming an interest in your account; or disputes involving invalid or fraudulent electronically created items (regardless of form or means of creation) or substitute checks being processed instead of original checks. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you. This paragraph shall survive the termination of this agreement as to matters that occurred during its term.

THE ‘NOTICE OF WITHDRAWAL’ SECTION, ON P. 3 WILL BE REPLACED WITH THE FOLLOWING:

We reserve the right to require not less than 7 days’ notice in writing before each withdrawal from savings or money market deposit account (including subaccounts), as defined by Regulation D. While the law requires us to reserve this right, it is not our general policy to use it. Withdrawals from a Certificate of Deposit prior to maturity or prior to any notice period may be restricted and may be subject to penalty. Refer to our Account Descriptions & Fees disclosure for Early Withdrawal Penalties.

A NEW SECTION TITLED ‘DETERMINING YOUR AVAILABLE BALANCE’ WAS ADDED TO P. 4 THAT READS AS FOLLOWS:

2. **Determining your available balance** – We use the “available balance” method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft or an NSF transaction could occur regardless of your account’s actual balance. Your account’s actual balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money “available” in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled “A temporary debit authorization hold affects your account balance.”

We may accept, pay, or charge items (checks, orders, electronic transactions) in any order. We may determine the available balance in your account to authorize your transactions, including for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the available balance at the subsequent time will determine whether there are insufficient available funds.

THE 'ACCOUNT ORGANIZATION' SECTION, ON P. 9 WILL BE REPLACED WITH THE FOLLOWING:

We have organized your Checking account in a nontraditional way. Your Checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings subaccount). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your Checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down. This account organization does not apply to certain checking accounts.

REGULATION E – THE 'CONFIDENTIALITY' SECTION, ON P.15 WILL BE REPLACED WITH THE FOLLOWING:

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us your written permission.**

YOUR ABILITY TO WITHDRAW FUNDS – THE "NEXT-DAY AVAILABILITY" SECTION ON P. 18 WILL BE REPLACED WITH THE FOLLOWING:

Next-Day Availability

- Funds from the following deposits are available on the first business day after the day of your deposit:
 - U.S. Treasury checks that are payable to you.
 - State and local government checks that are payable to you.
 - Cashier's, certified and teller's checks that are payable to you.
 - Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to you.

THE FIRST PARAGRAPH OF 'DEPOSITS AT AUTOMATED TELLER MACHINES' ON P.19 WILL BE REPLACED WITH THE FOLLOWING:

For personal accounts, funds from any checks deposited at automated teller machines (ATMs) that Northern Trust owns or operates will be available on the first business day after the day of your deposit if deposited before the cut-off time (at some locations this is 4:30 PM Central Time) on a business day that we are open. For non-personal accounts, the first **\$225** will be available the next business day, with remaining funds available on the 2nd business day after your deposit. Funds from cash deposits at ATMs owned or operated by Northern Trust will be available on **the business day after** we receive the deposit. Funds for deposits of cash or checks made at ATMs not owned or operated by Northern Trust will not be available until the second business day after the day of your deposit.

Privacy Notice

To learn about how Northern Trust uses the personal information you provide and your related rights please visit <https://www.northerntrust.com/united-states/privacy/north-america>

