

# Statement of Account

Comerica Bank P.O. Box 75000  
Detroit, MI 48275

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NIKOLAI SCHLEGEL OR  
STEPHANIE KATHERINE SCHLEGEL  
6 ELIZABETH LN  
DANVILLE CA 94526

## Your Premier Package statement

August 22, 2023 to September 22, 2023  
Account number 8003778472

### Your account summary

**Beginning balance  
on August 22, 2023** \$2,281.85

#### **Plus deposits**

Electronic deposits	\$1,600.00
Interest	\$0.03

#### **Less withdrawals**

Electronic (EFT) withdrawals	-\$519.07
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**Ending balance  
on September 22, 2023** \$3,362.81

#### **Interest rates on September 22, 2023**

- on balances of \$1 to \$999: 0.01%
- on balances of \$1,000 to \$2,499: 0.01%
- on balances of \$2,500 to \$4,999: 0.01%
- on balances of \$5,000 to \$14,999: 0.01%
- on balances of \$15,000 to \$49,999: 0.01%
- on balances of \$50,000 or more: 0.01%

#### **Summary of interest you've earned**

- Interest paid to you this statement period: \$0.03
- Annual percentage yield earned this statement period: 0.01%
- Total interest paid to you this year: \$0.26

#### To contact us

Call  
(800) 522-2265

Visit our web site  
[www.comerica.com](http://www.comerica.com)

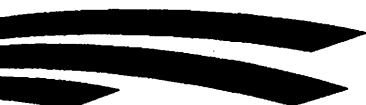
Write to us  
COMERICA BANK  
318 DIABLO RD STE 100  
DANVILLE CA 94526-3443-4334

#### Important information

Please refer to the enclosed Privacy Notice. If you are an eStatement customer, click on the Inserts/Disclosures tab and select Privacy Notice from the menu.

#### Thank you

Thank you for being a Comerica customer.  
We value the trust and confidence that you  
continue to place in us.



# Statement of Account

Your **Premier Package** statement  
August 22, 2023 to September 22, 2023

**Details of your Premier Package account:** 8003778472

### Electronic deposits this statement period

Date	Amount (\$)	Activity	Bank reference number
Sep 01	800.00	Apple Inc. Payroll	9488047554
Sep 15	800.00	Apple Inc. Payroll	9488021673

Total Electronic Deposits: \$1,600.00

Total number of Electronic Deposits: 2

### Other deposits this statement period

Date	Amount (\$)	Activity	Bank reference number
Sep 22	0.03	Interest	I-GEN18566

Total Other Deposits: \$0.03

Total number of Other Deposits: 1

### Electronic withdrawals this statement period

Date	Amount (\$)	Activity	Bank reference number
Sep 12	-319.07	Consumer Loan Autopay 091223	9488447046
Sep 19	-200.00	Vgi 529 ACH Contrib 091923	9488021105

Total Electronic Withdrawals: -\$519.07

Total number of Electronic Withdrawals: 2

### \$ Lowest daily balance

Your lowest daily balance this statement period was \$2,281.85  
on August 22, 2023.

# Statement of Account



Your Premier Package statement  
August 22, 2023 to September 22, 2023

## Premier Package: 8003778472

### Account Disclosure

PLEASE EXAMINE THIS STATEMENT PROMPTLY

### Reporting Errors and Unauthorized Transactions

#### Personal Accounts

**Electronic Funds Transfers:** In Case of Errors (including unauthorized electronic transactions) or Questions About Your Electronic Transfers: Call or write us as soon as you can, if you think this statement or your receipt is wrong or if you need more information about a transfer on the statement or receipt. For pre-authorized transfers (e.g., insurance payments, etc.), call us at 800.572.6620 or write us at Comerica Bank – Electronic Services Department, M/C 7570 Attn: Research, P.O. Box 75000, Detroit, Michigan 48275. For Comerica ATM Card or Comerica Debit Card transactions, call us at 800.572.6620 or write us at Comerica Bank – Electronic Processing, M/C 7584, P.O. Box 75000, Detroit, Michigan 48275. We must hear from you no later than 60 days after we sent you the FIRST statement on which the Error or problem appeared.

When reporting the Error: (1) tell us your name and account number (if any); (2) describe the Error (an Error includes an unauthorized electronic funds transfer) or the electronic transfer you are unsure about, and explain as clearly as you can why you believe it is an Error or why you need more information; and (3) tell us the dollar amount of the suspected Error or the transaction you question.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If you fail to do so, and your account is a personal account, we are not obligated to give you provisional credit for the amount of your claim while we investigate your claim.

**Comerica Debit Card Transactions:** Notwithstanding the above information, if your account was debited for a transaction resulting from the use of your Comerica Debit Card or Debit Card number, you may have additional rights and protections. See the Comerica Business and Personal Deposit Account Contract for specific information.

**Checks and Other Non-Electronic Funds Transfer Transactions:** If you need a copy of a check or additional information about a transaction, you can call us at 800.572.6620. State law and the terms of the Comerica Business and Personal Deposit Account Contract govern your liability and the Bank's for fraudulent checks and non-electronic funds transfer transactions. The best way to limit your possible loss is to report any unauthorized activity involving your account as soon as possible but always within 30 days of when we sent the statement to you or otherwise made the information available to you. See the Comerica Business and Personal Deposit Account Contract for further details.

#### Business Accounts

**Electronic Transactions:** If you think this statement shows an Error (an Error includes an unauthorized electronic transaction) or an ATM receipt you received is wrong or if you need more information about an electronic transaction listed on the statement, call or write us but always within 30 days of when we first made the information available to you regarding the transaction. For pre-authorized transfers (e.g., insurance payment, etc.), call us at 800.572.6620 or write us at Comerica Bank – Electronic Services Department, M/C 7570 Attn: Research, P.O. Box 75000, Detroit, Michigan 48275. For Comerica ATM Card or Comerica Business Debit Card transactions, call us at 800.572.6620 or write us at Comerica Bank – Electronic Processing, M/C 7584, P.O. Box 75000, Detroit, Michigan 48275. For all claims related to an electronic transaction, we must hear from you no later than 30 days after we first made the information available to you regarding the transaction otherwise you may waive your right to recover for the loss you incurred. When reporting the Error: (1) tell us your name and account number; (2) describe the Error or transaction you are unsure about, and explain as clearly as you can why you believe it is an Error or why you need more information; and (3) tell us the dollar amount of the suspected Error. We reserve the right to require that you complete an affidavit regarding claims of unauthorized transactions. If we timely receive your claim, we will investigate your claim and correct any Errors within the time frame required by law. If the claim is for an unauthorized electronic transaction and we find your claim genuine, we will process your claim in accordance with ACH rules or other applicable electronic clearinghouse rules. To the extent we recover we will refund to you the recovery. If an electronic transaction, including wire transfer was conducted in accordance with the terms of an electronic service you agreed to obtain from us, the terms of that agreement will govern whether the transaction in question is authorized or not.

**Comerica Business Debit Card Transactions:** If your account was debited for a transaction resulting from the use of your Comerica Business Debit Card or Debit Card number (does not apply to ATM Cards or Debit Cards that are not activated) or if your claim is related to an electronic debit transaction resulting from the use of your Comerica Debit Card or Debit Card number, you may have rights and protections in addition to those described above. See the Comerica Business and Personal Deposit Account Contract for specific information.

**Checks and Other Non-Electronic Transactions:** If you need a copy of a check or additional information about a non-electronic transaction you can call us at 800.572.6620. State law and the terms of the Comerica Business and Personal Deposit Account Contract govern your liability and the Bank's for fraudulent checks and non-electronic transactions. The best way to limit your possible loss is to report any unauthorized activity involving your account as soon as possible but always within 30 days of when we sent the statement to you or otherwise made the information available to you. See the Comerica Business and Personal Deposit Account Contract for further details. You should keep this statement for your records.

**Balancing Your Account:** For assistance on how to balance your account, please call us at 800.572.6620 or visit your local Comerica banking center.



Equal Opportunity Lender Rev. 05-17

[www.comerica.com](http://www.comerica.com)

MEMBER FDIC

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**FACTS****What Does Comerica Do With Your Personal Information?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- transaction or loss history and credit scores
- account balances and risk tolerance

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Comerica chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Comerica share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes (excludes private label credit card companies)
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We Don't Share

**To limit our sharing**

- Call toll free 866.517.1800 – our menu will prompt you through your choices or
- Visit us online: [comerica.com/privacyresponse](http://comerica.com/privacyresponse)

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 800.266.3742 or go to [comerica.com](http://comerica.com)



Who is providing this notice?	Comerica Bank, Comerica Bank & Trust, National Association, Comerica Securities, Inc., Comerica Insurance Services, Inc., Comerica Insurance Services of Texas Incorporated and Interstate Select Insurance Services, Inc.
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## What we do

How does Comerica protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Comerica collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or make deposits or withdrawals from your account</li> <li>• apply for insurance or apply for a loan</li> <li>• use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Comerica does not limit sharing by account but rather by individual. Therefore, your choices will apply to all of your accounts with Comerica. Any joint account holder may make their own choices, or you can select on their behalf.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include financial companies with a Comerica name and other financial companies such as Interstate Select Insurance Services, Inc.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Comerica does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include merchant payment processors, credit card, insurance, stored value card and check printing companies.</li> </ul>

## Other important information

- State law – You may have other privacy protections under state laws; we will comply with all applicable state laws with regard to our information sharing practices.
- California residents only – California law specifies an alternative form for your privacy choices. You may either opt-out using the separate form titled "Important Privacy Choices for California Consumers" or the other options previously described in this notice.
- New Mexico, North Dakota and Vermont residents only – Per state law, we have automatically opted you out of the sharing of your information.

- Contacting a bank regulator – Comerica Bank is chartered under the laws of the State of Texas and state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against Comerica Bank should contact the Texas Department of Banking through one of the means indicated below:

**In Person or U.S. Mail:**  
Texas Department of Banking  
2601 North Lamar Boulevard  
Suite 300  
Austin, TX 78705-4294

**Telephone Number:**  
877.276.5554 (toll free)

**Fax Number:**  
512.475.1313

**E-mail Address:**  
[consumer.complaints@dob.texas.gov](mailto:consumer.complaints@dob.texas.gov)

**Website Address:**  
[www.dob.texas.gov](http://www.dob.texas.gov)





# Important Privacy Choices for California Consumers

**You have the right to control whether we share some of your personal information.  
Please read the following information carefully before you make your choices below.**

## **Your Rights**

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

## **Your Choices**

**Restrict Information Sharing With Companies We Own or Control (Affiliates):** Unless you say "NO", we may share personal and financial information with other companies within the Comerica family of companies or market to you based upon shared transaction or experience information supplied by a member of the Comerica family.

- NO, please do not share my personal and financial information with other companies within the Comerica family of companies or market to me based upon shared transaction or experience information supplied by a member of the Comerica family.

**Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services:** Unless you say "NO", we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

- NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

## **Time Sensitive Reply**

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain in effect unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **To exercise your choice(s) do one of the following:**

- (1) Fill out, sign and send back this form to us using the envelope provided (you may want to make a copy for your records).
- (2) Call this toll-free number 866.517.1800.
- (3) Reply electronically by contacting us through the following internet option:  
[comerica.com/privacyresponse](http://comerica.com/privacyresponse).





# Amendment to Comerica's Business and Personal Deposit Contract

## NOTICE OF CHANGE IN TERMS

We are making the following changes to the Business and Personal Account Contract which will become effective on December 1, 2023.

- 2.06 Joint Owners.** The last paragraph in this section is being revised to clarify ownership. The paragraph now reads:

Each joint Owner agrees, unless otherwise indicated on the Signature Card or other Bank record for the Account, that all money in the Account may be paid to or on the order of any surviving joint Owner, either before or after the death of any other Owner. Payment by us shall be valid and discharge the Bank from liability regardless of original ownership of the money deposited to the Account.

- 2.07 Changes in Account Ownership, Address and Authorized Signers.** This section is being revised to provide clarification.

Section 2.07 is revised to read:

You agree to notify us immediately in writing of any change in your name, address, business capacity, or the Authorized Signers on your Account. We may require documentation supporting any change and a new Signature Card before any change in ownership or Authorized Signers becomes effective. If the Authorized Signers change, we may continue to honor items and instructions given earlier by any previously Authorized Signers until we receive specific notice from you in writing not to do so (Note: A new or updated Signature Card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). We may require you to close your Account or provide us with stop payment orders to prevent transactions. There may be a delay in implementing a change in the Authorized Signers on our records, and you agree that we will be given at least five business days to make any changes effective. "Convenience" and similar accounts are not available at Comerica, and a "convenience" signer as such cannot be designated on any Account.

- 2.24.02 Review of Statements and Notices.**

Section 2.24.02 is revised to read:

You are in the best position to discover and report any discrepancies including unauthorized debits to your Account. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check we provide or otherwise make available to you. If you fail to do so, you may become responsible for the losses resulting from such failure. You are responsible for monitoring and reviewing the activity of your Account and, if applicable, the work of your employees, agents, and accountants. Business Account Owners should have at least two individuals inspect statements on a regular basis to look for improper or unauthorized signatures, alterations, overpayments, or any other irregularities, and to ensure that the Accounts are being handled in a proper manner. We may deny any claim for loss due to forged or unauthorized checks if you fail to follow these procedures.

If you discover an error, forgery, alteration or any other unauthorized activity involving your Account, you must notify us at the telephone number or address provided on your Account statement. You can also notify us in person at one of our banking centers. You agree to provide us with a written statement of the relevant facts, including a description of the transaction or error, and the identity of any suspected wrongdoers. If you fail to notify us within a reasonable time (excluding endorsement problems which are addressed below) not to exceed 30 days from the date you discover the problem or have access to a statement or notice reflecting the transaction, whichever occurs first, we will not be responsible for subsequent unauthorized transactions to any of your accounts by the same wrongdoer. Without regard to care or lack of care of either you or us, except for endorsement problems which are addressed below, if you do not discover and report the error, forgery, alteration or other unauthorized transaction within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. Note: Different notification and liability rules apply to certain electronic funds transfers (See Section 7, below).

You must notify us of any check endorsement problems within six months after we make the account statement available to you.

Your notice requirements do not limit or prevent our right to recover damages and losses from banks and others for unauthorized transactions, breach of warranty, altered checks, etc.

If you claim a credit or refund because of an unauthorized transaction, you agree to provide us with a sworn statement containing whatever reasonable information we require regarding your Account, the transaction, and the circumstances surrounding the alleged loss. You also agree to make a report to law enforcement and to provide us with a copy of the report. We will have a reasonable period of time to investigate the matter. During our investigation, we will have no obligation to provisionally credit your Account unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

If you do not comply with monitoring obligations and give timely notice of unauthorized activity on your Account, we do not have to reimburse you for any damage or loss. You agree not to initiate any legal action or arbitration against us for any type of unauthorized activity unless you gave us timely notice and you otherwise complied with the deadlines in section 3.08.

# **Amendment to Comerica's Business and Personal Deposit Contract** *(continued)*

Unless the law requires otherwise, our maximum liability to you will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your account and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision.

At your request, we will provide you with copies of your paper transactions. However, your request for such items will not extend the time within which you must notify us of problems shown on your Account statement or toll or extend any deadlines you may have. We will keep records of your transactions for five years unless the law requires us to retain them for a longer period of time.

## **2.32 Closing the Account.**

**Section 2.32** is revised to read:

Either you or we may close your Account with or without cause at any time. Within ten business days of the closing date, we will issue a check payable to the Owner(s) for the final Collected Balance in the Account, if any, and send a check to any Owner at any address in our records. After the Account is closed, we can refuse to honor presented items or collect any item deposited to the Account.

**Section 3.04 Legal Process** is revised to read:

We will comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other process (collectively "legal process") which we believe (correctly or incorrectly) to be valid. You agree that we may honor legal process which is served by mail, e-mail, facsimile transmission, or at any of our offices, even if the law requires personal delivery at a specific location. If we incur any expenses, such as reasonable attorney fees, in responding to the legal process that are not otherwise reimbursed, we may charge them to you or your Account without prior notice to you. We may not pay interest on any funds we hold or set aside in response to legal process. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such amounts to you or your Account in addition to our minimum legal process fee.

## **3.08 Deadlines.**

**Section 3.08 Deadlines** is revised to read:

Any legal action or arbitration demand against us for damages ("Action" in this section) must be filed in the appropriate forum within one year from the date of the act or omission you allege caused damage regardless of the date you discovered that act or omission. If a longer period is required by law, then the shortest period allowed applies (e.g., if Texas law governs, any Action must be filed within two years and one day from the date of the act or omission). These deadlines are not subject to tolling or extension and are not affected by and are independent of your notice requirements in section 2.24.02. You agree not to initiate any untimely Action and you agree to reimburse us for our attorney fees and expenses if you do. All Actions must be filed in the State where your Account is considered located under section 2.04.

## **Section 6.02**

**ATM Deposits, generally:**

- If the deposit is under \$225 or the deposit is all cash deposited at a Comerica ATM equipped with currency validation technology, the entire deposit is available immediately.
- If the deposit is over \$225, the first \$225 of the deposit is available immediately and the remainder is then available on the second business day after the business day of deposit, regardless of item deposited.



# Amendment to Comerica's Business and Personal Deposit Contract

(continued)

## 7.02 Transactions Available.

Section 7.02, Transactions Available, letter d is revised to read:

d. Pay for purchases at places that have agreed to accept the Card up to the Available Balance in the linked Account or up to the daily spending limit, whichever is less, on the day the transaction is processed. The Business Account Card cannot be used for any type of gaming or gambling whether or not lawful, including internet gaming or gambling. You agree not to conduct any transaction involving gaming or gambling, including acceptance of any credit, funds, or other benefit in connection with such activity. We reserve the right to refuse any Card transaction without notice even if the transaction is lawful. See Section 2.30 for overdraft protection limitations using the Card.

## 7.03 Daily Purchase and ATM Withdrawal Limits per Card

	Deposit Account Type (Primary Account)	Purchases <sup>1</sup> (PIN or Signature)	ATM Withdrawal <sup>2</sup>	ATM Deposit Availability <sup>3</sup>
Consumer	<ul style="list-style-type: none"> <li>• Statement Savings<sup>1</sup></li> <li>• Access Checking</li> <li>• Money Market Investment Account<sup>1</sup></li> <li>• On the Job Banking</li> </ul>	\$5,000	\$1,000	\$225
	<ul style="list-style-type: none"> <li>• Premier Checking</li> <li>• Rich Rewards<sup>®</sup> Checking</li> <li>• 1849<sup>®</sup> Checking</li> <li>• Comerica Asset Management Account</li> <li>• Comerica Platinum Circle Checking<sup>®</sup></li> <li>• Executive Signature Checking Account</li> <li>• High Yield Money Market Investment Account</li> </ul>	\$10,000	\$2,000	\$2,000
	<b><u>Deposit Only ATM Card linked to:</u></b>			
	<ul style="list-style-type: none"> <li>• Business Savings</li> <li>• Business Money Market Investment</li> <li>• Basic Business Checking</li> <li>• Small Business Checking</li> </ul>	\$0	\$0	\$225
	<b><u>Deposit Only ATM Card linked to:</u></b>			
	<ul style="list-style-type: none"> <li>• Commercial Checking</li> <li>• All Other Business Accounts</li> </ul>	\$0	\$0	\$5,000
	<b><u>Business Debit Card linked to:</u></b>			
	<ul style="list-style-type: none"> <li>• Business Savings<sup>1</sup></li> <li>• Small Business Checking</li> <li>• Business Money Market Investment<sup>1</sup></li> <li>• Basic Business Checking</li> </ul>	\$5,000	\$1,000	\$225
	<b><u>Business Debit Card linked to:</u></b>			
	<ul style="list-style-type: none"> <li>• Commercial Checking</li> <li>• All Other Business Accounts</li> </ul>	\$10,000	\$2,000	\$5,000

<sup>1</sup> A checking account linked to the debit card is required to make purchases.

<sup>2</sup> Daily spending and ATM withdrawal limits are "per card" up to the Available Balance in the account.

<sup>3</sup> Total amount per business day of immediate availability of ATM-deposited funds; determined by the account to which the deposit is made.

# Amendment to Comerica's Business and Personal Deposit Contract *(continued)*

## 8.00 Special Rules for Sweep Arrangements.

Deposits will be FDIC insured to the extent permitted by law. FUNDS SWEEP OUT OF AN ACCOUNT INTO NON-DEPOSIT ACCOUNTS, SUCH AS LOAN ACCOUNTS OR A NON-DEPOSIT ACCOUNT, ARE NOT "DEPOSITS" FOR PURPOSES OF FEDERAL DEPOSIT INSURANCE. IN THE EVENT WE FAILED, YOU WOULD HAVE GENERAL CREDITOR STATUS FOR THE FUNDS THAT WERE SWEPT INTO A NON-DEPOSIT ACCOUNT.

## 8.02 Definitions.

- 8.02.02** Core Checking Account is a Checking Account from which we will automatically transfer ("sweep") and invest deposits in an interest-bearing Account, and/or for business sweep arrangements, the loan we make available for that purpose, pursuant to your standing instructions, if we agree to establish a sweep arrangement for you.
- 8.02.04** Designated Account is an interest bearing Account into which deposits to your Core Checking Account may be automatically transferred pursuant to your standing instructions, stated in the Acceptance, if we approve your request for a sweep arrangement.
- 8.02.06** Target ("Threshold") Balance is the minimum dollar amount you agree in the Acceptance that the Core Checking Account will maintain at all times.

## 8.04 Business Sweep Arrangements.

- 8.04.02** Transfer Options. If we establish a business sweep arrangement for you, you may elect to have deposit balances in the Core Checking Account automatically transferred to a Designated Account and/or to a designated revolving loan account at Bank or, in some cases, one of our affiliates ("Loan"). Your election must be made in the Acceptance, but you may change your election upon 7 days' written notice. You may elect in the Acceptance (or thereafter on 7 days' written notice) to have all or a designated portion of deposit balances in the Core Checking Account transferred to apply to the Loan. If you make such an election, you remain obligated on the terms of the Loan, including the obligation to make timely payments, whether or not there are sufficient funds to apply to the Loan at any given time.

- 8.04.04** Transfers. On each Business Day, we will calculate the Collected Balance in the Core Checking Account and will transfer from the Core Checking Account to the Designated Account and/or Loan the amount of the Collected Balance that exceeds the Target Balance.

If the Collected Balance is less than the Target Balance, we will transfer funds from the Designated Account to the Core Checking Account.

If there are insufficient funds in the Designated Account to transfer to the Core Checking Account to cover all debits and to meet the Target Balance, we will on your behalf draw advances on the line of credit available under the Loan, if applicable. If insufficient funds are available under the above procedures, we may elect in our discretion to contact you for instructions or to not honor items.

## 8.06 Personal Sweep Arrangements.

- 8.06.02** Transfer Options. If we establish a personal sweep arrangement for you, you elect to have deposit balances in the Core Checking Account transferred automatically to a Designated Account.

- 8.06.04** Transfers. On each Business Day, we will calculate the Available Balance in the Core Checking Account and we will transfer from the Core Checking Account to the Designated Account the amount of the Available Balance that exceeds the Threshold Balance. If the Available Balance is less than the Threshold Balance, we will transfer funds from the Designated Account to the Core Checking Account in an amount sufficient to cover all debits to the Core Checking Account and to return the Core Checking Account to the Threshold Balance.

## 8.08 Terms Applicable to All Sweep Arrangements.

- 8.08.02** Transfers and Withdrawals. Transfers made from the Core Checking Account pursuant to this Agreement will be made at the end of each Business Day. Withdrawals from the sweep arrangement can only be made through the Core Checking Account. You authorize us as your order to us, with or without prior notice to you, to transfer and withdraw funds from any Account into which your funds are swept to offset any overdraft or other liability you owe us.

- 8.08.04** Liability. We accept no liability for the actions or failure to act of any person not a party to this Contract, including any of our other affiliates. You agree to hold us harmless from loss or delay caused directly or indirectly by any inconsistencies between days and hours of operation among Comerica Bank, applicable markets and investment companies, or any other conditions beyond the control of Comerica Bank.



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