## Plains+Business Checking Terms & Conditions

PLAINS+BUSINESS CHECKING TERMS & CONDITIONS - Effective Date: 3/1/25

These Terms & Conditions ("Agreement") govern the Plains+Business Checking Account ("Account") offered by Plains Commerce Bank ("Bank," "we," "us," or "our"). By opening or maintaining an Account, you ("Customer," "you," or "your") agree to these terms, in addition to all other applicable agreements, disclosures, and banking regulations.

The Plains+Business Checking Account is available exclusively to business entities and requires a valid Employer Identification Number (EIN) for account opening. Approval is subject to Bank review and verification, including compliance with all applicable laws. This Account is not available for personal, family, or household use. There is no minimum balance required to open or maintain the Account.

The Plains+Business Checking Account is an interest-bearing account with a tiered-rate structure. Interest is compounded daily and credited monthly to the Account. If the Account is closed before interest is credited, accrued but unpaid interest will be forfeited. The Annual Percentage Yield ("APY") is variable and may change at the Bank's discretion without prior notice.

Customers can qualify for a bonus rate increase by enrolling in one or more eligible services, including Clover<sup>®</sup> Merchant Services or a Plains Commerce Bank Corporate Purchasing Card. Eligible services may be subject to credit approval. The bonus rate applies only when all eligibility requirements are met. If an eligible service is canceled, suspended, or inactive, the bonus rate will be removed, and the standard tiered rates will apply. The Bank reserves the right to modify or terminate the Bonus Rate Program at any time.

A flat-rate monthly fee of \$150 applies to the Account, covering unlimited transaction volume, Business Bill Pay, ACH and wire transfers, and Remote Deposit Capture. Additional fees may apply for other banking services not covered by this flat-rate fee. The Bank's Fee Schedule is available upon request and at plainscommerce.com. Fees may reduce earnings on the Account.

The Account allows unlimited transactions, but all transactions must comply with applicable laws, including the Bank Secrecy Act (BSA), the USA PATRIOT Act, and anti-money laundering (AML) regulations. The Bank reserves the right to review, suspend, or close accounts that engage in prohibited, unlawful, or suspicious activity.

The Bank may amend, modify, or update these Terms & Conditions at any time. Changes will be communicated via updates to the Bank's website, account statements, or direct written or electronic notice to the Customer. This Agreement is governed by the laws of the State of South Dakota without regard to its conflict of law provisions. The Bank is not liable for any indirect, incidental, consequential, or punitive damages arising from or related to the use of the Account. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Bank's failure to enforce any term or condition shall not constitute a waiver of such provision.

For questions or additional information regarding the Plains+Business Checking Account, please contact Plains Commerce Bank at 3905 West 49th Street Sioux Falls, SD 57106, 866-937-1134 or visit plainscommerce.com.



