



# Account Analysis Services Terms & Conditions

Effective: \_\_\_\_\_

Account Analysis Services are designed for business accounts with a high volume of activity or those who are required to have analyzed accounts as a condition of using certain treasury management services. This analyzed service consists of a Group Account, or a Group Account and Linked Accounts, to determine your deposit earnings credit, service charges, and monthly fees. Eligible service charges and monthly fees are offset by the available earnings credits. This document sets forth the terms applicable to analyzed accounts and apply in addition to the terms of your deposit account Terms & Conditions ("Account Agreement"). In the event there is a discrepancy between your Account Agreement and the Account Analysis Services Terms and Conditions, the Account Analysis Services Terms and Conditions will control. We may amend or terminate these terms at any time. Depending on the level of activity in the analyzed accounts and the types of services required, your accounts may be taken off account analysis, at our discretion.

**Linked Accounts.** An F&M deposit account for which balance history, transaction activity or other factors are taken into consideration in connection with another F&M account or accounts. You may request an account to be analyzed or we may determine, at our sole discretion, to add an account to analysis based on its activity. We will notify you accordingly. Information about Linked Accounts including account numbers and balances will appear on the monthly Account Analysis statement. Ownership of all linked accounts may differ. By including an account under analysis, all Account Holders may be required to provide their authorization in a format determined by us.

**Group Account.** If more than one account is linked, one account will be designated as the Group Account and the Account Holder of the Group Account will be responsible to us for all service charges and monthly fees on all linked accounts.

**Earnings Credit.** Linked accounts are eligible to earn a monthly earnings credit which is calculated by multiplying your balance for earnings credit by the earnings credit rate established by us at our discretion, subject to change by us at any time. A different earnings credit rate will apply to negative average daily collected balances. Refer to the rate sheet for current rates. The balance for earnings credit is calculated by subtracting the Bank's defined reserve requirement from the average daily collected balances in your analyzed accounts for the statement period. The amount of the reserve requirement is subject to change at any time.

**Interest-Earning Accounts.** If any account is an interest-earning account, the interest earned will be subject to Account Analysis and reported as a service charge in your Account Analysis statement.

**Fees.** When the fees exceed your monthly earnings credit the difference will be charged to your Group Account. Excess monthly earnings credits do not accumulate and are not paid to you. If there are not sufficient funds in the Group Account to cover the fees, we may create an overdraft. Refer to the Account Analysis Schedule of Fees for current fees. In any case, all remaining amounts payable are your responsibility.

**Third Party Charges.** Charges associated with certain third party service providers are subject to our prior approval. Not all third party service provider charges are eligible for analysis.

**Beneficial Owners.** If you deposit funds that belong to others ("beneficial owners") in an analyzed account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of any associated earnings credit, and (b) your use of the earnings credit will not violate any contract, law or regulation. You also agree to indemnify and hold us harmless from and against any and all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from your use of the analysis service or the manner in which you compensate or charge beneficial owners for your use of our services.