# **Business Schedule** of Fees

**Banking Solutions** 

Effective August 16, 2024

Applies in all states



bankofamerica.com/smallbusiness



**Banking Solutions** 



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## **Account Fees for Business Deposit Accounts**

This schedule applies to business deposit accounts. Please read carefully. It is part of the binding contract between you and us for your account and deposit relationship.

This schedule lists account fees that may apply to you, depending on which account you have, how you use your account and what services you use. It also explains how you can avoid some fees.

For information about interest rates, fees and other services not covered in this schedule, please visit a financial center, call us at the number on your statement or 888.BUSINESS (888.287.4637). Please note that fees for your account may be different than those listed in this schedule based on your overall relationship with us.

We may change the accounts and services described in this schedule at any time by adding new terms and conditions or deleting or amending existing terms and conditions. We may also add new accounts or services and convert or discontinue existing accounts or services at any time.

You can ordinarily open most accounts through all of our channels – in our financial centers, through telephone banking, mobile and online. However, some accounts may not be available at all times, in all locations, or through all channels. If your address is in a state where we do not have a financial center, we may open the account as if you opened it at a financial center in the state of Florida. In these circumstances, the pricing and account terms will be those applicable to accounts opened in the state of Florida.

Your account and deposit relationship are also governed by the *Deposit Agreement and Disclosures*. Please read that agreement carefully.

#### **Account Services**

All business checking accounts offer these optional services and programs:

- Business Debit Card lets you access Bank of America ATMs to make deposits, withdrawals or transfers and make purchases anywhere business debit cards are accepted
- Business Employee Debit Card also available with access and spending limits controlled by you
- Business Deposit Card for you or your employees
- Balance Connect® for overdraft protection is an optional service which allows you to link up to five eligible backup accounts (Balance Connect® is not available on savings accounts). Please see the Deposit Agreement and Disclosures for more information about eligibility and how Balance Connect® transfers work. Transfers from a linked business credit card or business line of credit are subject to interest charges.
- Preferred Rewards for Business provides a range of benefits when you qualify for and enroll in the program that increase as your business deposit and business investment balances grow

#### **Business Advantage Banking Accounts**

- Business Advantage Fundamentals™ Banking
- Business Advantage Relationship Banking

Your Bank of America Business Advantage Banking Account offers you the ability to choose from and switch between two accounts. Each account has a different set of features to offer you flexibility if your banking needs change.

Account Monthly Fee an	and How to Avoid It	Transaction Fees (per statement cycle)	Other Important Account Information
Fundamentals™ Banking  • This is a non-interest-bearing account.  • Maintain a \$ OR  • Use your Ban purchases**  Effective Nove Bank of Amerion  OR  • Be a member business).  To allow time to	a \$5,000 combined average monthly balance*.  Is ank of America business debit card to make at least \$250 in new net qualified  **.  Is ank of America business debit card to make at least \$250 in new net qualified  **.  Is a second of the se	Excess transactions (checks paid/other debits/deposited items)  • No fee for first 200, then 45¢ per item  Effective November 1, 2024, there will be no fee for the first 20 transactions, then 45¢ per item.  • No Excess Transaction Fee for debit card transactions, electronic debits, and checks deposited through Mobile Check Deposit, Bank of America ATM, or Remote Deposit Online.  Deposit tickets  • No fee  Cash Deposit Processing Fee  • No fee for first \$7,500 in cash deposited per statement cycle at an ATM or Financial Center, then 30¢ per \$100 deposited thereafter  Effective November 1, 2024, the Cash Deposit  Processing Fee will be no fee for first \$5,000 in cash deposited per statement cycle at an ATM or Financial Center, then 30¢ per \$100 deposited thereafter.  • See About the Cash Deposit Processing Fee under the Other Account Information section for more detail (see page 10).	<ul> <li>An account for businesses with lower transaction and cash requirements.</li> <li>The Monthly Fee for banking and all linked and included accounts will post after the cycle closes.</li> </ul>

- See Balance Information under the Other Account Information section for more detail.
- Use a linked Bank of America business debit card to make at least \$250 in new net purchases each statement cycle and Bank of America will waive the Monthly Fee on your Business Advantage Fundamentals Banking account. In addition to the primary business debit, linked employee business debit cards also count toward the monthly net purchases amount threshold.

The following transactions do not qualify: a) ATM transactions; b) refunds, returns or other adjustments; c) cash advances or purchases of cash-like items, such as money orders, traveler's cheques, foreign currency, cashier's checks, gaming chips, and other similar instruments and things of value; d) account funding transactions, including transfers to open or fund deposit, escrow or brokerage accounts and purchases of stored value cards; e) pending (unposted) transactions.

NOTE: The waiver applies only when the owner of the Business Advantage Fundamentals Banking account and the owner of the linked product share the same Taxpayer Identification Number (TIN).

### **Business Advantage Banking Accounts (cont.)**

Account	Monthly Fee and How to Avoid It	Transaction Fees (per statement cycle)	Other Important Account Information
Business Advantage Relationship Banking  • This is a non-interest-bearing account.	Monthly Fee for Business Advantage Relationship Banking - \$29.95  To avoid the Monthly Fee, meet <b>one</b> of the following requirements during each banking statement cycle:  • Maintain a \$15,000 combined average monthly balance*.  OR  • Be a member of Preferred Rewards for Business (first 4 checking accounts per enrolled business).  To allow time to establish your relationship, the Monthly Fee will not be assessed to your account until your third statement cycle closes. To avoid this fee, you must meet one of the above criteria.	Transaction limits and fees are counted across the primary account and the one included Business Advantage Relationship Banking account.  Excess transactions (checks paid/other debits/deposited items)  No fee for first 500, then 45¢ per item  No Excess Transaction Fee for debit card transactions, electronic debits, and checks deposited through Mobile Check Deposit, Bank of America ATM, or Remote Deposit Online.  Deposit tickets  No fee  Cash Deposit Processing Fee  No fee for first \$20,000 in cash deposited per statement cycle at an ATM or Financial Center, then 30¢ per \$100 deposited thereafter  See About the Cash Deposit Processing Fee under the Other Account Information section for more detail (see page 10).	<ul> <li>An account for businesses with higher transaction and cash requirements that includes additional services and the option to include extra eligible accounts for no additional Monthly Fee.</li> <li>One extra Business Advantage Relationship Banking account and one Business Advantage Savings account can be included for no additional Monthly Fee.</li> <li>The Monthly Fee for banking and all linked and included accounts will post after the cycle closes.</li> <li>You get the following services with all of your included accounts in the Bank of America Business Advantage Relationship Banking solution: <ul> <li>No fee for introductory check package that includes checks, deposit slips and an endorsement stamp (for the primary and one included Business Advantage Relationship Banking account)</li> <li>No fee for stop payments</li> <li>No fee for copies of checks</li> <li>No fee for copies of checks</li> <li>No fee for copies of statements</li> <li>Preferred Rewards for Business members, or clients that ask for a rush replacement ATM or Debit card due to a fraud event, qualify for a waiver of the ATM or Debit Card Rush Replacement Fee.</li> </ul> </li> </ul>
Public Service Trust Account Consider this account if you hold funds in trust and interest must be paid to a state program, such as an Interest On Lawyer's Trust Account (IOLTA) program.	Deducted from interest		<ul> <li>This account complies with the requirements of the IOLTA program for the state where it is opened.</li> <li>Interest, less permissible fees, is paid to the state program.</li> <li>You are responsible for fees that are not deducted from the interest paid to the state program.</li> </ul>

<sup>\*</sup> See Balance Information under the Other Account Information section for more detail.

### **Business Savings Account**

Account	Monthly Fee and How to Avoid It	Transaction Fees (per statement cycle)	Other Important Account Information
Business Advantage Savings  Interest bearing account Variable interest rate Potential for Preferred Rewards for Business interest rate booster feature	Monthly Fee - \$10.00  To avoid the Monthly Fee, meet <b>one</b> of the following requirements during each savings statement cycle:  • Maintain a \$2,500 minimum daily balance.  OR  • Include one Business Advantage Savings account as part of your Business Advantage Relationship Banking solution.  OR  • Be a member of Preferred Rewards for Business (first 4 savings accounts per enrolled business).  To allow time to establish your relationship, the Monthly Fee will not be assessed to your account until your third statement cycle closes. To avoid this fee, you must meet one of the above criteria.	<ul> <li>Deposited items</li> <li>No fee for first 25 items, then 45¢ per item</li> <li>The fee for deposited items will not apply to deposits made using Mobile Check Deposit, Remote Deposit Online or at a Bank of America ATM.</li> <li>Deposit tickets</li> <li>No fee</li> <li>Cash Deposit Processing Fee</li> <li>No fee for first \$5,000 in cash deposited per statement cycle at an ATM or Financial Center, then 30¢ per \$100 deposited thereafter</li> <li>See About the Cash Deposit Processing Fee under the Other Account Information section for more detail (see page 10).</li> </ul>	<ul> <li>You may not write checks on this account or use a debit card for purchases (point-of-sale transactions).</li> <li>If you convert to this account from another account, please destroy your checks.</li> <li>This account is not eligible to be enrolled in Balance Connect® as a covered account, but can be linked as a backup account.</li> <li>Business ATM Card - lets you access Bank of America ATMs to make deposits, withdrawals or transfers.</li> <li>Business Deposit Card - lets you or your employees make deposits to your business banking or savings accounts at Bank of America ATMs.</li> <li>Business Advantage Savings is eligible for the interest rate booster feature of Preferred Rewards for Business, which may increase your interest rate based on your Preferred Rewards for Business tier.</li> <li>This account is set to the Decline All Overdraft Setting. This means that when we determine that you do not have sufficient available funds in your account to cover an item, we will decline or return it unpaid. You may be assessed a fee by a merchant if this happens.</li> </ul>

### **Time Deposits - CDs**

Account	Minimum Amount You Need to Open Account	Account Features / Services	Interest Rate	Other Important Account Information
CD Terms of 7 Days—27 Days	\$15,000	No additional deposits until maturity.     Automatically renews.	Fixed until maturity.	A penalty is imposed for early withdrawal.
CD Terms of 28 Days—10 Years	\$1,000	No additional deposits until maturity.     Automatically renews.	Fixed until maturity.	A penalty is imposed for early withdrawal.  For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other features of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.
Featured CD	See deposit rate sheet for minimum opening amount	<ul> <li>No additional deposits until maturity.</li> <li>Automatically renews.</li> <li>See deposit rate sheet for available terms.</li> </ul>	Fixed until maturity.	A penalty is imposed for early withdrawal.     We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other features of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.
Flexible CD	See deposit rate sheet for minimum opening amount	<ul> <li>No additional deposits until maturity.</li> <li>Automatically renews.</li> <li>See deposit rate sheet for available terms.</li> </ul>	Fixed until maturity.	<ul> <li>A penalty of 7 days interest will be imposed for early withdrawals within the first 6 days of the account term (or within the first 6 days following any partial withdrawal during the initial or any renewal term).</li> <li>If your account has not earned enough interest to cover an early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.</li> <li>See Deposit Agreement and Disclosures and deposit rate sheet for additional detail.</li> <li>We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other features of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li> </ul>

Please also review *Other Account Fees and Services* section on the following pages. The *Deposit Agreement and Disclosures* contains information about how we calculate interest, the early withdrawal penalty and other terms for CDs.

## **Other Account Fees and Services**

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
ATM Card and Debit Card Fees	Rush Replacement ATM or Debit Card Fee	\$15.00 per card	<ul> <li>Fee for each requested rush delivery of a card or other debit access device.</li> <li>Preferred Rewards for Business members, or clients that ask for a rush replacement ATM or Debit card due to a fraud event, qualify for a waiver of this fee.</li> </ul>
	Non-Bank of America Teller Withdrawal Fee	For each transaction, the greater of \$5.00 <b>OR</b> 3% of the dollar amount of the transaction, up to a maximum of \$10.00	Fee applies when you authorize another financial institution to use your card or card number to conduct a transaction (such as a withdrawal, transfer, or payment) and the other financial institution processes the transaction as a cash disbursement.
	International Transaction Fee	<ul> <li>International transaction in a foreign currency: 3% of the U.S. dollar amount</li> <li>International transaction in U.S. dollar: \$0</li> </ul>	<ul> <li>Fee applies if you use your ATM or Debit card to purchase goods or services in a foreign currency (a "Foreign Transaction"). Foreign Transactions include internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign currency.</li> <li>Fee also applies if you use your card to obtain foreign currency from an ATM. Visa® or Mastercard® converts the transaction into a U.S. dollar amount, and the International Transaction Fee applies to that converted U.S. dollar amount. ATM fees may also apply to ATM transactions. See ATM Fees section below.</li> <li>See disclosure information that accompanied your card for more information about this fee.</li> </ul>
ATM Fees	Bank of America ATM Fee for: Withdrawals, deposits, transfers, payments and balance inquiries at a Bank of America ATM	No ATM fee*	<ul> <li>Bank of America ATM — an ATM that prominently displays the Bank of America name and logo on the ATM.</li> <li>Deposits and payments may not be available at some ATMs.</li> <li>*Transaction fees may apply to some accounts. See account descriptions in this schedule.</li> </ul>
	Non-Bank of America ATM Fee for: Withdrawals and transfers at a non-Bank of America ATM located in the U.S.	\$2.50 each	<ul> <li>Non-Bank of America ATM — an ATM that does not prominently display the Bank of America name and logo on the ATM.</li> <li>When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used.</li> <li>The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li> </ul>
	Non-Bank of America ATM Fee for: Withdrawals and transfers at a non-Bank of America ATM located in a foreign country	\$5.00 each	<ul> <li>See the disclosure information that accompanied your card for other fees that may apply.</li> <li>Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction.</li> <li>Members in the Preferred Rewards for Business Platinum tier using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for one withdrawal and one transfer per statement cycle from a non-Bank of America ATM in the U.S., and receive a refund of the ATM operator fee for one withdrawal and one transfer per statement cycle from a non-Bank of America ATM in the U.S.</li> <li>Members in the Preferred Rewards for Business Platinum Honors tier using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for withdrawals and transfers from non-Bank of America ATMs in the U.S., and receive a refund of the ATM operator fee for withdrawals and transfers from non-Bank of America ATMs in the U.S.</li> </ul>

### Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Check Cashing Bank of America customer		No fee	• A fee may be assessed to a payee presenting a check that you issued if the payee is not a Bank of America relationship customer.  A Bank of America relationship customer is an account owner of a deposit account (checking, savings, CD), Individual Retirement Account (IRA), loan, credit card, mortgage, safe deposit box or a Merrill Investment account.
Nonrelationship customer	Applies to checks drawn on Bank of America business accounts	\$8.00 per check	
Certificate of Protest	Certificate of Protest	No fee	This service only applies to accounts in New York.
Check Safekeeping and Check Image Services	Check Safekeeping Service	No fee	<ul> <li>We store copies of cancelled checks for seven years and do not return them with your statement.</li> <li>Our Business Advantage 360 service (our Small Business Online Banking) allows you to view and print copies of checks that posted to your account within the last 18 months.</li> </ul>
	Check Image Service	No fee	<ul> <li>We provide images of the front and back of your cancelled checks in your digital statements.</li> <li>Each account statement includes images of checks (up to 5 per page) that posted to your account during the statement cycle.</li> <li>We do not return your cancelled checks.</li> <li>You can view and print copies of the front and back of checks posted within the last 18 months by signing in to Business Advantage 360, or you can request check copies by visiting your nearest Bank of America financial center, or calling the customer service number on your statement.</li> </ul>
Copy Fee	Check Copy	No fee	Check copies available upon request through the Financial or Contact Center. You may also view and print checks in Business Advantage 360. For information about what checks are available in Business Advantage 360, please review the Activity tab.
	Deposit Slips and other Credit Items	No fee	• Deposit Slip or other Credit Item copies are available upon request through the Financial or Contact Center. You may also view and print Deposit Slips and other Credit Items in Business Advantage 360. For information about what Deposit Slips and other Credit Items are available in Business Advantage 360, please review the Activity tab.
	Statement Copy	No fee	• Statement copies are available upon request through the Financial or Contact Center. You may also view and print statement copies in Business Advantage 360. For information about what statements are available in Business Advantage 360, please review the Statements and Documents tab.
Deposited Item Recleared	Deposited Item Recleared Fee (Redeposit Fee)	\$14.00 each item	For information about the optional Deposited Item Recleared service, please call the number on your statement or visit your local financial center.

### Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Overdraft Items (an overdraft item)  Business Advantage Savings accounts do not have Overdraft Item Fees	Overdraft Item Fee	\$10.00 each item	<ul> <li>During nightly processing, when we determine that you do not have enough available funds in your account to cover an item, then we either pay the item and overdraw your account (an overdraft item), or we return the item unpaid (a returned item).</li> <li>Some common examples of "items" are a check or other transaction made using your checking account number, an everyday non-recurring debit card transaction, a recurring debit card transaction, and TM withdrawal, an ACH submission, and an Online or automatic bill payment. Please see the <i>Deposit Agreement and Disclosures</i> for more information about "items", overdrafts, declined or returned items and for information about how we process and post items.</li> <li>We charge an Overdraft Item Fee for each overdraft item, but will not charge this fee for more than 2 overdraft items per day.</li> <li>We do not charge an Overdraft Item Fee: <ul> <li>When we return an item unpaid due to insufficient funds, but you may be charged a fee(s) by the payee for the returned item</li> <li>On ATM transactions</li> <li>On aritem that were authorized when your account had sufficient available funds</li> <li>On any item that is \$1 or less or any item that overdraws your account by \$1 or less</li> <li>On accounts with the Decline All Overdraft Setting, even if the account becomes overdrawn</li> <li>On any ACH submission labeled as a "RETRY PYMT" or "REDEPCHECK" in the data transmitted through the ACH network (see more details below)</li> </ul> </li> <li>Under the NACHA Operating Rules, a merchant or payee, or its financial institution is required to label an ACH submission that has been resubmitted after the previous submission was returned for insufficient funds as a "RETRY PYMT" or "REDEPCHECK". We do not charge you an Overdraft Item Fee on any ACH submission labeled as a "RETRY PYMT" or "REDEPCHECK" in the data transmitted through the ACH Network. For example, if you authorize your cable company to debit your account on a one-time or recurring basis or through an electroni</li></ul>
Stop Payment	Stop Payment Fee	\$30.00 per request	• All accounts included in the Business Advantage Relationship Banking solution and members enrolled in Preferred Rewards for Business qualify for a waiver of this fee.

### Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Wire Transfers	Incoming or Outgoing Wire Transfers (U.S. or International)	<ul> <li>Domestic outgoing wire: \$30</li> <li>Domestic incoming wire: \$15</li> <li>International outgoing wire in U.S. dollars: \$45</li> <li>International outgoing wire in foreign currency: \$0</li> <li>International incoming wire: \$15</li> <li>For international wire transfers, other fees or amounts may also apply, including those charged by the recipient's financial institution, foreign taxes, and other fees that sometimes are part of the wire transfer process.</li> <li>Please note that you may be able to transfer money to or receive money from third parties within the U.S. without incurring a fee or with a reduced fee, including by using Zelle®, depending on a number of factors and the type of service that you choose (see the Online Banking Service Agreement, available at <a href="https://www.bankofamerica.com/online-banking/service-agreement.go">https://www.bankofamerica.com/online-banking/service-agreement.go</a>).</li> </ul>	<ul> <li>Business Advantage Relationship Banking accounts included in the solution qualify for a waiver of our standard wire fee for an incoming domestic wire and incoming international wire transfer.</li> <li>Preferred Rewards for Business members qualify for a waiver of our standard wire fee for incoming domestic wire transfers. The standard wire fee for incoming international wire transfers is only waived for Preferred Rewards for Business members in the Platinum and Platinum Honors tiers.</li> <li>Only Preferred Rewards for Business members in the Platinum Honors tier qualify for a waiver of our standard wire fee for outbound domestic and international wires sent in U.S. Dollars for the first four (4) wires sent per statement cycle through the online channel (includes wires sent through Business Advantage 360 and Direct Payments). Wires sent via CashPro are not eligible for the fee waiver.</li> <li>We're required by law to inform you of the exact fees you will incur for international wires, including fees from other banks. If we do not have the exact fees from other banks, we will not be able to process the request.</li> <li>Foreign Currency Exchange Fees and Rates</li> <li>Markups associated with the currency conversion are included in the Bank of America exchange rate.</li> <li>When deciding between sending in foreign currency or U.S. Dollars, you should consider factors that impact the total cost to send or the amount available after transfer, such as exchange rates and other fees.</li> </ul>

#### **Other Account Information**

This section covers some of the features and services that may apply to your account, depending on which account you have and how you use your account. Please see the Deposit Agreement and Disclosures for more information.

#### **Balance Information**

The terms "Opening Balance," "Minimum and Average Balances," "Minimum Daily Balance," "Average Monthly Balance," "Combined Average Monthly Balance" and "Eligible Balances" are explained below. Other balance terms are explained in the Deposit Agreement and Disclosures.

Opening Balance. You can open most banking and savings accounts with a deposit of \$100 or more.

Minimum and Average Balances. With most banking and savings accounts, you can avoid the monthly fee for each statement cycle during which you maintain a specified balance. If applicable, the balance requirements are listed with the account description.

Minimum Daily Balance. The lowest balance that we determine is in the business account during a statement cycle.

Average Monthly Balance. For a statement cycle, we take the balance that we determine is in the business account for each day in the statement cycle, add those balances together, and then divide that sum by the number of days in the statement cycle.

Combined Average Monthly Balance. For a statement cycle, we add the following balances together in your linked business accounts to calculate the combined average monthly balance:

- The average monthly balance in your banking account and in each banking and savings account that is linked to it.
- We determine the average monthly balance in a linked account by using the beginning balance in the linked account for each day of the primary banking statement cycle.

And

 The current balance, as of the end of your primary banking statement cycle in each CD that is linked to your primary banking account.

See below for the eligible account types that may be linked to meet the combined balance requirement for each business banking product.

For Business Advantage Fundamentals Banking Eligible Balances. For this banking solution, you may link Business Economy Checking, Business Interest Checking, Business Advantage Savings, Business Investment Account and Business CD accounts.

For Business Advantage Relationship Banking Eligible Balances. For this banking solution, you may link the one extra Business Advantage Relationship Banking account that can be included for no additional Monthly Fee with your solution, Business Economy Checking, Business Interest Checking, Business Advantage Savings, Business Investment Account and Business CD accounts.

We use the balances in your linked accounts to calculate the combined balances. A business banking solution cannot be linked to another business banking solution - for example, two Business Advantage Relationship Banking solutions cannot be linked together. If you have an existing Additional Checking, Business Interest Checking or Business Investment Account linked to a Business Advantage Fundamentals Banking solution or a Business Advantage Relationship Banking solution prior to February 19, 2021, your accounts will remain linked to that solution.

Public service trust accounts, such as IOLTA accounts, and certain other fiduciary accounts such as trusts and estate accounts, are not eligible to be linked to non-fiduciary accounts and are not counted toward the combined balance requirement.

#### **About the Cash Deposit Processing Fee**

To determine the nearest \$100 increment, less than \$50.00 is rounded down and \$50.00 or more is rounded up.

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Please also see the Deposit Agreement and Disclosures.

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## Frequently Asked Questions about Business Banking and Savings Accounts

## What other agreements have terms that apply to my deposit account?

In addition to the terms in this *Schedule of Fees*, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully.

#### What are paperless statements?

With the paperless statement option, you get your account statement electronically through Business Advantage 360, and you do not get a paper statement. You can enroll in paperless statements at a financial center or through Business Advantage 360. When you enroll at a financial center, you'll need to log into Business Advantage 360, from your computer to confirm your choice.

## How long is a statement cycle for a banking account?

The normal statement cycle for a banking account can range from 28 to 33 days. The beginning and end dates may vary slightly from month to month and are listed on the statement.

#### What are combined statements?

A combined statement is one statement that reports activity for your primary banking account and any deposit account linked to that primary account that you choose to be included in the combined statement, instead of separate statements for each account. You must do two things in order to have a combined statement. First, you must specifically request a combined statement. Second, you must tell us which deposit accounts you want included in the combined statement. Credit and charge card accounts cannot be selected for the combined statement. Since each linked deposit account is reported on the combined statement, you understand and agree that each owner of any linked account can review information about all other linked accounts. You should not choose to include any linked accounts in a combined statement that you do not want others to see. Combined statements may not

be available in some states. Please read the information about Combined Statements in the *Deposit Agreement and Disclosures*.

#### What does variable rate mean?

Funds in an interest-bearing banking or savings account earn a variable interest rate. This means that your interest rate and annual percentage yield may change after the account is opened. At our discretion, we may change your interest rate and annual percentage yield at any time.

## What is the difference between "included accounts" and "linked accounts"?

"Included accounts" refers to those accounts that are included as part of a business banking solution for no additional Monthly Fee. For the Business Advantage Relationship Banking solution, your primary account is a Business Advantage Relationship Banking account, and you can choose to include another Business Advantage Relationship Banking account and/or a Business Advantage Savings account with no additional Monthly Fees. "Linkage" or "linking" refers to the process by which a particular account or service either gets included as part of a solution, and/or counted as a way to avoid the Monthly Fee. "Linked accounts" refers to those eligible products or services whose balances can be combined, or usage counted, as a way to qualify for a Monthly Fee waiver on a particular solution. See Other Account Information for eligible account balances. We do not ordinarily link your other accounts unless you tell us to do so. You must visit a financial center or call 888.BUSINESS (888.287.4637) and tell us what accounts you would like to link to your solution. A solution cannot be linked to another solution.

## What happens when I link my debit card to a Business Advantage Fundamentals Banking account in the banking solution?

Business debit card purchases made on the primary banking account or on additional Business Advantage Fundamentals Banking accounts in the solution count towards the monthly spend requirement to waive the Monthly Fee.

## Are the statement cycles for linked accounts the same?

If you use a combined statement for your banking and savings accounts, the statement cycles for the linked banking and savings accounts are generally the same. Cycle dates may vary if you chose not to have a combined statement.

#### When do Monthly Fees post?

For each statement cycle, the Monthly Fee for a banking solution (and included accounts) will be applied to the primary banking account if you did not meet any of the specified ways to qualify for a waiver, and will post after the statement cycle closes. For additional savings or banking accounts linked to a solution, the Monthly Fees for those accounts will also post after the statement cycle closes, unless a balance qualifier is met.

## When will the fee for cash deposit processing post to my account? When will I see the fee on my monthly banking statement?

The fee will not be posted in the month that the cash is deposited. It will be posted and you will see the fee on either your next monthly statement or the following one. The Cash Deposit Processing Fee will be assessed at the rate for your current account type when the fee posts to your monthly statement.

## What restrictions apply when linking deposit accounts to a banking solution?

Some restrictions apply to which accounts can be linked to a solution. Accounts located in different states cannot always be linked. You may not link a banking solution to another banking solution. To link additional accounts to a banking solution, at least one of the owners of the additional account must also be an owner of the primary banking account in the solution. You may not link personal and business accounts together.

Public service trust accounts, such as IOLTA accounts, and certain other fiduciary accounts such as trusts and estate accounts, are not eligible to be linked to non-fiduciary

accounts and are not counted toward the combined balance requirement.

## What happens if I change my Business Advantage Fundamentals Banking solution to a Business Advantage Relationship Banking solution?

If you upgrade your Business Advantage Fundamentals Banking solution to a Business Advantage Relationship Banking solution and you have existing Additional Checking accounts included in your Business Advantage Fundamentals Banking solution, when you upgrade your solution you can include one Additional Checking account in your Business Advantage Relationship Banking solution for no additional Monthly Fee. However, this account will be changed to a Business Advantage Relationship Banking account and linked to the new Business Advantage Relationship Banking solution. Any remaining Additional Checking accounts will each form a new, separate Business Advantage Relationship Banking solution. Fees will change as will Monthly Fee waiver qualifications. See the Business Advantage Relationship Banking solution description on page 3. When you upgrade, accounts linked to your Business Advantage Fundamentals Banking solution may be delinked. You have the option of linking accounts that were linked to your Business Advantage Fundamentals Banking solution, for purposes of meeting the balance or usage requirements to qualify for a Monthly Fee waiver, to your new Business Advantage Relationship Banking solution.

## What happens if I change my Business Advantage Relationship Banking solution to a Business Advantage Fundamentals Banking solution?

If you downgrade your Business Advantage Relationship Banking solution to a Business Advantage Fundamentals Banking solution and you have existing Additional Checking accounts included in your Business Advantage Relationship Banking solution, when you downgrade your solution the Additional Checking accounts will each form a new, separate Business Advantage Fundamentals Banking solution, subject to the fees and Monthly Fee waiver qualifications for the Business Advantage

## Frequently Asked Questions about Business Banking and Savings Accounts (cont.)

Fundamentals Banking solution. See the Business Advantage Fundamentals Banking solution description on page 2. When you downgrade, accounts linked to your Business Advantage Relationship Banking solution may be delinked. You have the option of linking accounts that were linked to your Business Advantage Relationship Banking solution, for purposes of meeting the balance or usage requirements to qualify for a Monthly Fee waiver, to your new Business Advantage Fundamentals Banking solution.

# What happens if my primary checking account is closed in a Business Advantage Relationship Banking or Business Advantage Fundamentals Banking solution?

Each banking solution has a primary checking account. If your primary checking account is closed, then you must tell us whether you want one of the other checking accounts in the solution to become your new primary account. If you do not select a new primary account, then we delink all of the other checking accounts and each one becomes a separate banking solution, subject to the Monthly Fee for that type of banking solution. If you have Business Interest Checking or Business Economy Checking accounts linked to the solution, these accounts will also be delinked and cannot be relinked. Business Economy Checking and Business Interest Checking cannot become the primary account in a checking solution.

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### **Preferred Rewards for Business Program Rules**

Preferred Rewards for Business is only available to Bank of America Small Business, Merrill Small Business, and Bank of America Private Bank Small Business clients. Other categories of clients, such as those commonly referred to as Business Banking, Global Commercial Banking, Global Corporate Investment Banking, or Institutional clients are not eligible to participate in the program.

You may enroll in Preferred Rewards for Business when you:

- (i) have an active, eligible business checking account with Bank of America (eligible checking accounts are any Small Business checking account and the following Analyzed checking accounts: Full Analysis Business Checking or Analyzed Business Interest Checking); and
- (ii) maintain a combined average daily balance in your qualifying Bank of America business deposit accounts and/or your Merrill business investment accounts (such as Working Capital Management Accounts, Endowment Management Accounts, International Cash Management Accounts, Business Investor Accounts, Delaware Business Accounts).

You can satisfy the combined balance requirement for enrollment with either:

- (i) your average daily balance for a three calendar month period; or
- (ii) your current combined balance, provided that you enroll at the time you open your first eligible business checking account and satisfy the balance requirement at the end of at least one day within thirty days of opening that account.

Once you are eligible, you can enroll for program benefits. Enrollment is generally available three or more business days after the end of the calendar month in which you satisfy the requirements. Bank of America Private Bank Small Business clients are automatically enrolled in the program.

Your benefits become effective within 30 days of your enrollment, or for new accounts within 30 days of account opening, unless we indicate otherwise. Some benefits are automatically activated upon the effective date of your enrollment and require no action on your part. Some benefits may require you to open a new account or take other action. Some benefits are available based

on balances and other requirements without the need to enroll. Read carefully the terms of any offer to understand the action required.

To receive Payroll benefits, the deposit account receiving the benefit must be open at the time the benefit is paid. You must be enrolled in Preferred Rewards for Business at the time the benefit is paid. Any pending benefits are forfeited upon account closure. The benefit will be based on your Preferred Rewards for Business tier at the time the benefit is paid.

To receive the merchant services benefit, your Merchant Services processing account, and the Bank of America business checking account where you are settling your sales processing transactions, must be open and you must be enrolled in Preferred Rewards for Business at the time the benefit is paid. Any pending benefits forfeit upon account closure. Your processing rate discount will be based on your Preferred Rewards for Business tier at the time the benefit is paid. Exclusions may apply based on the merchant processing product. Subject to change.

Different benefits are available at different balance tiers. The balance tiers are: Gold, for qualifying combined balances at and above \$20,000; Platinum, for qualifying combined balances at and above \$50,000; and Platinum Honors, for qualifying combined balances at or above \$100,000. Bank of America Private Bank Small Business clients are automatically enrolled in the program at the Platinum Honors tier as long as you maintain your Bank of America Private Bank relationship.

You will qualify for the next higher balance tier when your three-month combined average daily balance meets or exceeds the minimum amount for that balance tier. Once you qualify for the next higher balance tier, you will be moved to that balance tier starting in the month after the month in which you satisfy the combined balance requirement.

We will perform an annual review of your qualifying balance in the month following the anniversary date of your initial enrollment in the program. The annual review will calculate your three-month combined average daily balance as of the end of your anniversary month. If the result of the annual review calculation would be to move you to a lower tier, you will have a three month period from your anniversary month to restore your qualifying balance before you are moved to that lower balance tier. If you are moved to a lower balance tier, your benefits may be changed to those of the balance tier for which you qualify without further notice. Please note

that while you can be moved to a higher balance tier after any month in which you satisfy the three-month combined average daily balance requirement for that tier, you will only be moved to a lower balance tier as a result of the annual review.

At the annual review, we will also confirm that you still have an active, eligible business checking account with Bank of America. If as a result of the annual review you do not qualify for any balance tier, or you no longer have an eligible business checking account, and you do not sufficiently restore your balances or open an eligible business checking account in the three months after your anniversary month, your program qualification will discontinue. Your benefits may then be discontinued immediately without further notice.

You or we may terminate your enrollment at any time. We may change or terminate program benefits at any time, without prior notice.

Only business accounts owned by the same business entity, and that in our determination are in good standing, count toward your balance requirements and receive benefits. Accounts that we do not recognize as accounts of the same business entity, due to inconsistent business names or other identifying information, will not be counted together to qualify for eligibility or benefits. Accounts on which you are a signer but not an owner, or accounts included in your periodic statement on which you are not an owner, are not eligible. Personal accounts do not count towards the checking account requirement or balance requirements for the program, and will not be eligible to receive program benefits. Bank of America has a separate rewards program for personal accounts. Your personal accounts can be used to qualify for that program.

Each business entity, including business entities with common ownership, must qualify on its own to be eligible for the program and must enroll in the program separately.

If at any time you become a Business Banking, Global Commercial Banking, Global Corporate Investment Banking, or Institutional client, and are no longer a Small Business client, your qualification will discontinue. Your benefits will then be discontinued without further notice. Contact us at the phone number on your statement if you have questions about your Bank relationship. See the chart below for examples of accounts that do and do not qualify for the combined balance calculation.

#### Oualify

Accounts owned by the business, including - Bank of America business deposit accounts:

- Business Checking:
- Business Advantage Relationship Banking, Business Advantage Fundamentals™ Banking, Business Interest Checking, Business Economy Checking, Analyzed Business Interest Checking\*, Full Analysis Business Checking\*
- Business Savings:
- Business Advantage Savings, Business Investment Account, Analyzed Business Investment Account\*, Full Analysis Zero Investment Savings\*
- Business CDs
- Merrill business investment accounts such as: Working Capital Management Accounts (WCMA), Endowment Management Accounts (EMA), International Cash Management Accounts (ICMA), Business Investor Accounts (BIA), Delaware Business Accounts
- \* While analyzed business accounts count towards the checking account and balance requirements, these accounts do not receive fee waiver benefits under the program.

#### Do Not Qualify or Receive Program Benefits

- Accounts not owned by the business and accounts held by the business in a fiduciary capacity. For example, accounts on which the business is a/an Administrator, Beneficiary, Custodian, Executor, Guardian, Power of Attorney, Representative Payee, or Trustee
- All Trust accounts, including those designated as: Attorney Trust, Estate, Escrow, Housing/Land Title, IRETA, Insurance Agent/Broker Trust, IOLTA, IOTA, Landlord/Tenant, Lottery, Public Service Trust, Political Action/Campaign Accounts, State/Local Government, Trust and Living Trust, UTA (Under Trust Agreement), or Representative Payee
- Uniform Transfers to Minor Act (UTMA) and Uniform Gifts to Minors Act (UGMA) accounts
- Client Funds accounts
- Public Funds accounts
- Personal accounts
- Employee Benefit plans (such as 401(k) plans and Health Care Savings Accounts) and retirement accounts
- Annuities

These account types also do not qualify for the Checking Account Eligibility requirement or receive Program Benefits.

Not all products and services eligible for benefits under the Preferred Rewards for Business program are available in all locations. Please contact 888.BUSINESS (888.287.4637), or if you are a Merrill Lynch Wealth Management or Bank of America Private Bank client contact your advisor, for details about which products and services are available in your location.

Bank of America employees and retirees are subject to standard program terms.

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