



DEPOSIT ACCOUNT AGREEMENT

Effective August 20, 2025





Deposit Account Agreement

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Deposit Account Agreement

CONSUMER ACCOUNTS AND BUSINESS ACCOUNTS

TERMS AND CONDITIONS

INTRODUCTION

This *Deposit Account Agreement* ("Agreement") provides general rules that apply to your deposit account and related banking services. Nothing in this Agreement is intended to vary Open Bank's duty to act in good faith and with ordinary care as required by law. Additional rules are provided, as applicable, in:

- (1) Disclosures we give you when you open your account (for example, a(n) *Account Disclosure*, *Deposit Interest Rates*, *Schedule of Fees*);
- (2) Disclosures we give you when you use additional products and services (for example, a(n) *Business Debit Card Agreement*, *Business Online Banking Agreement*, *Consumer EFT Disclosure & Debit Card Agreement*, *Online Banking Agreement*, *Mobile Banking Service Agreement*, *Overdraft Disclosure*);
- (3) Periodic statements;
- (4) User guides; and
- (5) *Privacy Notice*.

Read this carefully and retain it for future reference. You are responsible for ensuring that all authorized account owners and signers are familiar with this Agreement. The terms and conditions within this Agreement apply to consumer accounts and business accounts unless otherwise stipulated herein. This Agreement is revised periodically, so it may include changes from earlier versions. By providing a written or electronic signature on your Account Agreement (account *Signature Card*) or other agreement or contract, opening or continuing to hold an account with us, you agree to the most current version of this Agreement, which is available to you at your local branch office or by contacting us, see the Contact Information Section.

TERMINOLOGY

In this Agreement the words "owner," "you," and "your" refer to the account owner(s) of your account; "signer" refers to the authorized signer(s) of your account; "we," "us," "our," and "Bank" refer to Open Bank. For purposes of this Agreement, "consumer" means a natural person and does not include a corporation, government agency, estate, trust, partnership, proprietorship, cooperative, association, or any other non-personal business entity. For purposes of this Agreement, "consumer account" means a demand deposit (checking), savings, or other consumer asset account established primarily for personal, family, or household purposes. For purposes of this Agreement, "business account" means a demand deposit (checking), savings, or other business asset account established primarily for business purposes. If your account is owned by a corporation, partnership, or other organization, individual liability is determined by the laws generally applicable to that type of organization.

ACCOUNT REQUIREMENT/OWNER LIABILITY/AGREEMENT ENFORCEABILITY

The terms and conditions described in this Agreement are in effect as long as you maintain your account with us and you have not received any notice of change (amendment) from us. Each owner is jointly and severally liable for transactions authorized by you or your agent or any Cardholder or their agent, whether or not each owner participates separately or together in the transaction or benefits from the proceeds. If any terms of this Agreement cannot be legally enforced, it is considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it does not make any other part unenforceable.

ADJUSTMENTS (CORRECTIONS & REVERSALS)

We may make adjustments to your account whenever a change such as a correction or reversal is required. Adjustments might occur, for example, if deposits are recorded or keyed-in the wrong amount or items you deposit are returned unpaid. There is no fee if the adjustment is needed because we calculated, recorded, or keyed-in an inaccurate amount. However, for non-consumer accounts, a fee is generally assessed in certain situations; such as, when your calculation is incorrect, a check is missing, or a counterfeit bill is detected. Refer to the *Schedule of Fees* for fees related to deposit adjustments/corrections.

ADVISORY AGAINST ILLEGAL USE/OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

You agree not to use your account or banking services to process internet gambling transactions or conduct any activity that would violate laws governing your account. You agree not to violate the laws of the United States ("U.S."), including without limitation, the economic sanctions administered by the U.S. Treasury's OFAC. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we research the matter.

Foreign correspondent and private banking accounts: you agree to indemnify, defend, and hold us harmless from every action, proceeding, claim, loss, cost, and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing, or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. You further agree to our right to recover any funds seized from your account by U.S. law enforcement as a result of your actions. This applies whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

You acknowledge that in the event an International Automated Clearing House ("ACH") Transaction ("IAT") Entry, credit or debit, that is transmitted to or from any of your accounts is identified and designated by our screening criteria for review and examination under the OFAC Rules, then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if it is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds in deposit accounts. In the event an IAT Entry is delayed or terminated, we provide you a notice as may be required by the National Automated Clearing House Association ("NACHA") Rules, OFAC Rules, or other applicable laws and regulations.



Deposit Account Agreement

AUTHORIZED SIGNERS/SIGNATURES REQUIRED

Your *Account Agreement* or electronic account opening record identifies who is authorized to transact on your account, obtain banking services (e.g., ACH, electronic fund transfer ("EFT") services, wire transfers, etc.), cancel banking services, and otherwise give us instructions or obtain information regarding your account. Only persons who have signed the *Account Agreement* or have been identified on electronic account opening records are authorized to transact on the account, obtain banking services (e.g., automated clearing house ("ACH"), electronic fund transfer ("EFT") services, wire transfers, etc.), cancel banking services, and otherwise give us instructions or obtain information regarding the account. Although, in appropriate cases, a court-appointed representative, a beneficiary of a trust or pay-on-death account who's right of withdrawal has matured, an approved power-of-attorney, or an appointed and authorized representative of a legal entity may also transact or obtain information on your account.

Any authorized signer on your account may act alone to apply for banking services on behalf of all authorized signers. Once banking services are established, any authorized signer on your account may act alone to revoke authorizations, regardless of the number of required signatures indicated on your *Account Agreement* and who initially granted authorization. Unless you have submitted a request to us in writing, we may communicate information about your account to an authorized signer and may treat communications regarding your account that are received from an authorized signer as communication from you.

If your account is a joint account, we may rely on the instructions of any one (1) of the owners. Any one (1) of the owners may, without notice to other owners, initiate withdrawals or close the account, request stop payments, and, in the case of a checking account, write checks against the account. We may pay the remaining funds to any of the joint owners, regardless of who actually owns the funds and without the consent of the others.

Although your *Account Agreement* may indicate that more than one (1) signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two (2) or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one (1) authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your *Account Agreement* (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you. The number of owner signatures required to initially authorize or subsequently cancel an authorization of ACH credits and ACH debits to your account is to agree with the information you provide at the account opening stage as to whether one (1), two (2), or more owners' signatures must consent unless otherwise expressly agreed in writing.

BUSINESS DAYS & TIME ZONE

For purposes of this *Agreement*, our business days are Monday through Friday, excluding holidays, and our time zone is Pacific Standard Time ("PST").

CHANGES IN ACCOUNT OWNERSHIP/ADDRESS/AUTHORIZED SIGNERS

Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section to report a change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new *Account Agreement* or other written documentation before giving effect to any change(s) in ownership or authorized signers. We may rely on our account records to determine the ownership of your account.

If the authorized person(s) on your account change(s), we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific written notice from you not to do so. A new or updated *Account Agreement*, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan. In some instances we may require you to close your account or provide us with stop payment orders to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree to give us a reasonable opportunity to make the changes necessary.

We may assess a fee when we cannot deliver mail to the address on file. Refer to the *Schedule of Fees* for fees related to returned/hold mail.

CHANGES IN TERMS/TERMINATION OF SERVICES

We may add to, delete from, or change the terms of this *Agreement* at any time by mailing, e-mailing, or delivering a notice, a periodic account statement ("statement") message, or an amended agreement to any of you at the last address (physical location or e-mail) on file for you. Unless otherwise required by law, we may amend this *Agreement* without prior notice (e.g., by posting the information in our offices, on our website, or otherwise making it available to you).

We do not have to notify you of any changes to this *Agreement* that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of banking services) or are required for security reasons.

We may substitute similar banking services or discontinue currently offered banking services for your account at any time, with or without cause, and without affecting your outstanding obligations under this *Agreement* by giving you prior notice. Use of your account or any banking service after receipt of notice of an amendment constitutes your acceptance of the change(s).

We may terminate or suspend your banking services immediately if: 1) any of you breach this or any other agreement with us; 2) we have reason to believe that there has been or may be unauthorized use of your account or banking services; 3) there are conflicting claims to the funds in your account; or 4) any of you requests that we do so. You remain liable for subsequent transactions performed by you or any authorized user.

CHECK IMAGING/TRUNCATION/COPIES

If you receive our check imaging service, we send images of your canceled checks to you with your statements. With check truncation, we maintain a record of your cancelled checks. Your checks are not returned to you and may be destroyed shortly after we process your statement. We maintain an image of each check for seven (7) years. You can obtain copies of your checks by calling or visiting any of our branch offices during normal business hours or contacting us at the telephone number or address provided in the Contact Information Section. Give your name, account number, check number, check amount, and (if known) the date the check was paid. Refer to the *Schedule of Fees* for fees related to copies of checks. An electronic image of a check suffices as a "copy". We are not responsible for any indirect, special, or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, is not to exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss.



Deposit Account Agreement

CHECK PRICES

Check prices vary according to the types and quantity of checks you select. We confirm the price of your checks, deposits slips, and checkbook cover with you prior to us placing your initial order. You can obtain information on the current price of checks, deposits slips, and checkbook covers before you reorder by calling or visiting any of our branch offices during normal business hours or contacting us at the telephone number provided in the Contact Information Section. Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if you find or suspect an error. We are not liable for losses resulting from incorrectly printed checks or deposit slips/tickets.

If you arrange for the printing of your own checks, the form, encoding, and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we generally charge a fee for each check that rejects during processing due to poor print quality or if it fails to meet our specifications. Refer to the *Schedule of Fees* for fees related to returned items.

CHECK PROCESSING AND SIGNATURE VERIFICATIONS

We may not visually examine each of your checks to determine if they are properly completed, signed by the maker, and endorsed by the payee. We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practices, even though we do not inspect each item.

We can properly pay an item payable to multiple payees with one (1) endorsement unless you give us written notice that multiple endorsements are required. We are not responsible for an unauthorized signature or alternation that would not be identified by a reasonable inspection of the item.

CHECK PROCESSING CUTOFF HOUR

If we receive an item for payment on a weekend, a holiday, or not within normal business hours, we may treat it as if we received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment, postdated check notice, or legal process received by us involving a check is one (1) hour after opening for business on the day following the business day on which we received the check. The cutoff hour with respect to set-offs exercised by us is midnight (12:00 AM PT) of the business day following the business day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous business day.

CHECK SAFEGUARDS

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number provided in the Contact Information Section if your checks are lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You are responsible for issuing any replacement checks.

CHECK WRITING REQUIREMENTS

You agree not to issue checks with features or marks that obscure, alter, or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing. All checks written on your account must be drawn in U.S. dollars.

We may refuse to pay any check you write that is incomplete, contains contradicting information, does not have the required number of signatures, or that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us.

CHECKS BEARING RESTRICTIVE NOTATIONS & ENDORSEMENTS (CONDITIONING PAYMENT)

Although we are not obligated to, we may pay or accept checks and other items bearing restrictive notations and/or endorsements (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50," "Payment in Full," and the like), whether on the front or back of the check, in any form or format. If you cash or deposit an item or write a check with such a restrictive notation/condition, you agree that it applies only between you and the payee or maker. The restrictive notation/condition does not have an effect on us, and you agree to accept responsibility for payment of the item. You agree that if you directly or indirectly present such checks or other items, we are not bound by the restrictive language and may pay the checks or other items without regard for the restrictions contained therein. In no event are we liable for our refusal to honor your restrictions (whether or not we had previously honored or dishonored similar restrictions). You further agree to indemnify us and hold us harmless for any claims or losses arising out of our refusal to honor your restrictions.

CONFLICTING DEMANDS/DISPUTES

If there is any uncertainty regarding the ownership of your account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze your account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze your account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over your account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of your account, or any change in your account regardless of the number of authorized signers on your account; (4) request instructions from a court of competent jurisdiction at your expense regarding your account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above does not impose an obligation on us to assert such rights or to deny a transaction.



Deposit Account Agreement

CONSENT TO GATHER INFORMATION

Each of you authorizes us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. If you are a resident of California, you authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or equivalent).

CONTACT INFORMATION

OPEN BANK
Attention: Operations Administration, 550 S. Western Ave., Los Angeles, CA 90020
WWW.MYOPENBANK.COM

213.892.9999	Main Phone Number
800.754.4128	Lost or Stolen Access Device (debit card/PIN)
866.809.7817	Activation and PIN Change
800.325.3679	Telephone Banking Service

You should call 213.892.9999 or write to the address listed above to cancel your Card(s), file a complaint, place a check or ACH stop payment, report a(n) possible error, unauthorized transaction, or a transfer that you believe has been made using the information from your check without your permission, request current Rates, APYs, and fee information, and for any other general assistance you may need.

DEATH OR ADJUDICATION OF INCOMPETENCE

Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section to report the death or court-declared incompetence of an owner, authorized signer, or designated beneficiary on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding your account. We also may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies, is adjudicated incompetent, or we question the ownership of funds. If we are obligated to return funds removed from your account following the death or incompetence of any owner, the other owners agree to reimburse us for the amount.

DEPOSIT INSURANCE

Your account with us is insured to the regulatory limits set by the Federal Deposit Insurance Corporation ("FDIC"). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free hotline at 877.275.3342, or visit its website at www.fdic.gov. You may also call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section.

If you do not have a permanent *Account Agreement* on file for your account, it can affect the amount of your deposit insurance coverage.

DEPOSITED OR CASHED ITEM RETURNS (CHARGE-BACKS)

When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to re-clear the item, place a hold on the funds in question (see the Funds Availability Section), or charge your account (reverse the credit) for the item amount and any interest earned on it, whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, or funds transfer system or clearinghouse rule. We notify you of the return orally, electronically, or in writing and we also notify you when we withhold the availability of funds represented by a redeposited check. We generally assess a fee for each returned item/transaction. Refer to the *Schedule of Fees* for fees related to item returns (charge-backs).

Unless prohibited by law, we can charge back the amount of any item which was initially paid by the payor bank and which is later returned due to an allegedly forged, unauthorized, or missing endorsement, claim of alteration, encoding error, or other problem which in our judgment justifies, reversal of the credit.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account was forged, that the item contains an alteration, or that there was a breach of warranty in connection with any item or transaction, we may charge the item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you. You agree that we have the right to charge back these check claims even though the midnight deadline has passed.

The payor bank may be permitted to hold an item beyond the midnight (12:00 AM PT) deadline when we attempt to collect previously returned items.

FACSIMILE SIGNATURES

We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your account or banking services. You authorize us to pay any check that appears to bear your authorized facsimile signature, without further inquiry. You agree to indemnify, defend, and hold us harmless from any and all actions, claims, losses, damages, liabilities, and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically, or otherwise).



Deposit Account Agreement

FAX INSTRUCTIONS/VOICE MAILS/E-MAILS

We may, but are not required to, act upon instructions received by fax transmission, voice mail, or e-mail. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.

FIDUCIARY ACCOUNTS

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account is solely responsible for acting in accordance with the terms of the applicable laws, Will, court order, or trust instrument establishing and covering the fiduciary relationship. We are not responsible for 1) examining or ensuring compliance with the provisions of any such law or instrument; or 2) the actions of the fiduciary, including the misuse of funds.

FINANCIAL STATEMENTS

You are to provide us with your current financial statements within a reasonable amount of time of our oral or written request.

FORCE MAJEURE

We are not liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

GOVERNING LAW

To the extent this *Agreement* is subject to the laws of any state, it is subject to the law of the state where the branch that opened your account is located (or if opened online, if we allow, the State of California), without regard to its conflict of law provisions.

Unless otherwise provided in this *Agreement*, your account and banking services are subject to applicable clearinghouse, Federal Reserve Bank ("FRB"), funds-transfer system, image exchange and correspondent bank rules ("Rules"). You agree that we do not have to notify you of a change in those rules, except to the extent required by law. If there is any inconsistency between the terms of this *Agreement* and the Rules, the terms of this *Agreement* supersede the Rules, unless otherwise provided in the Rules.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT; IDENTIFICATION

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person and business entity that opens an account. When you apply for an account, we ask for your name, address, date of birth, and other information that allow us to identify you. We may also ask to see your driver's license or other identifying documents. If you are not a natural person, we require you to present the appropriate legal documents regarding formation and authority to do business with us.

INACTIVE ACCOUNTS

For security reasons and compliance with the Unclaimed Property Act ("Act"), we may designate your account and banking services including Safe Deposit Box service as inactive or dormant after a period of inactivity as specified by the Act. It is your responsibility to reactivate your account and banking services before you use them.

We may refuse a withdrawal or transfer from an account we internally classify as inactive or dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Service charges for an inactive account are the same as service charges for an active account. Service charges are not reimbursed for an inactive account that is later reclassified as "active." Refer to the *Account Disclosure* for the service charge amount and the *Schedule of Fees* for fees related to banking services.

We are required by state law to transfer (escheat) your property to the appropriate state if no activity occurs in your account or you fail to communicate with us regarding your account, Safe Deposit Box, or banking services within the time period specified by state law. Your contents in your Safe Deposit Box or the proceeds from the sale of the contents in your box, may be transferred to the appropriate state upon running of the earlier of the time period specified by state law from the date of the lease or rental period on the box expired; or from the date of termination of any agreement because of which the Safe Deposit Box was furnished to the owner without cost. We generally assess a fee if we escheat your account to the state. Refer to the *Schedule of Fees* for fees related to escheatment notices. If funds are transferred (escheated) to the state, you can only recover your funds by filing a claim with the state.

CONTACT US AT THE TELEPHONE NUMBER OR ADDRESS PROVIDED IN THE CONTACT INFORMATION SECTION IF YOU HAVE ANY QUESTIONS ABOUT THE POSSIBLE INACTIVE OR DORMANT STATUS OF YOUR ACCOUNT.

INDEMNIFICATION

Except as otherwise set forth in this *Agreement*, you agree to indemnify, defend, and hold us harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your account or banking services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this *Agreement* or your instructions. This provision survives the termination of this *Agreement*.

LEGAL PROCESSES

We comply with any Writ of Attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we generally charge such costs to your account, in addition to our minimum legal process fee. Refer to the *Schedule of Fees* for fees related to legal processes. You agree to reimburse us for any cost or expense, including attorney



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fees, which we incur in responding to legal process(es) related to your account or banking services. You agree that we may honor any legal process served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You acknowledge that account opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client-Trust Checking Account") may be subject to levies and other legal processes against your property unless our records clearly reflect the existence of an express written trust or court order.

LIMITATIONS ON TIME TO SUE

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this *Agreement* or by law with respect to your account or banking services must commence no later than one (1) year after the day the cause of action occurred.

NEW ACCOUNT VERIFICATIONS

We may use a third party service to verify and obtain information regarding your previous banking relationships. You agree that by requesting to open an account or banking services with us, or by becoming an authorized signer on an account, that we may obtain credit information from a check, consumer, or credit reporting agency, and/or by other means. We may obtain this information when you open your account, request banking services, at any time while your account and/or banking services are open, or if you owe us an amount related to your closed account or banking services. Adverse information may be used as a cause to decline an account or banking services. We may also report the status, history, and/or closure of your account to such third party services.

NO FIDUCIARY RELATIONSHIP

Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between you and us.

NOTICES AND STATEMENTS

If we provide your statement or notice, electronically, or otherwise, you must promptly and carefully review it to determine if suspected errors or problems exist. Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if you discover or suspect an error, discrepancy, or unauthorized transaction on your statement or notice. In addition, examine items for unauthorized or missing endorsements and promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if you discover an unauthorized or missing endorsement. If you fail to do so, you may become responsible for the losses and damages resulting from such failure.

Your statements and notices are normally sent to the last address (or e-mail address) listed with us for your account. You must keep us notified of your current mailing address and email address at all times.

If you ask us to hold your statements and notices for you temporarily, we may mail them to you or destroy them if they are not picked up within 60 calendar days. Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if you do not receive your statement by the date you normally would expect to receive it.

Your statements and notices sent or made available to any of you are deemed to be received by all of you. If we hold them at your request or because you fail to provide us with a current address, they are deemed delivered to you when they are prepared (for held statements), mailed (for returned mail), or otherwise made available to you. We may hold your statements if the Post Office notifies us that your mail is undeliverable or you are no longer at the address on file with us. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable. We may assess a fee when we hold your mail at your request or when mail cannot be delivered. Refer to the *Schedule of Fees* for fees related to returned and held mail. We hold returned mail for no longer than two (2) months.

You must mail or deliver all notices to us in writing at the address and department provided in the Contact Information Section or at such other address(es) as we designate (e.g., in connection with cash management services). Notices sent elsewhere may be delayed or may not reach the correct office.

Unless otherwise prohibited by law, notice to one (1) accountholder is notice to all. Notices sent to you are considered effective at the time we mail them to you. Notices sent to us are considered effective when they are actually received by us and they must be received in time for us to have a reasonable opportunity to act on them.

OVERDRAFTS

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. You should only write checks or authorize payments against your account when you have sufficient funds in your account to pay the item(s). We discourage the practice of overdrawing your account.

The *Overdraft Disclosure*, *Account Disclosure*, and *Schedule of Fees* describe our ad-hoc overdraft practice and the fees associated with an overdraft.

PHOTOCOPIES

Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We are not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check or item.

PLEDGES

Any pledge of your account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one (1) joint tenant pledges your account for payment of a debt and then dies, the surviving joint tenant's rights in your account are subject first to the payment of the debt.



Deposit Account Agreement

POSTDATED CHECKS

We may charge your account for a check that is otherwise properly payable from the account even though we pay the check before the date on it, unless you notify us otherwise. You may notify us orally, but we must receive the notification in ample time to give us a reasonable opportunity to act on it before final payment of the check. Your notice must include the exact amount of the check, account number, check number, date of the check, and name of the payee for us to return the check if it is presented for payment before the date on the check. If you provide us with timely, complete, and accurate postdated check notice in a manner which affords us a reasonable opportunity to act on it, we will not pay the check and we will return the check unpaid (marked "payment stopped" or "postdated," as appropriate) if it is presented to us prior to the date on the check.

We require that you put your oral postdated check notice in writing and deliver it to us within 14 calendar days after we receive your oral notice. If you do not put your oral notice in writing within this time, your oral postdated check notice expires at the end of the 14 calendar day period. If you put your notice in writing to us within the required time, your postdated check notice remains in effect for a total of six (6) months, then you must renew your notice before the current postdated check notice expires. We may impose a stop payment order fee for each postdated check stop payment order and each renewal.

We may pay the check as of its date, even if you have given us a postdated check notice. If you do not want the check to be payable as of its date, you must give us a stop payment order in time for us to act on it before the date of the check.

Refer to the *Schedule of Fees* for fees related to stop payment orders (new and renewals).

If we re-credit your account after paying a postdated check over a valid postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person or entity.

PRIVACY

We may release information to third parties about you, your deposit or loan account, and the transactions you perform: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies, credit reporting agencies, and merchants; when you give us your consent; to comply with the law, a court or governmental order, subpoena, or search warrant; to local, state, and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; if you are a business, in response to trade inquiries; and if you give us your written permission. An account closed with a negative balance or fraudulent account/activity may be reported to consumer reporting agencies. Late payments, missed payments, and other defaults on your account may be reported to credit reporting agencies. Refer to the *Privacy Notice* for additional details.

PROTECTING YOUR IDENTITY

Never disclose your account number, social security number ("SSN"), personal identification number ("PIN"), password, or personal information to anyone. We do not call you or send unsolicited emails or letters to you requesting this information or other personal information.

REMOTELY CREATED CHECKS AND DEMAND DRAFTS

If you provide your account number or give the magnetic ink character recognition ("MICR") line account information to a third party it is deemed to be your authorization to debit your account by means of one (1) or more remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization). You authorize us to pay such items, even though they do not contain your signature as drawer and if they differ in amount, frequency, or timing from your intentions or agreement with that party. This provision does not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously. You agree not to hold us responsible for any loss, damage, or other problems resulting from your having used or authorized another to generate a remotely created check.

You may not deposit remotely created checks or demand drafts to your account with us without our prior, express written consent. You agree to indemnify, defend, and hold us harmless from every loss, expense, and liability related to a claim that such items were not authorized (e.g., as to their amount and payee) by the persons on whose accounts the items were drawn.

REPEATER RULE

You must exercise reasonable promptness in examining your statement to discover unauthorized or altered items. Call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section to report any such discovery. You have up to 30 calendar days to examine your statement before being precluded from asserting a "repeater" forgery (i.e., a series of forgeries by the same person).

SECURITY

It is your responsibility to protect your account number, including card numbers and electronic access devices (e.g., an ATM card, debit card, username, and password or PIN) we provide to you for your account. Do not discuss, compare, or share information about your account number with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker, or employee, for example) who then exceeds that authority, you are liable for the transfers until we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful, or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully to our sole satisfaction.



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When the Bank offers a commercially reasonable security procedure and you select another security procedure, you are responsible for any payment order accepted pursuant to that security procedure whether it is authorized or not. Commercially reasonable security procedures do not apply when Regulation E (Electronic Fund Transfers Act) applies.

SECURITY INTEREST

You grant us a security interest in all funds on deposit in your account, including all current and future deposits and renewals to secure any obligations you have or may have under this *Agreement* or under any account service agreement by any owner. This provision does not apply to individual retirement accounts ("IRAs"), tax-qualified retirement accounts, or where otherwise prohibited by law.

SET-OFF

You agree that we may, without prior notice, set-off against amounts you may have on deposit with us to satisfy any obligations you may have with us that arise under this *Agreement*. We may charge or set-off funds in your account for any direct, indirect, and/or acquired obligations that any owner owes us, regardless of the source of the funds in your account, to the fullest extent permitted by law. If the debt arises from a promissory note, then the amount of the due and payable debt is the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. If your account is a joint or partnership account, you agree we may consider each joint owner or partner to have an undivided interest in the entire account, so we may exercise our contractual right of set-off against the entire account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off. Our contractual right to set-off does not apply:

- to an IRA or other tax-deferred retirement account;
- to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under consensual security interest);
- if it is prohibited by the Military Lending Act or its implementing regulations; and
- if our records show to our satisfaction that the right of withdrawal that you have with us only arises in a representative capacity (for example, only an authorized signer, attorney-in-fact, or a fiduciary) for some else.

This right of set-off is in addition to any security interest that we might have in your deposit account.

SEVERABILITY

If any of the provisions of this *Agreement* are determined to be void or invalid, the remainder of this *Agreement* remains in full force and effect.

STALE-DATED CHECKS

You agree that we may pay or reject a check which is presented to us for payment more than six (6) months after its date ("stale-dated"), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

STATE REGISTERED WARRANTS

Any registered warrants issued by California, or similar instruments issued by other states, are subject to special rules. These warrants/instruments are state IOUs and are not paid by the state until they are called for redemption. Unless we explicitly agree in writing, you may not deposit registered warrants/instruments to your account.

STOP PAYMENT ORDERS

Any owner or authorized signer on your account may request us to stop payment on a check, ACH debit, or an electronic transaction. Your stop payment order must include the account number, check number, exact amount, check or transaction date, name of the payee. We are not liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them.

There is generally a per check/transaction charge for each stop payment order. Stop payment orders for checks are valid for six (6) months. After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee. Refer to the *Schedule of Fees* for fees related to stop payment orders.

We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, however, you agree to confirm the order in writing within 14 calendar days of the oral request. If you fail to do so within 14 calendar days, we may release the stop payment. Our records are conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not place a stop payment on point-of-sale ("POS") Card transactions and on checks or payments guaranteed by us. In addition, you do not automatically have a right to stop payment on Cashier's Checks you purchase from us. In the event that a Cashier's Check is lost, stolen, or destroyed, contact us for the procedures to follow to obtain reimbursement or have the Cashier's Check reissued. In general, you have to complete a Declaration of Loss, describing the Cashier's Check and how it came to be lost, stolen, or destroyed, and sign the Declaration of Loss under penalty of perjury. We must then wait 90 calendar days from the date the check was issued before we can pay your claim. If 90 calendar days already passed, then we act on your claim within a reasonable time. If the check is presented during the 90-day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we do not pay your claim.

Electronic stop payment requests (through our online banking service) may not be effective in stopping the payment of checks that have been posted to, but not finally paid from, your account on the preceding day. In order to prevent those checks from being paid, you must call or visit any of our branch offices within one (1) hour after we open on the day following the day we post the items to your account. You can also call or visit any of our branch offices during normal business hours or contact us at the telephone number provided in the Contact Information Section if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular check stop payment order.



Deposit Account Agreement

TELEPHONE/ELECTRONIC COMMUNICATION MONITORING/RECORDING

We may monitor, record, and retain telephone conversations, electronic messages, electronic records, and other data transmissions between you and us at any time without further notice to anyone, unless further notice is otherwise required by the laws governing your account, and we have no liability for doing or failing to do so.

TERMINATIONS/CLOSING YOUR ACCOUNT

Any authorized signer may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on your account. We generally impose a charge on certain accounts if they are closed within the first 90 calendar days. Refer to the *Schedule of Fees* for fees related to accounts closed within 90 days of opening.

We may automatically close your account if the account balance is zero or negative. We may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic, or written notice to any of you. We may send a check for the collected account balance to any of you at the last address we have on file for your account. Thereafter, the funds stop earning interest (even if the check is returned or remains uncashed for any reason).

We may dishonor any check, item, or transaction presented for payment after your account is closed. At our sole discretion, we may honor checks, items, and orders presented or occurring after your account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an EFT arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts.

TRANSFERS/ASSIGNMENTS

Unless otherwise agreed by us in writing, your account is non-transferrable and non-negotiable. You may not grant, transfer, or assign any of your rights to your account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

UNDATED CHECKS

An undated instrument (check) is considered dated as of the time it is issued and is payable upon demand.

UNIFORM TRANSFERS TO MINORS ACT (UTMA) ACCOUNTS

This is an account in the name of an adult custodian for the benefit of a person who is a minor at the time the account is created. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is your (as the custodian) responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority.

Withdrawal Rights. During the minority of the child (as defined under applicable UTMA laws), the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian are for the child's benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the child at the child's request upon reaching the age of majority.

Ownership. The child/beneficiary is at all times the owner of the funds in the account.

WAIVERS

We may delay enforcing our rights under this *Agreement* without losing them. Any waiver by us is not deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this *Agreement*.

ACCOUNT TRANSACTION LIMITATIONS

CASH WITHDRAWALS

Cash withdrawals may be refused or limited. Refer to the *Account Disclosure* for cash withdrawal limitations.

CERTIFICATE OF DEPOSIT ACCOUNTS

Transactions to or from these accounts are limited by law. Refer to the *Account Disclosure* for transaction limitations.

DEPOSITS

Deposits may be refused or limited. Refer to the *Account Disclosure* for deposit limitations.

WITHDRAWALS

Withdrawals may be refused or limited. Refer to the *Account Disclosure* for withdrawal limitations.

DEPOSITS

All deposits are on a provisional basis only, even if we cash an item or give you immediate credit. Any credit to your account is subject to final verification, payment, and adjustment by us. We may (but are not obligated to) require suitable identification for any "less cash" transactions. Deposit receipts do not necessarily indicate the correct balance in your account or the amount being deposited. All deposits are subject to late verification, adjustment, and collection by us.

An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item.



Deposit Account Agreement

If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us with an itemized list of the deposit (deposit slip). We will verify and record the deposit, and credit the verified deposit amount to your account.

AUTOMATED CLEARING HOUSE ("ACH")

Credit entries can be made by ACH. ACH rules do not require next-day notice of receipt of an ACH item. We do not intend to provide next-day notice. Credit for an ACH transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

CASHING CHECKS FOR OTHERS

You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check may be paid, you are responsible for any losses and charges that occur if the check is returned to us for any reason (e.g., account closed, NSF, counterfeit, etc.). Refer to the *Schedule of Fees* for fees related to deposited or cashed item returns.

We cannot promise that checks drawn on or issued by other institutions, including Cashier's Checks, are paid.

CUTOFF HOUR

If we receive an item for deposit on a weekend, a holiday, or through a proprietary ATM after 3:00 PM PT cutoff hour on a business day, we may treat it as if we had received it on the next business day.

ENDORSEMENTS

We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one (1) person or persons who are not known to us, we may refuse the item, require all endorers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item.

If your account is a joint account, you agree that checks, with or without endorsement, can be deposited by either party.

If your account permits remote/mobile deposits, you must ensure that "for [Remote or Mobile] deposit only to Open Bank" or similar wording is clearly printed above your endorsement on each check prior to scanning. If you deposit an item that bears the endorsements of more than one (1) person or persons who are not known to us, we may refuse the item, require all endorers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. You warrant that any third party checks you deposit to your account will be endorsed or authorized for deposit by all payees.

Federal regulations provide that the top 1½ inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark, or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as a result.

INCOMING WIRE TRANSFERS

We are not required to give you a separate notice of our receipt of an incoming wire transfer. If we accept incoming wire transfers to your account, you generally receive notice of the credit on a receipt and on your next scheduled statement. Although we may send an incoming wire transfer receipt, we assume no obligation to do so. You can also call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section to determine if a transfer is credited to your account.

ITEMS SENT FOR COLLECTION

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable, or damaged items. If we accept an item for collection, we send it to the institution upon which it is drawn, but may not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We generally impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Refer to the *Schedule of Fees* for check collection-related fee amounts. Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

LIMITATIONS

Deposits may be refused or limited. Refer to the Account *Disclosure* for deposit limitations.

SOURCE OF FUNDS

We may accept items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us.

VERIFICATIONS/COLLECTIONS

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen, or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.



Deposit Account Agreement

DISPUTE RESOLUTION: BINDING ARBITRATION

Maintaining good relationships with our clients is important to us, so we ask that you call or visit any of our branch offices during normal business hours or contact us immediately at the telephone number or address provided in the Contact Information Section if you have an issue with your account or the banking services we provide. Often a call or visit with a Relationship Officer can resolve the matter quickly.

JUDICIAL REFERENCE

California. If you open an account with us in California and a dispute involving \$50,000 or more (including all claims of all parties) arises between you and us with respect to your account, this *Agreement*, its enforcement or our account services, either of us may require that it be resolved by judicial reference in a California Superior Court in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee is to be a retired judge, agreed upon by the parties or appointed by the court. All costs of the reference procedure, including, among other costs, the fee for the referee and the fee for the court reporter, are paid equally by all parties as the costs are incurred. The referee hears all pre-trial and post-trial matters, including requests for monetary damages and equitable relief, prepare an award with written findings of fact and conclusions of law, and apportion costs between the parties as appropriate. Judgment upon the award is entered in the court in which such proceeding was commenced and all parties have full rights of appeal. This provision is not deemed to limit or constrain either party's right to exercise self-help remedies such as set-off, to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver, to interplead funds in the event of a dispute, to exercise any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement, or to comply with legal process involving accounts or other property. Venue for any action brought in accordance with this provision is to be in Los Angeles County, California.

Other States. For accounts opened at a bank location outside the State of California, YOU AND WE EACH WAIVE OUR RESPECTIVE RIGHTS TO A TRIAL BEFORE A JURY in connection with any disputes between us related to this *Agreement*, its enforcement, your account or our account services to the fullest extent permitted by law. This waiver does not apply if your account is opened with us in a state where a jury trial waiver is not permitted by law. If your account is opened with us in a state where jury trial waiver is not permitted by law, you and we agree as follows: A lawsuit may be brought in court by either you or us only if the claims of all parties, including damage claims of all types, total less than \$50,000. If the claims of all parties total \$50,000 or more, you and we agree that all disputes of fact and law in connection with this *Agreement*, its enforcement, your account, or our account services are decided, at the option of either party, by binding arbitration, under the Rules of the American Arbitration Association, in accordance with Title 9 of the United States Code (Federal Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association. You and we agree that the arbitrator(s) may conduct some or all of the arbitration by telephone if the arbitrator(s) find that doing so is appropriate given the location of the parties and the amount in question.

A single arbitrator decides any dispute that involves total claims of \$250,000 or less. In that case, only the arbitrator has the power to award up to \$250,000, including all damages and costs of every kind. A submission to a single arbitrator is deemed a waiver of any right to recover more than that amount. A dispute involving total claims exceeding \$250,000 is decided, upon the request of either party, by a majority vote of a panel of three (3) arbitrators. An arbitrator appointed under this *Agreement* must be an attorney with 15 or more years of practice or a retired judge. No arbitrator has the power to award any remedies that could not be ordered by a court under the laws of the state where your account was opened. The arbitrator(s) decides the dispute in accordance with the law of the state where the account was opened, and the arbitrator(s) does not have the power to decide the dispute on any other basis.

Neither you nor we may bring, join, or consolidate disputes as a representative or member of a class in any arbitration, or act in any arbitration in the interest of the general public or in a private attorney general capacity.

All States. Nothing in this *Agreement* limits or prevents either party from exercising any lawful self-help remedies, such as set off, exercising any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement or otherwise, or from complying with legal process involving accounts or other property. Further, nothing in this *Agreement* limits or prevents any party from filing a lawsuit in court to obtain provisional or ancillary remedies such as attachment, replevin or writ of possession, injunctive relief, the appointment of receiver, or to interplead funds in the event of a dispute. Any action or arbitration brought in accordance with this *Agreement* may be brought only in the state where your account was opened, except that any lawsuit for provisional or ancillary remedies may also be brought in the state where the defendant resides or the collateral or other assets are located. Disputes in an amount subject to the jurisdiction of the state's small claims court are not be subject to an arbitration or judicial reference proceeding.

Accounts Opened Online. If we allow and we agree otherwise, accounts opened online are deemed to be opened in the State of California.

ELECTRONIC FUND TRANSFERS

Consumer clients refer to the *Consumer Electronic Fund Transfers Disclosure & Debit Card Agreement* for details governing EFTs, including protections, liabilities, rights, responsibilities, and error resolution.

Business clients refer to the *Business Debit Card Agreement* for details governing EFTs, including protections, liabilities, rights, responsibilities, and error resolution.

FEES/CHARGES

The *Schedule of Fees* and the *Account Disclosure* describe the most frequently encountered fees and charges associated with your account and banking services. Some banking services are negotiated separately and may be subject to other written agreements with us. Information on fees and charges for banking services not covered by the *Schedule of Fees* and the *Account Disclosure* are available upon request. In addition to fees and charges, you agree to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with your account or banking services (excluding any income tax payable by us).

The fees and charges disclosed in the *Schedule of Fees* and the *Account Disclosure* are current as of the date of publication, but are subject to change at any time.

For current fees and charges, call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section.

Refer to the *Account Disclosure* for information on how to avoid the imposition of fees and charges, as applicable.



Deposit Account Agreement

INTEREST ON DEPOSITS

INTEREST RATES ("RATES") AND ANNUAL PERCENTAGE YIELDS ("APYs")

Your account may earn simple interest or compound interest. The Rate on your account may be variable (change daily) or fixed for a selected term. Refer to the *Deposit Interest Rates* and the *Account Disclosure* for detailed Rate and APY information specific to your account.

The Rates and APYs described in the *Deposit Interest Rates* and the *Account Disclosure* are current as of the date of publication, but may be subject to change at any time.

For current Rates and APYs, call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section.

NOTIFICATION TO DEBTOR (YOU) FOR DISPUTED PAYMENTS [PURSUANT TO COMMERCIAL CODE SECTION 3311]

Be advised that if you have a dispute regarding the amount of the obligation which you owe us, you must direct all correspondence regarding the dispute to the address and department provided in the Contact Information Section.

Any checks or drafts delivered to us containing "payment in full" language, or similar notation indicating that the payment is intended to be a full satisfaction of a disputed amount, must be delivered to the address and department provided in the Contact Information Section. If a full satisfaction check is sent to an address other than the address listed above or is sent to a department other than the department provided in the Contact Information Section, we ignore the notation on the check. We do not agree to settle the dispute for the amount of the full satisfaction check by cashing the check unless the check is sent to the address and department provided in the Contact Information Section, and unless we specifically assent to such a settlement.

QUESTIONS/COMMENTS/CURRENT INFORMATION

Call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if you have any questions or comments.

The information provided in this *Agreement* and in other disclosures are current as of the date of publication, but are subject to change at any time. You may obtain current information by calling or visiting any of our branch offices during normal business hours or contacting us at the telephone number or address provided in the Contact Information Section.

UNAUTHORIZED TRANSACTIONS/ERRORS

Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if you suspect that there is an error or omission in your statement, or if you suspect that a check may have been forged or altered. This includes suspected unauthorized checks or endorsements. If you fail to notify us within 30 calendar days of the date we first make your statement available to you, then: (a) you are precluded from asserting any discrepancies against us and the checks are considered properly payable; and (b) we are not responsible for forgeries, alterations, or unauthorized checks even if you allege that we failed to exercise ordinary care and even if you maintain proper controls over your checks or account. Provide all of the relevant facts in your notice to us, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review all of your statements and notices we send or make available to you. If you participate in our check safekeeping service, your statements are deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if your statements provide you with the check or transaction number, amount, and date of payment.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery (including but not limited to a forged maker signature), counterfeit check, or other unauthorized debit to your account within 60 calendar 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.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within ten (10) calendar days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer EFTs).

Our maximum liability never exceeds the amount of actual damages proven by you. Our liability is 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). Unless otherwise required by law, we are not liable for: (a) any loss that is caused in part by your negligence if we acted with ordinary care; or (b) 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 covering any loss and to provide us with information regarding coverage. Our liability is 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. You waive all rights of subrogation against us with respect to any insurance policy or bond.

DIFFERENT NOTICE AND LIABILITY RULES APPLY TO CERTAIN CONSUMER EFTs. See the *Consumer Electronic Fund Transfers Disclosure & Debit Card Agreement* (applicable to consumer accounts only).



Deposit Account Agreement

WIRES/OTHER FUND TRANSFERS

Consumer clients refer to the *Remittance Agreement* (on the reverse side of the *Wire Transfer Application and Instructions*) for details governing outgoing wire transfers and the *Facsimile Funds Transfer Agreement* for details governing outgoing wire transfers requested by facsimile ("fax") machine.

Business clients refer to the *Remittance Agreement* (on the reverse side of the *Wire Transfer Application and Instructions*), *Cash Management Services Application*, and *Cash Management Services Agreement* for details governing outgoing wire transfers and the *Facsimile Funds Transfer Agreement* for details governing outgoing wire transfers requested by facsimile ("fax") machine.

PAYMENT ORDERS (ACH AND WIRE TRANSFERS)

This agreement is subject to Article 4A of the Uniform commercial Code-Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payment made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as approved in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of payment order or credit. If you have a separate agreement with us with respect to payment orders, the terms of that agreement supersede any conflicting terms in this *Agreement*.

ACCURACY

You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name, account, or identifying number, we and other institutions may process the order solely on the basis of the number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we use.

AMENDMENTS/CANCELLATIONS OF PAYMENT ORDERS

You have a right to amend or cancel a payment order that you provide to us within 30 minutes after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have affected the change or cancellation. You agree to indemnify, defend, and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order. There is generally a fee for amending or cancelling a payment order. Refer to the *Schedule of Fees* for fees related to wire amendments and cancellations.

CUTOFF HOURS

Our processing hours for payment orders vary based on location, transaction type, and other factors. Information about our processing hours is available upon request. We may process any payment order we receive after our processing cutoff hour on our next funds transfer business day.

FEES

Refer to the *Schedule of Fees* for funds transfers-related fees.

FOREIGN TRANSFERS

Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for their services and expenses by deducting the amount from your order. A portion of those charges may be shared with us.

LIMITATIONS OF LIABILITY

Our liability for any act or failure to act is not to exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we are not liable for any consequential, indirect, or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

NOTICES OF ERRORS

You agree to review all your statements and notices promptly to confirm the accuracy and authorization of each payment order. Promptly call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section if there is any discrepancy between your payment order and any confirmation or statement of account, or if you suspect any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including the relevant facts, within a reasonable time (not to exceed 14 calendar days from the date you first suspect the problem or receive your statement or notice reflecting the problem, whichever occurs first. For consumer wire transfers to foreign countries, refer to the *Payment Confirmation*. For consumers electronic fund transfers, refer to the *Consumer Electronic Fund Transfers Disclosure & Debit Card Agreement* for reasonable time to report).



Deposit Account Agreement

PROCESSING PAYMENT ORDERS

At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing.

UNAUTHORIZED PAYMENT ORDERS

We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders are deemed effective as if made by you, and you are obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders by placing a call to, or otherwise contacting, any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

WITHDRAWALS

ADVANCE NOTICES

As required by federal law, we reserve the right to require seven (7) calendar days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or interest-bearing checking account. We currently do not exercise this right and have not exercised it in the past.

AUTHORIZED SIGNERS

Only those of you who sign the permanent *Account Agreement* may withdraw funds from your account. Although, in appropriate cases, a court-appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, an approved power-of-attorney, or an appointed and authorized representative of a legal entity may also withdraw from your account.

If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that two (2) signatures (or more, if applicable) are required.

We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your authorized agents (e.g., persons acting under a power-of-attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction.

We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

CUTOFF HOUR

If we receive an item for payment on a weekend, a holiday, or after 2:00 PM PT on a business day, we may treat it as if we received it on the next business day.

DISCREPANCIES

If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability.

ELECTRONIC PRESENTMENTS/AUTHORIZATIONS/HOLDS

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., POS transaction) is being processed for collection. Some merchants may obtain an authorization in advance for a POS transaction in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

FOREIGN (NON-U.S.) TRANSACTIONS

Foreign withdrawals/debits may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment to a foreign country, we may execute the payment in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If for any reason the payment is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for their services and expenses by deducting the amount from your transaction. A portion of those charges may be shared with us. In addition, we generally charge for ATM, debit card, and POS transactions not conducted in the U.S. Refer to the *Schedule of Fees* for the fees related to foreign (non-U.S.) transactions.

LIMITATIONS

Withdrawals may be refused or limited. Refer to the *Account Disclosure* for withdrawal limitations.



Deposit Account Agreement

ORDER OF PAYMENTS

The *Overdraft Disclosure* describes our ad-hoc overdraft program, including but not limited to how we pay items drawn on/against your account. The order in which we pay the items is important if there is not enough money in your account to pay all items that are presented.

WITHHOLDING OF INCOME TAX

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number ("TIN"); (2) you fail to provide us with the required certified information; (3) the Internal Revenue Service ("IRS") instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may report interest and other payments to you to the IRS, along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the *Account Agreement* that it is exempt.

A non-resident alien ("NRA") or foreign entity not subject to interest reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). NRAs are generally required to certify their exempt status every three (3) years (or earlier upon request or changes) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your accountant, tax advisor, or the IRS.

CONSUMER ACCOUNTS ONLY

ADDITIONAL TERMS AND CONDITIONS

BANK'S RESPONSIBILITY TO FURNISH A COPY OF YOUR ACCOUNT AGREEMENT (SIGNATURE CARD) TO YOU

We must provide you with a copy of your *Account Agreement*. We may mail or deliver the copy to any one (1) of you who reside at the same address. A copy is also mailed or delivered to any other owner who does not reside at the same address.

OWNERSHIP OF ACCOUNT/BENEFICIARY DESIGNATION/DEATH OF AN OWNER(S)

You intend these rules to apply to your account depending on the form of ownership and beneficiary designation, if any. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

The following ownership types are not offered when prohibited by applicable state law.

- **Community Property Account** – if your account is held by a husband and wife or registered domestic partners as "community property," upon the death of one (1) of the spouses or partners, ownership of your account is determined by community property law and may be affected by a Will.
- **Individual Account** – your account is held by one (1) person and there is no designated beneficiary or survivorship rights of any other person.
- **Joint Tenancy Account** – if your account is held in "joint tenancy," upon the death of any owner, the deceased owner's share passes automatically to the surviving owner(s).
- **Pay-on-Death ("POD")/In Trust For ("ITF") Account (known as a "totten trust")** – if your account is held as POD or ITF, upon the death of all owners, your account passes automatically in equal shares (unless otherwise indicated in our records) to the named beneficiaries who survive the last surviving owner. Funds are paid to the named beneficiary(ies) accordingly.
 - Any one (1) of the owners may revoke or change beneficiaries during their lifetimes by updating our account documentation. Owners are required to provide us with each beneficiary's name, contact information (address and telephone number), and SSN. Owners are to keep us informed of any change to this required information.
- **Tenants in Common Account** – if your account is held as "tenants in common," upon death of an owner, the deceased owner's share passes to the estate or legal representative of the deceased tenant.

POWERS-OF-ATTORNEY ("POAs")

Any owner may appoint a POA (also called an attorney-in-fact) on your account. You should notify us in advance by calling or visiting any of our branch offices during normal business hours or contacting us at the telephone number or address provided in the Contact Information Section if you plan to create a POA involving your account. Upon request, we may provide you with a POA form for that purpose. We generally accept a *Uniform Statutory Form Power of Attorney* that complies with applicable state law. We may refuse to accept other POA forms for the purpose of appointing a POA, however, with or without cause.

We may act on the instructions of your appointed POA whether or not the POA relationship is noted in the instruction (e.g., on any check signed by the POA). You can revoke your appointed POA at any time by sending a written notice to us at your branch of account. We assume no duty to monitor the actions of your appointed POA to ensure that (s)he acts for your benefit.

A general POA terminates upon your death or incompetency. A durable POA does not terminate upon your death or incompetency.

SUBSTITUTE CHECKS

You agree not to deposit substitute checks, as described below, or checks bearing the substitute check legal equivalence verbiage ("*This is a legal copy of your check. You can use it the same way you would use the original check*") to your account without our prior written consent. Unless we agree otherwise



Deposit Account Agreement

in writing, our acceptance of such checks does not obligate us to accept such items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney's fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence; (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

You agree not to issue checks with features or marks that obscure, alter, or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

Substitute Checks and Your Rights – Important Information About Your Account. What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What Are Your Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced-check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we can later demonstrate that the substitute check was correctly posted to your account.

How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, call or visit any of our branch offices during normal business hours or contact us at the telephone number or address provided in the Contact Information Section.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or your statement showing that the substitute check was posted to your account, whichever is later. We extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- Your name and account number;
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check number, date of the check, name of the person to whom you wrote the check, and the exact amount of the check.

BUSINESS ACCOUNTS ONLY

ADDITIONAL TERMS AND CONDITIONS

CHECKS

You should store checks under dual control in a secure, locked location that is accessible only to authorized personnel.

You agree not to entrust the writing of checks and the reconciliation and review of your statements and notices to the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered, or unauthorized checks if you fail to follow these procedures.

OTHER AGREEMENTS

You may have another agreement with us which, by its terms, supersedes this *Agreement* in whole or in part. For example, certain provisions of your other agreements with us (e.g., involving cash management services) may supersede some of the terms of this *Agreement*, to the extent that they are inconsistent.