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DEPOSIT ACCOUNT AGREEMENT

BUSINESS ACCOUNTS

WELCOME - Thank you for opening an account with us.

Agreement - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. Your continued use of the account is your agreement to be bound by these rules as they are updated from time to time. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions about your account, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Oregon and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

Who We Are Definitions - As used in this document the words "Umpqua Bank," "bank," "we," "our," and "us" mean Umpqua Bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. We are Umpqua Bank, an Oregon state chartered bank. We are owned by Columbia Banking System, Inc. We also operate under the trade names Columbia Private Bank and Columbia Healthcare Banking. When you bank with Columbia Private Bank and Columbia Healthcare Banking, you are banking with Umpqua Bank. Deposits held at Columbia Private Bank, Columbia Healthcare Banking and Umpqua Bank are all subject to a single FDIC deposit insurance limit.

However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

FDIC Insurance - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

GENERAL TERMS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Credit Verification - By requesting to open an account with us, or by agreeing to be a signer on an account or obtaining any other service from us, you agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency. You agree that we may do so at the time you open the account, at any time while your account is open, or after your account is closed if you owe us any amounts related to your account.

Unlawful Internet Gambling Notice - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Amendments and Termination - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

Notices - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

No Waiver Agreement - No waiver of this agreement or any part of this agreement is valid unless it is in writing and signed by an authorized officer of Umpqua Bank. Delayed enforcement of any part of this agreement does not constitute a waiver. Waiver of any part of this agreement at any one time does not stop us from exercising its terms at any other time.

Waiver of Notices - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

Liability - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Services and Fees Schedule. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

You agree that, except as provided in this agreement and to the extent allowed by law, we will not be liable for any indirect, incidental, special, consequential or punitive damages for any error or mistake we make in good faith. The limitation applies to any damages that might be in contract or tort, and whether or not the consequences were foreseeable by us.

Dispute Resolution; Class Action Waiver - In the event of a dispute between you and us relating to or arising out of this agreement, you and we agree to reasonably work together in good faith to resolve such dispute informally. If you and we are unable to resolve such dispute informally, then either you or we may submit the dispute to mediation. Both parties must participate in good faith during any such mediation and will be responsible for an equal share of the costs of mediation. In the event such mediation does not result in a resolution of the dispute, then either you or we may submit the dispute to be resolved by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration will proceed solely on an individual basis, without the right to arbitrate on a class basis or in a representative capacity. The results of any arbitration will have no preclusive effect on any dispute with anyone who is not a named party to the arbitration. In any such arbitration, the arbitrator's fees will be shared equally by the parties during the course of arbitration, but such fees will be recoverable as costs to the prevailing party at arbitration. Each party will be responsible for their own respective attorneys' fees. The arbitrator will control the scheduling of all events and will resolve all disputes, including disputes regarding pretrial procedure and discovery. The decision of the arbitrator will be binding, and either party may submit the arbitrator's decision as an enforceable decision with any court having jurisdiction as described below.

You and we agree that any informal dispute resolution, mediation, and/or arbitration will occur in a county that is chosen by us at our sole discretion. Subject to the parties' agreement to informally resolve, mediate, and/or arbitrate disputes (as described above), you and we irrevocably consent to the

exclusive jurisdiction and venue of the courts located in a county that is chosen by us at our sole discretion in connection with any suit, action, or matter arising out of or relating to this agreement (and both you and we expressly consent to personal jurisdiction in any such state or federal court located in a county that is chosen by us at our sole discretion).

Jury Trial Waiver - Both you and we waive trial by jury in any judicial proceeding involving (directly or indirectly) any matter (whether in tort, contract, or otherwise) in any way arising out of, related to, or connected with this agreement or the products or services offered or provided in connection with this agreement.

Statements - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, 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). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care.

The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

Setoff - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. You give us the right, without demand or prior notice, to apply all or part of the money in your account(s) with us, including, unless expressly prohibited by law, joint accounts, against any debt any one or more of you owe us now or in the future. Such a debt may include your obligations under a loan or guaranty and any fees you may owe us.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Security Interest - You grant to us a security interest in all your accounts with us to secure any amount you owe us, now or in the future. We may enforce our security interest without demand or prior notice to you. We will not be liable to

you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations, or results in an overdraft. You agree to hold us harmless from any claims arising as the result of our security interest in, or enforcement of our security interest against your account.

You promise that you will not pledge a security interest in your account to any third party without our prior written consent. Any pledge of your account to a third party remains subject to our security interest and right of offset.

Signature Authorizations - Any individual you appoint as an Authorized Signer on your account is authorized to access the account and conduct any transactions or business relating to your account subject to any limitations. No change in authorized signers is effective until we have received written notice of the change from an Account Owner or an Authorized Officer and have had adequate time to approve and act on it. You agree that we may treat any signature on a check or other item drawn on your account as authorized, regardless of whether the signer is designated as an authorized signer on a signature card, if the signer has actual, implied or apparent authority to act on your behalf. We may act on any signature we believe in good faith is authorized, and we will not be liable for our actions in doing so except to the extent required by law.

If you voluntarily give information about your account (such as our routing number and your account number) to a party that is seeking to sell your goods or services, any debit to your account initiated by the party to whom you gave your information is deemed authorized, even if you gave the information in error.

You authorize us to store and use signature card information in any reasonable form we deem necessary, including any digitized signature capture process.

Facsimile or Other Electronic Submission of Agreements - We may permit you to sign certain agreements relating to your Account by facsimile transmission or any electronic submission (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., docusign.com), and retransmission of any signed facsimile or other electronic transmission will be the same as delivery of an original document. At our request, you agree to confirm facsimile or other electronic submission signatures by signing and delivering an original document to us.

Facsimile Signatures - At times, you may wish to use a facsimile or other form of mechanically reproduced signature (e.g., a desktop publishing, digitized, or computer software generated signature, etc.) to sign checks or other orders relating to your account(s). If you plan to use a facsimile or mechanically reproduced signature device, you agree to notify us, provide us with a sample, and complete any relevant bank forms before you use the device. If you fail to notify us or to provide a sample, this section will still apply to use of the device.

You are solely responsible for maintaining the security of any facsimile or mechanically reproduced signature (and the device used to affix such signature) and you will bear the entire risk for any unauthorized use, regardless of whether or not you have been negligent. Further, we will have no obligation to honor a facsimile or mechanically reproduced signature on your items. If we choose to honor such a signature, you authorize us to charge you for any item that is drawn on us or you, so long as the signature reasonably resembles the sample you have provided us or the facsimile or mechanically reproduced signature actually used by you. You agree that no facsimile or mechanically reproduced signature (or reasonable resemblance of such signature) we are authorized to honor will be considered a forgery or an unauthorized signature, and that each such facsimile or mechanically reproduced signature (or reasonable resemblance of such signature) will be effective as your signature or indorsement, regardless of whether or not you have been negligent. You agree to indemnify and hold us harmless from and against any and all losses, costs, damages, liability, and exposure (including a reasonable attorneys' fee) we or you may suffer or incur as a result of any unauthorized use (or misuse by any person) of any facsimile or mechanically reproduced signature or device.

You must immediately notify us if you suspect that your facsimile or mechanically reproduced signature is being (or has been) misused.

Appointment of Attorney-In-Fact - In any account, if joint depositors are involved, each depositor appoints the other or each of the others as his or her attorney in fact to indorse all instruments to be deposited, to make deposits and withdrawals, and to stop payment of checks or other items against the account. It is the intent of each joint depositor that the authority conferred on the other or others can be exercised notwithstanding the depositor's disability or incapacity or any uncertainty as to whether or not he or she is living.

Power of Attorney - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or to submit the deposit account application in that capacity. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

Legal Actions Affecting Your Account - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account

until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The Services & Fees Schedule applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

You agree to indemnify us, our affiliates, and the directors, officers and employees of ours, and our affiliates, against all losses, costs, attorneys' fees and any other liabilities that we incur by reason of responding to any legal action involving you or your account, regardless of the manner of such response, which manner is solely within our discretion. As part of the indemnity, if we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay to us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees or other costs we may incur in collecting the amount from you. We will only be liable for willful violations of any duty to you which may arise by reason of the legal action.

Resolving Account Disputes - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Account Transfer - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

Death or Incompetence - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

Account Security - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like 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 or coworker, for example) who then exceeds that authority, you are liable for the transfers unless 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, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been 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).

Positive Pay And Other Fraud Prevention Services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Claim of Loss - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial

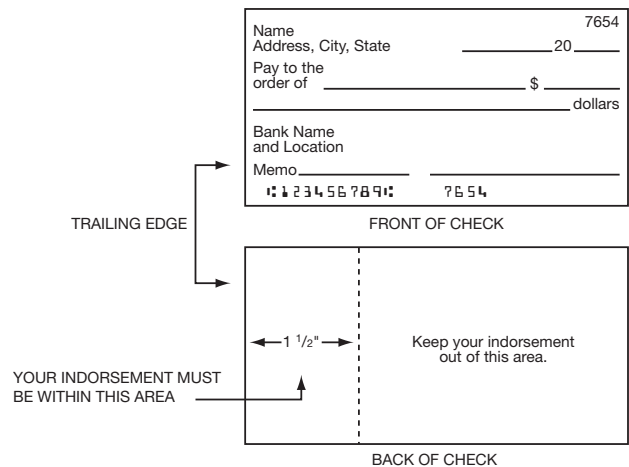
Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Indorsements - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

Monitoring and Recording Telephone Calls and Consent to Receive Communications - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize

us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

Telephonic Instructions - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

Direct Deposits - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Early Withdrawal Penalties (and Involuntary Withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

Address or Name Changes - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Deposits - We may refuse to accept any item for deposit, including because we believe it has been altered or forged, or for any other reason. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of discrepancies of \$5 and above. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Cash Transaction Reporting - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

Foreign Transactions - Transactions must be in U.S. Dollars. If you use an automated teller machine (ATM) or conduct a point-of-sale (POS) transaction or electronic funds transfer in a foreign country, or write a check in a foreign currency, and we choose at our option to process the transaction, we will charge the item against your account at the foreign exchange rate imposed on us when we receive the item. If you receive a credit or deposit a check or electronic funds transfer to your account in foreign currency, we may at our option, reject, accept, or accept on a collection basis, and if accepted, credit your account at the foreign currency exchange rate imposed on us on the day of the credit or deposit. This exchange rate may be different from the exchange rate in effect on the day you made or accepted the debit, credit, or check transaction and a transaction fee may be charged. If any debit or credit is reversed for any reason, we will reverse the transaction at the foreign exchange rate imposed on us on the date of the reversal. VISA Debit Card transactions conducted with a non U.S. merchant will be charged an International Service Assessment (ISA) fee which will appear as a separate transaction on your monthly deposit account statement as a "Foreign Trans Fee".

Backup Withholding / TIN Certification - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than any frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash Withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Overdraft Protection Plans - Upon our receipt of the applicable bank form(s), your checking account can be linked to one of the following: a checking account, savings account, money market account, or a line of credit with us (each a "linked account") for the purpose of covering overdrafts that may occur on your checking account.

If on any day your checking account does not have sufficient funds to cover items that are presented for payment, funds will be automatically transferred from the linked account to cover the overdraft. Funds will be transferred even if there are insufficient funds in the linked account to cover the amount of the overdraft in your checking account. A fee will be assessed for each automatic transfer to cover an overdraft in your checking account unless the amount of the transfer does not cause benefit to you by your avoidance of one or more overdraft or insufficient funds fee. Such fees shall be assessed to the covered checking account.

Funds will be transferred from the linked account to the checking account and fees assessed regardless of the nature of the debit that created the overdraft in the checking account. Such debits may include checks, wire transfers, ACH withdrawals, debit card charges, and ATM withdrawals.

Overdraft protection shall not limit right of setoff or recoupment.

Nonsufficient Funds (NSF) Fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment Types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance Information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds Availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. 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. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. Because the temporary hold affects your "available balance", if another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction may be declined.

Payment Order of Items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Generally our policy is to process withdrawals first, by dollar amount - smallest to largest on the day they are processed. We process POS transactions second, by dollar amount - smallest to largest on the day they are processed. We process ATM transactions third, by dollar amount - smallest to largest on the day they are processed. We process online transfer withdrawals fourth, by dollar amount - smallest to largest on the day they are processed. We process checks you have written fifth, according to the serial number order on the day they are processed. We process ACH transactions sixth, by dollar amount - smallest to largest on the day they are processed.

If a check, item or transaction (other than an ATM or everyday debit card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF).

The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

CHECKING ACCOUNTS

Sub-Accounts - For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. You will transact business using the checking (transaction) sub account. You cannot directly access the non-transaction sub account. As necessary, we may automatically transfer funds between these two sub-accounts. This arrangement will not affect your available balance, FDIC insurance coverage, your monthly statement, or the interest you may earn, if your checking account is an interest-bearing Account.

Stop Payments - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

All information you give us must be correct and accurate. We will mail you a notice asking you to verify the accuracy of this stop payment information. If we do not hear from you, we assume the information is correct and we will keep the stop payment in effect until the expiration date stated in the notice. We will not be responsible if the payment cannot be stopped because information on the form is not correct and you fail to notify us or fail to give any other reasonable information regarding the item. We will keep the stop payment in effect until the expiration date stated in the notice. Your order will lapse on the expiration date if you do not renew the order in writing before that date. We are not obligated to notify you when a stop-payment order expires. Requests to remove a stop payment from your account before the expiration date in the notice must be confirmed in writing.

You may stop payment on any item drawn on your account whether you sign the item or not. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

You acknowledge that you have no right to stop payment on a cashier's check, official check, teller's check or other check that is not drawn on your account.

Check Processing - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

Restrictive Legends or Indorsements - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature

accompanied by the words "for deposit only" is an example of a restrictive indorsement.

Re-presented Checks - If a merchant or payee electronically re-presents a paper check that was returned because you did not have enough money in your account, the transaction is not covered by the Electronic Funds Transfer Act. Checks that are re-presented will not be included with your statement; however, we may charge an overdraft or NSF fee to a re-presented check if applicable. Please see the section "Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees." A merchant may electronically collect a fee associated with a re-presented check. If collected from a consumer account, the fee is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure below. The fee will appear on your statement.

Remotely Created Checks - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Stale-Dated Checks - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

Electronic Check Conversion - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This applies whether the check is blank, partially completed, or fully completed and signed, whether it is presented at the point-of-sale or mailed to a merchant or lockbox and later converted to an EFT, or whether it is retained by you or the merchant or payee. This is called an electronic check conversion. We have the right to convert an item into an electronic image and if we receive an image instead of the item, you may request a copy of the image.

Fictitious Business Name Accounts - If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

Unclaimed Property Notice - Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

ACCOUNT OWNERSHIP TYPES

Ownership of Account and Beneficiary Designation - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. 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.

Business, Organization and Association Accounts - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Corporations, Partnerships, Sole Proprietorships, Limited Liability Company, Limited Liability Partnership, Fiduciary or Unincorporated Association Accounts - In addition to this agreement, each account of a corporation, partnership, sole proprietorship, limited liability company, limited liability partnership, fiduciary, unincorporated association or other organization will be governed by separate resolutions, documents and agreements with us.

If this is a partnership or limited liability partnership or voluntary association account, any one or more of the partners or members named on this account has full authority to act for the partnership or association, and for every partner or member in all partnership and association transactions. The signature of any one partner or member will bind the partnership or association and all other partners or members whether or not named on this account. We will not be liable for payment made or other actions taken in reliance on the orders or instructions of any partner or member. Every partner or member named represents to us that the partnership or association exists and that each partner or member is authorized to transact any business relating to this account. The partnership or association will provide any supporting documentation which we may request.

Fiduciary Accounts - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a

fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Designations - You agree that we may honor without liability any right of survivorship or payable-on-death designations on your account(s) unless and until we have been provided notice and a reasonable opportunity to act upon different instructions that may be contained in a will or other similar testamentary disposition. In the event of a conflict between your account designation and such other instructions effective upon death, we may require a court order to resolve the conflict.

SERVICES

Wire Transfers and ACH Payments - Wire transfers are subject to our standard Wire Transfer Terms and Conditions or, if you are enrolled in our Treasury Management Banking Services (our "TM Services"), the agreements and terms and conditions applicable to the TM Services. A copy of the Wire Transfer Terms and Conditions is available at any branch. If you are enrolled in our TM Services, ACH payments are also subject to the agreements and terms and conditions applicable to the TM Services. We have no obligation to accept incoming funds transfers for your benefit. All credits to your account(s) for a funds transfer are provisional until we receive final payment for the amount of the transfer. If we do not receive final payment, you agree to refund to us the amount of the transfer. We will not provide you with a separate notice each time we receive a wire transfer or ACH payment to your account. If we accept a payment through an ACH, the operating rules of the National Automated Clearing House Association will apply, you agree to be bound by such rules, and we will not give you notice of the payment. Instead, incoming wires and ACH payments will be reflected on your periodic statement. If you request paper, fax or email advice for wire transfers or ACH payments, and we agree separately in writing to comply with such request, you agree to exercise care in maintaining your own security in the receipt of such advice. You acknowledge that you alone assume full responsibility for maintenance of your internal security procedures to keep your information confidential. You agree that we will not be required to provide any other notice to you, unless we have otherwise expressly agreed to do so in writing.

Night Depository - You assume any and all risk arising out of the use of any night depository facility. You agree that we are not responsible for any loss or damage that results from a mechanical defect, act of God, or malfunction with respect to the facility itself, lock bag or any other receptacle used by you, unless such damage or loss is caused by our gross negligence or deliberate malfeasance. You further agree that we will not be responsible for any loss or personal or pecuniary injury occasioned by the use of the night deposit facility resulting from unlawful acts of other persons, including, but not limited to assault, theft, vandalism, or malicious mischief.

Telephone Transfers - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

Check Cashing - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

SAVINGS & MONEY MARKET ACCOUNTS

Transfer Limitations - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

ATM / DEBIT CARD

Termination - We reserve the right to terminate your use of your ATM Card or VISA[®] Debit Card with or without cause. We may immediately do so if (a) you or any authorized user of the card breaches this or any other agreement with us, (b) we have reason to believe that someone has transferred or may transfer money from your account(s) without your permission, or (c) you or any authorized user of your card or account(s), which may be accessed by your card, requests that we do so. If you ask us to terminate or suspend your account(s) or card(s), you will remain liable for subsequent Electronic Funds Transfer (EFT) transactions performed by you or any authorized user.

Other Agreements - Your use of your ATM Card, VISA[®] Debit Card, or Online Banking may be subject to the terms of one or more separate agreements, which are incorporated into this agreement. All terms, conditions and agreements which govern your account (including those appearing in this agreement, on the signature card or any other rules and regulations or agreements) also apply to any electronic transactions including the use of your

ATM Card, VISA® Debit Card, or Online Banking except where this agreement provides differently.

Security - You agree not to disclose or otherwise make your Cash Card or VISA® Debit Card, or PIN or any other access device available to anyone without our prior written consent. Do not write your PIN on your card or keep in the same location as your card. You agree that to the extent allowed by applicable law, you will be liable for all transactions conducted using your card or PIN.

INACTIVE OR ABANDONED DEPOSIT ACCOUNTS

Inactive Account Charges - To the extent allowed by law, we may impose a reasonable monthly service charge, as reflected in the Services & Fees Schedule, for all inactive checking, money market, and savings accounts. Checking, money market, and savings accounts are considered inactive after 24 months, unless you have:

- Increased or decreased the amount on deposit, exclusive of interest, fees or other adjustments by us.
 - Communicated with us in writing concerning the deposit account, or
 - Met other requirements imposed by state law.
- We may terminate Online Banking access to your accounts if you have not logged in for at least 12 months.

Unclaimed Property - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

Payment of Interest Will Cease - At the time your interest earning deposit account is considered abandoned, it will no longer earn interest.

Balance Forwarded to the State - If your deposit account is presumed abandoned, the balance will be forwarded to the state as "abandoned" under state law. Thereafter, you may recover the money by making a claim directly to the state.

NOTICE OF ATM / NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- (1) Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- (2) Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- (3) Compare your records with the account statements or account histories that you receive.
- (4) Don't lend your ATM card to anyone.
- (5) Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- (6) Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- (7) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (8) If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (9) When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- (10) Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- (11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

(12) Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

(13) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

(14) We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY POLICY

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 2:00 P.M. unless otherwise posted on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 2:00 P.M. unless otherwise posted or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- Our policy checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules For New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the seventh business day after the day of your deposit.



EFFECTIVE DATE: 2-1-2022