

Deposit Account Disclosure

For Personal Accounts



Effective February 15, 2016

TABLE OF CONTENTS

YOUR ACCOUNT AGREEMENT WITH BANK OF THE WEST ...5	
The Agreement	5
Liability	5
Our Relationship	6
Reservation of Rights.....	6
Governing Law	6
IMPORTANT DEFINITIONS	6
WHEN YOU OPEN YOUR ACCOUNT	8
Identification Requirements	8
Account Opening Verification.....	9
Types of Account Ownership	9
Individual Account	9
Joint Account, also known as Joint with Right of Survivorship.....	9
Tenancy in Common Account	9
Pay on Death (P.O.D.) Account with Single Party.....	10
Pay on Death (P.O.D.) Account with Multiple Parties	10
Uniform Transfers to Minor Act (UTMA) Account.....	10
Fiduciary.....	10
Representative Payee Account	10
No Right of Privacy Among Joint or Co-Owners	11
Use and Purpose of Personal Accounts	11
GENERAL INFORMATION ABOUT DEPOSIT ACCOUNTS	11
Balances and Cut-off Times.....	11
Identifying Your Account Number for Deposits	11
Change in Signers	12
Change in Address	12
Signature Requirements	12
Review of Drawer Signatures	12
Death or Incompetence.....	12
Dormant Accounts and Escheatment	13
Notices	13
Changes in Terms and Conditions.....	14
Sub-Accounts.....	14
DEPOSITS TO YOUR ACCOUNT	14
Accepting Deposits	14
Verification of Deposits	15
Correction of Deposit Errors	15
CHECKS	15
Check Cashing.....	15
Check Cashing Fee - Bank of the West Check.....	16
Remotely Created Checks Deposited.....	16
Requirements When Creating or Depositing a Remotely Created Check.....	16
Postdated and Void-Dated Checks	16
Stale-Dated Checks	17
Checks Drawn in Non-U.S. Dollars and/or Drawn on Foreign Banks	17
Endorsements or Notations on Items.....	17

"Mechanized" and Facsimile Check Signatures.....	18
Returned Deposited Items	18
Advanced Notification of Returned Item	19
Stop Payments.....	19
Order of Paying Checks and Other Items	20
Check Printing.....	21
Check Processing	21
Checks Accepted for Deposit.....	21
Electronification of Checks.....	21
Merchant Capture Program	22
Check Deposits by a Mobile Deposit Service	22
FUNDS AVAILABILITY POLICY	23
Your Ability to Withdraw Funds.....	23
Determining the Availability of Your Deposits	23
Longer Delays May Apply	23
Special Rules for New Accounts.....	24
Deposits at Automated Teller Machines and Cut-Off Times.....	24
Holds on Other Funds (Check Cashing)	24
Holds on Other Funds (Other Account)	24
SUBSTITUTE CHECKS AND YOUR RIGHTS	25
What is a substitute check?	25
What are my rights regarding substitute checks?	25
How do I make a claim for a refund?	25
WITHDRAWALS AND ACCOUNT CLOSURES	26
Closure of the Account.....	26
Reporting of Account Closure	26
Right to Advance Notice of Withdrawal or for Cash Withdrawals.....	26
Authority to Withdraw	27
Other Withdrawal Limitations	27
Availability of Funds	27
ELECTRONIC FUND TRANSFERS	27
Electronic Fund Transfers Initiated By Third Parties.....	28
Designation of Primary Funding Account.....	28
Bank of the West ATM Account Access	29
Shared ATM Network Account Access	29
Frequency and Dollar Limitations at Bank of the West and Shared ATM Networks.....	29
Types of Debit Card Point-of-Sale Transactions.....	29
Frequency and Dollar Limitations on Point-of-Sale Transactions.....	29
Currency Conversion and Foreign Transaction Fees	30
Advisory Against Illegal Use	30
General Information for ATM Card and Debit Card Services.....	31
ATM/Debit Card Security Measures	32
Limitations on Frequency of Transfers from Savings and Money Market Accounts	33
Wire Transfers	33
Related Fees.....	33
Documentation of Transactions	33
Right to Stop Payment on Preauthorized Payments.....	33

Our Liability for Failure to Make Transfers.....	34
Confidentiality of Information	34
Consumer Liability of Unauthorized Transfers.....	34
MasterCard® Debit Card Zero Liability	35
Contact Us in the Event of an Unauthorized Transfer	35
Special Rules for Colorado Accounts	36
Special Rules for Minnesota Residents	36
PRECAUTIONS AT ATM, DRIVE-UP WINDOW AND NIGHT DROP FACILITIES	37
FUNDS TRANSFERS	38
Funds Transfers.....	38
Notice of Receipt of Funds Transfer	38
Funds Transfer's Reliance on Identification Numbers	38
Transmitting and Recording Information About You in the Funds Transfer Payment Process.....	38
Transfers Received Through the Automated Clearing House	38
INTERNATIONAL ACH TRANSACTIONS	39
INFORMATION ABOUT FDIC INSURANCE	39
FDIC Insurance.....	39
IMPORTANT INFORMATION ABOUT YOUR CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS	39
Rate Information	39
Frequency of Rate Changes	39
Tiered Rate Accounts	39
Compounding and Crediting Frequency	40
Annual Percentage Yield or APY	40
Effect of Closing an Account.....	40
Computation Method.....	40
Accrual of Interest on Noncash Deposits	40
Transaction Limitations on Savings and Money Market Accounts	40
Auto-Save Feature.....	41
IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT AND RETIREMENT ACCOUNTS.....	41
Rate and Term Information	41
Compounding Frequency.....	42
Crediting Frequency.....	42
Effect of Closing an Account.....	42
Computation Method.....	42
Accrual of Interest on Noncash Deposits	42
Grace Period	42
Additional Deposits	42
Withdrawals of Principal Prior to Maturity	42
Withdrawals of Interest Prior to Maturity	42
Additional Withdrawals.....	43
Early Withdrawal Penalties	43
Automatically Renewable Certificates of Deposit	43
Renewal Notices	43
Non-Automatically Renewable Certificate of Deposit	44
Returned Interest Disbursements	44
Individual Retirement Accounts	44

OVERDRAWN ACCOUNTS AND PAYMENT OF OVERDRAFTS	45
Overdrawn Accounts or Non-Sufficient Funds	45
Standard Overdraft Practices	45
Debit Card Overdraft Service	46
Overdraft Program Alternatives	47
Savings Overdraft Protection	47
Gold Line	48
ABOUT YOUR ACCOUNT STATEMENTS	48
Account Statements in General	48
Statements and Your Responsibility to Review	49
Combined Statements	50
Check Safekeeping	50
IRS REPORTING	50
Tax Identification Number and Interest Reporting	50
Backup Withholding	50
Notice to All Non-Resident Aliens	51
SAFE AND SELF-SECURED DEPOSIT BOXES	51
ACCOUNT SECURITY	52
Your Responsibility	52
Account Numbers	52
Closing a Compromised Account	52
Blank Checks	52
Claim of Loss	52
Preventing Fraud and Other Losses	53
RESOLUTION OF DISPUTES BY ARBITRATION	53
Agreement to Arbitrate Disputes	53
Disputes Covered By Arbitration	53
Disputes Not Covered By Arbitration	54
Commencing an Arbitration	54
Arbitration Procedure	54
No Class Action or Joinder of Parties	55
Arbitration Costs	55
Applicable Law	55
Severability	55
ADDITIONAL TERMS AND CONDITIONS	55
Legal Processes	55
Right of Set-off and Security Interest	56
Pledges and Security Interest to Others	57
Referrals to Reporting Agencies and Collection Actions	57
Transfer of Ownership	57
Agents and Powers of Attorney	57
Conflicting Demands	58
Investigative Freezes	58
Enforcement	58
Instructions by Facsimile, Email or Voicemail	58
Our Communications with You	58
Retaining Records	59

YOUR ACCOUNT AGREEMENT WITH BANK OF THE WEST*

The Agreement

This Deposit Account Disclosure for Personal Accounts ("Disclosure"), 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. If you sign the signature card or open or continue to use the Account(s), you agree to these rules. You will receive a separate signature card, schedule of rates ("Rate Sheet"), a Schedule of Fees and Charges for Personal Deposit Accounts, and any addenda to this Disclosure (collectively, the "Agreement"). If you have any questions, please call us.

As used in this Agreement the words "Bank," "we," "our," and "us" mean Bank of the West 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. 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. The headings in this Agreement 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 Agreement should be construed so the singular includes the plural and the plural includes the singular.

The purpose of this document is to:

- Summarize some laws that apply to common transactions;
- Establish rules to cover transactions or events which the law does not regulate;
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- Give you disclosures for some of our policies which may be applicable to you 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.

Liability

You agree, for yourself and the person or entity you represent if you sign as a representative of another, to the terms of your Account(s), including this Agreement. You authorize us to deduct fees and charges (as disclosed in our Schedule of Fees and Charges for Personal Deposit Accounts) as accrued, without notice to you, directly from the Account balance as accrued. If your Account balance is insufficient to pay for such fees and charges, you agree to pay us promptly for any deficiency. You will pay any additional charges for services you request which are not covered by this Agreement.

You will be liable for our costs, 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 a signer on your Account or similar party; or a third party claiming an interest in your Account. All costs can be deducted from your Account when they are incurred, without notice to you. If your Account balance is insufficient to pay for such costs, you agree to pay us promptly for any deficiency.

We shall not be liable for special, indirect, punitive or consequential damages which arise under this Agreement or by law with respect to your Account. Any loss to you is reduced by your recovery of funds or services from any other source.

Should a dispute arise between the parties, it is agreed that we will make every effort to resolve it amicably. However, should the dispute not be resolved, the procedures outlined in the RESOLUTION OF DISPUTES BY ARBITRATION section of this Agreement will apply.

Our Relationship

Our relationship with you shall be one of debtor and creditor; no fiduciary, quasi-fiduciary, or other special relationship exists between us.

Reservation of Rights

We shall not be deemed to have waived any of the provisions contained in this Agreement by having waived the same or similar provisions at any other time. We reserve the right to close any Account at any time without prior notice, with or without cause. We reserve the right to refuse to open any Account, and also the right to add to or to change or discontinue terms of any Account or service after opening. Examples used in this Agreement are not intended to be the only applications of the rule being explained. Examples are illustrative and not limiting.

Governing Law

Except as otherwise expressly indicated herein, this Agreement is subject to applicable federal and state laws of your branch of Account 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.

* In South Dakota, Bank of the West operates under the name of Bank of the West California.

IMPORTANT DEFINITIONS

Capitalized terms used herein but not otherwise defined herein shall have the definitions assigned to such terms in the Rate Sheet, the Schedule of Fees and Charges for Personal Deposit Accounts or in other documents that make up part of this Agreement.

Account. The term "account" means any savings, money market, transactional (checking), or certificate of deposit account that you have with us.

Agent. The term "agent" shall mean any person that you authorize to act on your behalf. Refer to "Agents and Powers of Attorney" in the ADDITIONAL TERMS AND CONDITIONS section of this Agreement for additional details regarding appointment of Agents.

Automated Clearing House (ACH). The ACH is a nationwide Electronic Fund Transfer system that permits participating depository financial institutions to clear payments electronically.

ACH transactions are governed by clearing house operating rules and consumers are protected under Federal Regulation E for most ACH transactions. Using the ACH, originating financial institutions may cause payments, such as payroll, Social Security or other government benefits, to be paid into your Account. Similarly, originating financial institutions may cause direct payments, such as mortgages, loans, utility bills, or insurance premiums to be debited from your Account.

Automated Teller Machine (ATM) Card. The ATM Card issued by the Bank may be used at ATMs inside and outside the United States that display any of the logos on the ATM Card. If your ATM Card is linked to your checking Account, it may also be used at Point-of-Sale (POS) Terminals inside and outside the United States that display any of the logos on the ATM Card.

Business Day. Our Business Days are Monday through Friday, excluding federal holidays.

Card. As used in this Agreement, "Card" includes both the ATM Card and the Debit Card.

Debit Card. The Debit Card issued by the Bank may be used at ATMs and POS Terminals inside and outside the United States that display any of the logos on the Debit Card.

Direct Deposits. Electronic deposits of periodic payments, such as salary, pension, Social Security, Supplemental Security Income (SSI) benefits, or other regular monthly income, that are made into your Account through the ACH by your employer or other payer. Wire transfers, deposits you make, and transfers you make between your deposit Accounts with us are not considered Direct Deposits.

Item. An "item" means any paper check or draft whether presented in paper form or electronic form. If indicated in the context, it may include an ACH debit or credit, or any form of electronic presentment.

Occurrence (solely for the purposes of Overdrafts and Returned Item Fees). An Occurrence is each day in which your Account does not have sufficient available funds to cover the Items presented for payment regardless of whether or not you are charged an Overdraft and/or Returned Item Fee for the Item. For example, if you have three (3) Items presented for payment in a single day for which there are insufficient funds to cover these Items, that is considered to be one (1) "Occurrence." However, you may be charged for each of the three (3) Items. An Overdraft and/or Returned Item Fee is based on the number of Overdraft and/or Returned Item Occurrences in the current month plus the previous 12 full months. In this section, an Item includes, in addition to paper checks and drafts, any ACH or Card transaction presented.

Overdraft. An Overdraft results from the Bank's payment of Items or Card transactions despite the lack of available funds. The Bank may assess an Overdraft Fee for this service. Refer to the OVERDRAWN ACCOUNTS AND PAYMENT OF OVERDRAFTS section of this Agreement for further details.

Point-of-Sale (POS). A purchase transaction conducted at any merchant or self-service Terminal where the ATM Card or Debit Card is accepted.

Primary Account Holder. The first named owner on any Account. The Primary Account Holder's Social Security Number/Taxpayer Identification Number is the number under which any interest accruing on the Account is reported to the Internal Revenue Service. We may require the Primary Account Holder to meet certain conditions that are not required of other Account holders, e.g., be of age of majority.

Remotely Created Check. 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 or the drawer and does not contain the signature of the Account holder (or a signature purported to be the signature of the Account holder). In place of a signature, the Remotely Created Check usually has a statement that the Account holder authorized the check or has the Account holder's name typed or printed on the signature line. For example, if a person provides an Account number in response to a telephone solicitation, the telephone solicitor can use the Account number to issue a Remotely Created Check to withdraw money from that Account. Please refer to "Remotely Created Checks" in the CHECKS section of this Agreement for further details.

Returned Item. An Item that is presented against your Account for payment, but the Bank dishonors or rejects for payment due to the lack of sufficient available funds. The Bank may assess a Returned Item Fee for this service.

Right of Set-off. The Bank's debiting of any deposit Account(s) you hold with the Bank (assets we owe you) to apply to a debt that you owe the Bank. Refer to "Right of Set-off and Security Interest" in the ADDITIONAL TERMS AND CONDITIONS section of this Agreement for further details.

Shared ATM Network. Any automated teller machine that displays any of the logos on your Card.

Substitute Check. To make check processing faster, federal law (Check 21) 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.

Terminal. An ATM, self-service Terminal, or attended POS Terminal; used interchangeably with either the phrase ATM or POS Terminal.

Tiered Rate Account. An Account that may have two (2) or more interest rates, determined by specified balance levels.

WHEN YOU OPEN YOUR ACCOUNT

Identification Requirements

We require identification, including a Social Security Number, Taxpayer Identification Number, and/or certification of foreign status (non-resident alien), for each signer on an Account prior to opening the Account. We may refuse to open, and we may close,

any Account for which you do not provide us with acceptable identification for any signer and/or if you do not provide a Taxpayer Identification Number, Social Security Number, or certification of foreign status.

Account Opening Verification

We may make any inquiries that we consider appropriate to determine if we should open and maintain your Account. This may include obtaining information from financial institutions or other third parties about your Account and/or any signer on the Account. You agree that we may verify credit and employment history on you and on any other signer on the Account by any necessary means, including preparation of a credit report by a credit reporting agency. If we decline to open an Account or provide any services based on information we receive, we will provide you with the name and address of the company that provided the information. Upon request, you may obtain a free copy of the information by contacting the named company.

Types of Account Ownership

The following types of Account ownership are available when opening an Account. Please note that the ownerships listed below are not all inclusive and that certain ownerships may not be available in all states. 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.

The following types of Account ownership are available:

- **Individual Account** - This is an Account in the name of one person. The Account holder is the only person who has the right to perform all transactions on the Account, including the right to withdraw funds from the Account, unless we permit the Account holder to designate an Agent, attorney-in-fact, or other signer to the Account. In most instances, on the death of the Account holder, this Account will pass through the estate of the Account holder. Until we receive notice of the death or legal incompetence of the Account holder, the Account holder will have complete withdrawal rights to the entire Account balance.
- **Joint Account, also known as Joint with Right of Survivorship** - This Account is owned by the Account holders. Upon the death of such Account holders, ownership passes to the survivor(s). If you open an Account with one (1) or more other persons, we will assume it is a joint tenancy with right of survivorship Account unless the signature card clearly indicates otherwise. All Account holders have equal ownership interest in the Account during their lifetimes. Until we receive notice of the death of any Account holder, any Account holder will have complete withdrawal rights to the entire Account balance.
- **Tenancy in Common Account** - This Account is owned by the Account holders as tenants in common. Upon the death of any Account holder, the ownership interest of that Account holder passes to the named pay-on-death payee(s) of that Account holder or, if none, to the estate of that Account holder. Each Account holder has complete and separate access to transact on the Account, including the right to make withdrawals of funds from the Account. Until we receive notice of the death of any Account holder, any Account holder will have complete withdrawal rights to the entire Account balance. If more than one Account holder survives the death of another Account holder, such surviving Account holders shall remain as

tenants in common between them. Upon the death of an Account holder, the Bank will refuse to honor any request or order concerning the Account or any check drawn on the Account until we receive either joint instructions from the representative of the deceased Account holder and the remaining Account holders or a court order.

- **Pay on Death (P.O.D.) Account with Single Party** - This Account is owned by the named Account holder. Upon the death of that Account holder, ownership passes to the named pay-on-death beneficiary(ies). Beneficiaries cannot withdraw unless: (1) the Account holder dies, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the Account holder, such beneficiaries will own this Account in equal shares, without right of survivorship. The Account holder of this Account type reserves the right during his or her lifetime to: (1) change beneficiaries, (2) change Account types, (3) withdraw all or part of the Account funds at any time, and (4) close the Account at any time.
- **Pay on Death (P.O.D.) Account with Multiple Parties** - This Account is owned by the named Account holders. Upon the death of any such Account holders, ownership passes to the survivor(s). Upon the death of all Account holders, ownership passes to the named pay-on-death beneficiary(ies). Beneficiaries cannot withdraw unless: (1) the Account holders die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all Account holders, such beneficiaries will own this Account in equal shares, without right of survivorship. The Account holders of this Account type reserve the right during their lifetime to: (1) change beneficiaries, (2) change Account types, (3) withdraw all or part of the Account funds at any time, and (4) close the Account at any time.
- **Uniform Transfers to Minor Act (UTMA) Account** - Under the Uniform Transfers to Minors Act, the funds in the Account are owned by a child. Upon the age of majority or at such age as is permitted by law or as required by law, the UTMA custodian must deliver the funds to the beneficiary. As an UTMA, the Account may be accessed only by a custodian (or any successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement to monitor or insure that the acts of the custodian (or any successor custodian) are for the child's benefit. For this type of Account, the child's Social Security Number/Taxpayer Identification Number is used for the Backup Withholding Certification.
- **Fiduciary** - An Account 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. The Account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, guardians or conservators under court order. You understand that by merely opening such an Account on your behalf, we are not acting in the capacity of a fiduciary nor do we undertake any obligation to monitor or enforce the terms of the trust, court order or letters.
- **Representative Payee Account** - This Account is opened by a representative payee appointed by the Social Security Administration to receive social security payments for a beneficiary who is otherwise unable to manage his or her finances. During the lifetime of the named beneficiary, only the representative payee has access to the Account. Only payments from the Social Security Administration may be

deposited to a Representative Payee Account. We, however, have no duty or agreement to monitor or ensure the validity of the acts of the Representative Payee.

No Right of Privacy Among Joint or Co-Owners

Each holder of an Account with multiple Account holders agrees that no individual Account holder has an expectation of privacy as to any information on the Account. Each Account holder acknowledges and consents that we may disclose any and all information concerning the Account, including, without limitation, the information on the signature card, to any Account holder or the Agent of any Account holder.

Use and Purpose of Personal Accounts

Account types discussed above in this Agreement such as Individual, Joint Tenancy, Pay on Death, etc. are intended for personal, family, or household purposes and may not be used for business or commercial purposes. If personal Accounts are being used for business or commercial purposes, we reserve the right either to close the Account or to request that you present appropriate documentation to substantiate the existence of the business and change the Account to a product type designated by us for business ownerships.

GENERAL INFORMATION ABOUT DEPOSIT ACCOUNTS

Balances and Cut-off Times

Balances shown on statements, receipts, and records may not reflect transactions and charges made but not yet posted. Unless otherwise posted, the daily cut-off time for each branch is the same as the branch lobby closing time. Most transactions made before each branch's cut-off time will be posted on the Business Day they are presented. Check with the branch for any exceptions. Availability of your deposits for ATM and night drop transactions may be found in "Deposits at Automated Teller Machines and Cut-Off Times" in the FUNDS AVAILABILITY POLICY section of this Agreement. Cut-off times for our Online and Mobile Service may be found in the separate Online and Mobile Service Agreement.

Any knowledge, notice, or stop payment order received by the Bank, or any legal process served upon the Bank, arrives too late to affect our right or duty to pay an Item or charge your Account for the Item if the knowledge, notice, stop payment order, or legal process is received or served on the later of either 10 a.m. local time or one (1) hour after the opening of your branch of Account the next Business Day after the Business Day on which we receive the Item. If your branch of Account opens after 9 a.m. local time, then, for purposes of this provision, your branch of Account shall be deemed to be our Contact Center with the stop payment cut-off time of 10 a.m. (local time of your branch of Account). The cut-off time for the Bank to exercise Right of Set-off will be the close of the next Business Day after the Business Day on which we receive the Item.

Identifying Your Account Number for Deposits

You are responsible for correctly identifying the Account to which you want funds deposited or payments made. We may credit a deposit to an Account based solely on the Account number listed on the deposit slip or other instruction to credit an Account, even if the name on the deposit slip or other instruction differs from the name on the Account. You are responsible for any cost, loss, or damage caused by your failure to identify correctly the Account to which a deposit is to be made.

Change in Signers

The Bank must be notified of any change to the signers on your Account. Any change will be effective within a reasonable time of the Bank's receipt and acceptance of the new signatures at the branch of Account. You must stop payment on any Item(s) issued by any removed signer if you do not want any Item issued by a removed signer to be honored by us.

Change in Address

You are responsible for notifying us of any change in your address, name, telephone number or email address (if applicable). Unless we agree otherwise and except as provided in this Agreement or in any other agreement between us, such changes must be made in writing or online by at least one of the Account holders. Informing us of such changes on a check reorder form or via email is not sufficient. We will attempt to communicate with you only by use of the most recent statement mailing address you have provided to us. We may change your address of record if we receive an address change notice from the U.S. Postal Service, or if we receive information from another person in the business of providing corrected address information that the address in our records no longer corresponds to your address. Change of address requests may be subject to verification.

Signature Requirements

If you indicate on your signature card or other Account opening documents that more than one (1) signature is required for Account opening, deposit, instructions, Account maintenance or for any form of withdrawal, that indication is for your own internal procedures. It is not binding on us. We may honor the request and instructions of any one Account holder and pay out funds from your Account if the Item or other withdrawal instruction is signed or authorized by any one of the persons authorized to sign on the Account. You agree that we have no liability to you if we do this.

Review of Drawer Signatures

You agree that the Bank does not fail to exercise ordinary care in paying an Item solely because our procedures do not provide for sight-review, provide for sight-review only for Items above a threshold level, or provide for sight-review on a sample basis, at our discretion. The Bank reserves the right not to sight-review drawer signatures because we pay Items on an automated basis to reduce costs for all customers.

To determine the authenticity of your signature, we may refer to your signature card or to an Item or other document upon which your signature appears. If we cannot accurately verify your signature on any Item by comparing it with your signature card, an Item that posted to your Account, or other document upon which your signature appears, you are responsible for any losses that may result from our inability to verify your signature.

Death or Incompetence

You agree to notify us promptly in writing if any Account holder with a right to withdraw funds from your Account(s) dies or becomes legally incompetent. We may continue to honor your Items and instructions until: (1) we know of your death or incompetence, and (2) we have had a reasonable opportunity to act on that knowledge. We also may, at our sole discretion, freeze, set-off, refuse, and/or reverse any transaction (including but not limited to, federal or retirement benefits to the deceased) if any Account holder dies or becomes legally incompetent. You agree that we may pay or certify any Items drawn on or before the date of death or legal incompetence for up to 10 days after your

death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account. You also agree that, at our sole discretion, we may continue to honor transactions by other signers on the Account and Account holders of the Account, if permitted by the Account type of ownership, until we receive written notice to the contrary.

Dormant Accounts and Escheatment

State laws generally require that any Account or other property be escheated or sent to the U.S. State indicated by your last known address if, after a certain amount of time, the owner has not conducted certain types of activity on the Account, including:

- Increased or decreased the balance of the Account, or
- Corresponded in writing with the Bank concerning the Account, or
- Otherwise indicated an interest in the Account as evidenced by a memorandum or other record on file with the Bank.

Note: Automatic transactions such as Direct Deposits or recurring transfers do not count as activity on the Account.

If your Account has none of the types of activity detailed above (or as detailed in the applicable State law) for a period of time, your Account may be designated as "dormant." Dormant Accounts will not receive bank statements. While dormant, the Account will continue to be charged applicable service charges. Unless your Account has a balance of under \$10, we will attempt to notify you and to advise you how to reactivate your Account. If your Account becomes dormant, any attempted activity may be dishonored. For example, credits and debits initiated through the Automated Clearing House may be rejected, and Items presented against the Account may be questioned and, if we believe appropriate, dishonored without any liability to you.

Your property may be transferred to the appropriate U.S. State if no activity occurs in the Account within the time period specified by State law. The specific length of time between the last activity or contact and escheatment varies by State law, but is generally between three (3) and seven (7) years. The time period begins whenever you do any of the activities above or when a certificate of deposit matures. For IRA holders, this period begins when you reach age 70 1/2.

Unless your Account balance is less than \$10, we will attempt to notify you by sending a letter to your last known address before your deposit may have to be sent to the State. If no response to the letter is received from a legal owner of the Account, the funds will be sent to the State indicated by your last known address. Once this has occurred, you will have to file a claim for the return of the funds with the State. Further information may be obtained from the State. Once your funds are surrendered to the State, you agree that we no longer have any liability or responsibility with respect to the funds.

The Bank may assess an Inactive Account Letter Fee for each communication sent to you regarding inactivity, dormancy, and escheatment.

Notices

Any written notice you give to the Bank is effective when it is actually received by the Bank, and after we have had a reasonable opportunity to act on it. Any written notice the Bank gives to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice from us to any Account holder is notice to all Account holders.

Changes in Terms and Conditions

We may amend, add, or delete any provisions of the terms and conditions detailed in these pages at any time. To the extent and in the manner and time frames required by law, we will notify you in advance of any changes that affect your rights and obligations. You indicate that you accept a change we make by continuing your Account relationship with us or, if the change affects your certificate of deposit, by allowing the certificate of deposit to renew after the change becomes effective.

Sub-Accounts

For our internal accounting purposes, your checking Account consists of two sub-Accounts. One of these is a transaction sub-Account (e.g., a checking sub-Account). You will transact business on this sub-Account. The other is a nontransaction sub-Account (e.g., a savings sub-Account). The sub-Accounts will only occur on our books. You cannot directly access the nontransaction sub-Account, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between sub-Accounts from time to time at no cost to you. This Account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, your fees, your bank statement or the interest calculation on your Account, if this is an interest-bearing Account.

DEPOSITS TO YOUR ACCOUNT

Accepting Deposits

We may accept deposits to your Account from any source and need not question the authority of the depositor to make the deposit. In accepting Items for deposit, 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 endorsement or lack of endorsement on the Item and even though we provide you provisional credit for the Item. The Bank may refuse to accept any Item. If the Bank accepts an Item, the risks in the check collection process shall be borne solely by you. You acknowledge that if an Item has "cleared" or has been "paid," the Item is still subject to reversal and chargeback to your Account whenever the Bank is unable to collect the funds from the drawee/issuer institution. If the institution upon which an Item is drawn does not honor the Item, if an Item you deposit is returned unpaid, or if an Item is lost in transit, the Bank is authorized to reverse the deposit to your Account (or debit your Account for checks cashed or paid), to reverse any related interest, and to pursue a collection action against you if necessary, all without regard to the timeliness of the return of the Item.

We reserve the right either not to credit your Account or, if already credited, to charge your Account for any Items lost in transit. In the unlikely event that your deposit is lost in transit, you will be asked to recreate the check portion of your deposit. Therefore, you should maintain adequate records to permit identification of the drawer of any deposited Item that is reported lost in the payment process and to provide that drawer with adequate information to take whatever action is appropriate for cancellation and/or replacement of the Item which you deposited. You agree that Bank of the West is not responsible for Items lost while not in our possession. We may reverse any provisional credit for Items that are lost, stolen, or returned (or debit your Account for checks

cashed). We may also reverse any related interest without regard to the timeliness of the return of the Item. If you give us cash that we later determine to be counterfeit, we will charge your Account for the amount we determine to be counterfeit. 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. 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 an Item for collection, the Item will be deposited to your Account when payment of the Item is received by the Bank. At our discretion, our Collection Fee may be netted from the proceeds of the collected Item. In addition, institutions that pay Items on collection typically remit the amount of the Item less any fee they assess. If we accept a third-party check for deposit, we may require any third party endorsers to verify or guarantee their endorsements, or present acceptable identification and endorse in our presence. We reserve the right to require that any check be made payable to, and be deposited into the Account of, a named payee. Any Items that the Bank is unable to collect may be returned to you by standard U.S. mail.

Verification of Deposits

All transactions, including those for which the Bank has provided a receipt, are subject to the Bank's final verification. Verification of a deposit does not occur at the teller window (or upon deposit into an ATM). Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. The Bank may reverse or otherwise adjust any credit it determines it has erroneously made to your Account at any time without prior notice to you.

Correction of Deposit Errors

When we receive your deposits, we may provisionally credit your Account for the amount indicated on the deposit slip (or, as to ATM deposits without a deposit slip, the amount indicated on the ATM screen), subject to later verification by us. You must ensure that the amount indicated on the deposit slip (or ATM screen) is correct even if you did not prepare a deposit slip. If we later determine that the amount indicated on the deposit slip or reported on an ATM receipt is incorrect, we may make the appropriate debit or credit adjustment to your Account.

CHECKS

Check Cashing

We may require that you first deposit to your Account any Item you have requested be cashed. At our discretion, however, we may permit the negotiation of Items payable to you for cash with or without your endorsement. If any cashed Item is returned to us for any reason, we may charge the Returned Item to any of your Accounts. A Deposited Item Returned Fee may also be assessed on your Account. We may require that any Item drawn on your Account be presented for cashing at your branch of Account.

We may also require reasonable identification to cash such an Item. We will decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

The inability or refusal to provide the fingerprint by any person presenting an Item for cashing is grounds for us to refuse to cash the Item. You agree that we shall have no liability, including, without limitation, liability for wrongful dishonor, for our refusal to cash an Item under these conditions.

Check Cashing Fee - Bank of the West Check

We may charge a fee to anyone who does not have an eligible deposit Account with us who is cashing an Item drawn on your Account, with certain exceptions. Refer to our Schedule of Fees and Charges for Personal Deposit Accounts for details.

Remotely Created Checks Deposited

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 Remotely Created Check in the amount and to the payee that appears on the Remotely Created Check; (2) you will maintain proof of the authorization for at least three (3) years from the date of the authorization, and supply us the proof if we ask; and (3) if a Remotely Created Check is returned, you owe us the amount of the Remotely Created Check, without regard to when the Remotely Created Check is returned. We may take funds from any of your Accounts, including any reserve Account, to pay the amount you owe us. If there are insufficient funds in your Account to pay the amount of our loss, you still owe us and shall promptly pay the remaining balance.

Requirements When Creating or Depositing a Remotely Created Check

Any Remotely Created Check you seek to deposit must contain the following information for the account of the person for whom you have created the check:

- The account owner's bank account number.
- The account owner's name printed or typewritten.
- An External Processing Code (EPC) of a "6" in position 44 of the MICR line to the immediate left of the Routing number.
- Refer any questions on your creating a Remotely Created Check to your vendor who supports this service.

You also must include such other features including any size or check processing requirements as we require from time to time.

With respect to any Remotely Created Check you deposit, you represent that you are entitled to enforce each Remotely Created Check.

We may immediately terminate or limit our acceptance of Remotely Created Checks at any time without prior notice. You agree to indemnify, defend and hold us harmless from and against any and all losses, damages, claims, judgments, liability, costs, and expenses that we may incur arising directly or indirectly from your deposit of Remotely Created Checks. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.

Postdated and Void-Dated 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 a stop payment order in time to have a reasonable opportunity to

act. If you wish a postdated check to be honored on or after the date written on the check, you must release the stop payment order on the date you want the postdated check to be paid. Because we process checks mechanically, your stop payment order will not be effective and we will not be liable for failing to honor your stop payment order unless it precisely identifies the number, date, amount and payee of the Item. If you put a void-date on your check (a date or number of days after which the check is not good), we may pay the check and charge it to your Account even if it is presented for payment after the void-date. If you do not want us to pay a void-dated check, you must place a stop payment order on it on or after the void date. Refer to "Stop Payments" in this section of this Agreement.

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. Refer to "Stop Payments" in this section of this Agreement.

Checks Drawn in Non-U.S. Dollars and/or Drawn on Foreign Banks

We may refuse to accept any Item(s) for deposit or collection if they are payable in a currency other than U.S. dollars. If we accept any Item for deposit, we may assume that any Item drawn on an institution outside the United States of America ("Foreign Bank") is payable in the currency of the country where the Foreign Bank is located. If we accept an Item drawn on a Foreign Bank, you assume all risk of loss associated with currency value fluctuations and late returns. We may use our current buying or selling rate, as applicable, when processing foreign currency Items and may recover from your Account, or from you, any costs or loss incurred in connection with our processing of such Items. Refer to "Accepting Deposits" in the DEPOSITS TO YOUR ACCOUNT section of this Agreement.

Endorsements or Notations on Items

All Items presented for deposit should be properly endorsed. To ensure that your Item is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of an Item. Endorsements 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 endorsement information within 1 1/2" of that edge. If an Item is not endorsed, the Bank is authorized to supply any missing endorsement or collect any Item without endorsement. You warrant all endorsements are genuine.

For all joint Accounts, the Bank may cash or deposit all checks payable to any or all of you whether endorsed by any of you, and any one of you may endorse for the others and we may give cash back to any of you. There may, however, be some instances in which the Bank may require your personal endorsement before accepting an Item for deposit or encashment. We may accept or pay Items bearing restrictive endorsements or other notations, whether on the front or the back of the Item. You agree that such restrictive endorsements and other notations shall have no effect on us. You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims,

judgments, liability, costs, and expenses related to or arising out of our acceptance or payment of such Items. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.

We reserve the right to refuse to cash or accept Items bearing qualified endorsements (e.g., an endorsement "without recourse" or "no protest"). If we agree to accept such Items, you agree that such qualified endorsements shall have no effect on us. We reserve the right to refuse to cash or accept for deposit Items which bear more than one (1) endorsement or the endorsements of payees who are not known to us. If you wish to deposit or cash an Item that has been endorsed by a payee who is not known to us, we reserve the right to require that: (1) all endorsers be present and endorse in our presence before we accept an Item; or (2) all endorsements be guaranteed by a financial institution.

"Mechanized" and Facsimile Check Signatures

If you use a procedure or mechanism that causes Remotely Created Checks or any other type of check to be drawn on your Account with a typed signature, facsimile signature, notation, mark, or other form of mechanical symbol (collectively, the "Mark") that is not the signature that is on the signature card that you signed when you opened your Account, you are adopting the Mark as your signature and authorizing the Bank to pay checks on which the Mark appears or purports to appear. You should understand, however, that it is easier for someone to imitate, duplicate, or counterfeit a form of mechanical signature than it is for someone to imitate, duplicate, or counterfeit your own unique and distinctive signature. For this reason, by adopting a form of Mark, you are assuming all risk of loss resulting from the unauthorized use and/or forgery of the Mark, and are explicitly authorizing the Bank to pay any and all checks presented against your Account which contain any mechanical signature which reasonably resembles the form you have adopted regardless of:

- whether the Mark is actually that which you have adopted,
- how or by whom the Mark was affixed, and
- whether the check which bears or purports to bear the Mark was, in fact, authorized by you.

If you adopt a facsimile check signature, you agree to indemnify, defend and hold us and our correspondent banks harmless from and against any and all losses, damages, claims, judgments, liability, costs, and expenses which we or they may suffer arising directly or indirectly out of the misuse, unlawful, or unauthorized use of a facsimile signature by any person, including but not limited to, the payment of all Items bearing, or purporting to bear, your authorized facsimile signature, even if the facsimile signature was affixed by copying or otherwise counterfeiting the facsimile signature. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your Items. You must notify us at once if you suspect that your facsimile signature is being or has been misused. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.

Returned Deposited Items

If an Item you deposit to or cash against your Account is returned to us for any reason, without regard to the timeliness of the return, the amount of the Item and a Deposited Item Returned Fee will be charged to your Account. If we receive an affidavit, declaration under penalty of perjury, or another form of certification stating, as to any Item on which we make a warranty, (1) that an endorsement of the Item deposited to or cashed against your

Account is forged, unauthorized, or missing, (2) that the Item contains an alteration, or (3) that the Item is otherwise unauthorized so that we may have breached a warranty we make as a depository bank, we may rely on the truthfulness of the affidavit, declaration, or certification. Without prior notice to you, the Bank reserves the right in its sole discretion to place a hold on the funds pending an investigation or to charge back to your Account the amount of any Item deposited to your Account or cashed for you and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, or other problem which, in our judgment, justifies reversal of credit. We reserve the right to deposit the funds at issue with an appropriate court. Once we have debited your Account for the amount of the Returned Item and the Deposited Item Returned Fee, the Item may be mailed back to you by standard U.S. mail at the address we have on our records for the Account in question.

Advanced Notification of Returned Item

If we receive advance notification that any Item which you deposited or cashed is being returned by the drawee institution, we reserve the right to place a hold on your Account for the amount of those funds. We will mail you a notice advising you of this action. Upon our actual receipt of the Item, it may be charged to your Account and, unless an Overdraft is created, will be returned to you so you may take whatever action you deem appropriate.

Stop Payments

Before we pay a check or third-party transfer, you have the right to place a stop payment order ("Order") on the Item, provided that:

- The Bank is authorized to deduct from your Account the Bank's applicable Stop Payment Fee.
- Each Order applies ONLY to the Items that conform EXACTLY to the descriptions you provided on the Order. If any of the information concerning the Item is not given or is incorrect (including your failure to give the precise amount of the Item, to the penny), the Bank may not be able to honor the Order.
- The Bank must receive each Order at a time and in a manner that allows the Bank a reasonable opportunity to act on the Order for the Order to be honored. Each Order shall not be effective if the Bank has already: (1) accepted or certified the Item; (2) paid the Item in cash; or (3) settled for the Item without having the legal right to revoke the settlement under statute, rule or agreement.
- Each Order will terminate at the earliest of the following: (1) 13 months from the date it is received by the Bank; (2) your closure of the Account; or (3) in the case of non-recurring ACH Orders, after the ACH Item is returned one (1) time. Unless the Order is renewed (and the fee applicable at the time charged), the Item may be paid if it is presented for payment after the Order terminates. If the Order terminated as a result of you closing the Account, a new Order must be placed at the fee applicable at that time if you later reopen the same Account.
- If the Bank is able to and does stop payment on the Item, the payee or other holder of the Item may be able to recover from you the amount of the Item plus other appropriate fees and damages.
- If more than one person is permitted to draw (make withdrawals) on your Account, any of those persons may stop payment on any Item.

- You agree to indemnify, defend and hold the Bank harmless from and against any and all losses, damages, claims, judgments, liability, costs, and expenses that the Bank may either incur or be assessed due to honoring the Order. You authorize the Bank to debit your Account for any such amount due the Bank. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.
- If the Bank re-credits your Account after paying the Item over a valid and timely Order, you agree to transfer to the Bank all of your rights against the payee or other holder of the Item and to assist the Bank in any later action taken against said payee or other holder.

Order of Paying Checks and Other Items

We post many transactions in "groups" at the end of each Business Day as follows: First, we credit your Account for Items and funds that have been accepted for deposit to your Account. Charges against your Account are then generally processed in the following sequence: (1) previously authorized transactions (e.g., ATM withdrawals, POS Debit Card transactions, checks you cash at a branch, and checks drawn on the Bank that are negotiated at one of our branches); (2) wire transfers; (3) transfers of funds between Bank of the West Accounts; (4) Bank fees; (5) checks presented for payment against your Account; and (6) transactions presented through the ACH. Note: Online banking bill payments may be processed as either checks or ACH transactions. Within each group, we generally pay Items as follows: If Items have a machine readable date and/or time stamp, we pay the Items in the order of the date/time stamp. If we have no date/time stamp, we pay those Items after Items with a time stamp, sequenced from the lowest amount to the highest amount. If the Items are checks, we pay them in check number order (from low to high). When we cannot readily determine check numbers, we pay those checks after checks with identifiable check numbers in sequence from the lowest amount to the highest amount. The order in which transactions are paid can affect the total amount of Overdraft/Returned Item Fees.

On any given Business Day, we may have system issues that could cause us to change the order in which groups and transactions are processed. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, risk to the Bank, and the type of transaction in question, among other variables. We will not give you prior notice of any change to the general posting order described above. We always reserve the right to post transactions that are payable to Bank of the West first, and we may post any transaction earlier or later in the process than is indicated above. As such, if you want to avoid an Overdraft or the possibility of a rejected transaction, you should take steps to ensure that your Account has sufficient funds to cover each of your transactions and fees.

Note: We may provide you with balance, transaction and other information throughout the day via online banking, telephone banking or a Bank employee. Since many transactions are not ordered, posted or processed until the end of the Business Day, we cannot guarantee which Items or transactions (with a few exceptions, such as checks cashed at a branch) will be paid until processing has been completed.

Check Printing

If you do not purchase your check stock from us, you must be certain that we approve the check stock you purchase. We may refuse any withdrawals or transfer requests which you attempt on forms not approved by us or by any method we do not specifically permit. Even if we honor a nonconforming request, we are not required to do so later. On most Accounts, there will be a charge for check printing. The printing charge will vary according to the check design, style and quantity you select.

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 endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process Items and do not inspect all Items processed in such a manner. Using an automated process helps us keep costs down for you and all Account holders.

Checks Accepted for Deposit

Checks accepted for deposit to, or to be cashed against, your Account may not be available for immediate withdrawal. Refer to the FUNDS AVAILABILITY POLICY section of this Agreement for information about when you can withdraw funds you deposit.

Electronification of Checks

Many transactions which are initiated with a paper check may be converted into an Electronic Fund Transfer through the Automated Clearing House (ACH) at some point in the payment process. This section describes four common ACH programs that may affect your Account. Your liability is limited for errors with regard to transactions where your check has been electronified. Those limits are described later in this section. The liability limits for electronification of check transactions apply only to transactions against your Account that are initiated under the Point of Purchase Program or Accounts Receivable Truncated Checks or the Back Office Conversion as described below.

- *Point of Purchase Program (POP)*: Merchants participating in the "Point of Purchase" program are able to take one (1) of your checks and scan it at the point of purchase thereby converting it into an electronic payment through the ACH. Participating merchants are required to: (1) inform you of their participation in the program; (2) request your signature; (3) return your check to you marked "Void" or "Not Negotiable"; and (4) give you a receipt. This electronic transaction will be debited from the Account on which the check was drawn and will appear on your statement with the details of the transaction, including the check number. To participate in the Point of Purchase program, you must use a check with a preprinted check number on it. You may not use a check that you have previously used, whether or not it has been marked "Void" or "Not Negotiable." You may stop payment on these transactions before your Account is debited if you notify us that the check was converted to a Point of Purchase electronic payment. If you fail to notify us of the conversion of your check into an electronic payment, we will not be liable for our failure to stop payment on the electronic payment.
- *Accounts Receivable Truncated Checks Program (ARC)*: Some payees that you pay on a regular basis, such as

utilities, credit card companies, and insurance companies participating in the ARC Program, may convert the check you mail to them into an ACH electronic debit from the Account upon which the check was written. The debit will appear on your Account statement with the check number, the payee's name and the indicator "Check Payment." The payee keeps the check and it will not be returned to you. When the payee participates in this program, the payee must notify you. You should review all statement messages and materials accompanying your bill closely for this notification. You may stop payment on these transactions as long as your stop payment request is received before the transaction is posted.

- **Back Office Conversion Program (BOC):** Merchants or manned bill payment locations participating in the ACH "Back Office Conversion" program will accept your check for payment and later scan it in a back office environment converting it to an ACH electronic debit to your Account. Participating merchants and bill payment locations are required to inform you of their participation in the program with conspicuous signage as well as provide notification on your receipt to include a phone number for questions. This electronic transaction will be debited from the Account on which the check was drawn and will appear on your statement with the details of the transaction, including the check number, payee information and date. You may stop payment on these transactions before your Account is debited.
- **Represented Checks Program (RCK):** Some payees may convert a returned unpaid check into an ACH electronic debit from the Account upon which the check was written. The debit will appear on your Account statement with the check number, the payee's name, and the indicator "Converted Paid Item." The payee keeps the check and it will not be returned to you. When the payee participates in this program, the payee must notify you. You should review all signage and postings at merchant locations for this notification when writing a check. You may stop payment on these transactions as long as your stop payment request is received before the transaction is posted.

Merchant Capture Program

Merchants may participate in a merchant capture program with their bank. This program allows merchants to electronically transmit checks to their bank for deposit to the merchant's account rather than physically deposit the checks at their bank. Merchants are not required to notify you when they are participating in a merchant capture program. When you write a check to a participating merchant, the merchant will retain and later destroy the check; the check will not be returned to you. The debit will appear on your Account statement along with your other payments. You may stop payment on these transactions as long as your stop payment request is received before the transaction is posted. You may or may not receive a Substitute Check or image of the check in your statement.

Check Deposits by a Mobile Deposit Service

Both consumer and business customers to whom you make checks payable may participate in a mobile deposit service with their bank whereby they may make deposits of checks to their checking, savings, or money market account from their home or other remote locations by scanning eligible checks. The images of the checks and associated deposit account information will be delivered electronically to their bank rather than be physically deposited at their bank. Please be aware that a participant in a

mobile deposit service is not required to notify you when they make such a deposit. If you write a check to a participant and the check is deposited using a mobile deposit service with their bank, the participant will retain the check, and the check will generally not be returned to you. The debit will appear on your Account statement along with your other payments. You may stop payment on these transactions as long as your stop payment request is received before the transaction is posted. You may or may not receive a Substitute Check or image of the check in your statement.

FUNDS AVAILABILITY POLICY

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the Business Day we receive your deposit. Electronic Direct Deposits and wire transfers will be available on the Business Day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay Items presented against the Account.

Determining the Availability of Your Deposits

For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit at one of our branches 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 one of our branches on a non-Business Day, we will consider that the deposit was made on the next Business Day we are open.

Deposits made at one of our night drop facilities are considered to be received and deposited when we remove them from the night drop. We will remove and process deposits once a day not later than the next Business Day following the day the deposit was placed in our night drop.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first Business Day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first Business Day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, some or all of the 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.
- You deposit checks totaling more than \$5,000 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.

We are under no obligation to pay any Items you have authorized against funds that are not yet available. Such Items will be treated as any other Overdraft or non-sufficient funds Items.

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 and wire transfers to your Account will be available on the day we receive the deposit. Funds from deposits of cash and the first \$5,000 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. The excess amount over \$5,000 will be available on the ninth 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 \$5,000 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 ninth Business Day after the day of your deposit.

Deposits at Automated Teller Machines and Cut-Off Times

If you make a deposit at one of our ATMs before 4:30 PM Pacific Time (PT) on a Business Day we are open, we will consider that day to be the day of your deposit. However, if you make the deposit after 4:30 PM PT, or on a non-Business Day, or on a day we are not open, we will consider the next Business Day we are open to be the day of your deposit.

The first \$200 of funds from any deposit (cash or checks) made at ATMs we own or operate will be available on the first Business Day after the day of your deposit, unless a longer hold applies.

Holds on Other Funds (Check Cashing)

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.

Holds on Other Funds (Other Account)

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 subject to the time periods described in this section for the type of check that you deposited.

SUBSTITUTE CHECKS AND YOUR RIGHTS

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 law with respect to those transactions.

What are my 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 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 later are able to demonstrate that the substitute check was correctly posted to your Account.

How do I 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, please call our Contact Center toll free at the number listed at the end of this Agreement. Calls may be monitored or recorded to ensure quality service.

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 the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- 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 any of the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

WITHDRAWALS AND ACCOUNT CLOSURES

Closure of the Account

We may close your Account at any time, with or without cause, upon reasonable notice to you and tender of the Account balance (including any accrued interest if applicable, subject to any agreement concerning maturity or the Bank's Right of Set-off) either in person or by mail. Items presented for payment after the Account is closed may be dishonored. 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 closure or when 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. You agree to keep us informed of your current address at all times.

If your checking, savings, or money market Account reaches a zero dollar balance (\$0) and maintains that balance for 90 days or more, your Account may be closed without notice to you. In addition, your Account will be subject to closure as a result of inactivity and escheatment of the balance in accordance with applicable State law. Refer to "Dormant Accounts and Escheatment" in the GENERAL INFORMATION ABOUT DEPOSIT ACCOUNTS section of this Agreement.

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. If you close your Account, any accrued interest that has not yet been credited to the Account will be forfeited. This includes Account closings caused by legal process.

Reporting of Account Closure

If you do not satisfactorily maintain your Account or if we close your Account for cause, information concerning your Account including, without limitation, insufficient funds activity, fraud or attempted fraud perpetrated by you, or criminal activity, may be reported to consumer reporting agencies. Information we report usually includes, as applicable, your name, address, Taxpayer Identification Number or Social Security Number, driver's license number, and the date and reason the Account was closed. The consumer reporting agency may supply this information to others. Adverse information provided to a consumer reporting agency may affect your ability to open another deposit account at other financial institutions.

Right to Advance Notice of Withdrawal or for Cash Withdrawals

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing checking Account, savings Account or money market Account as defined by Regulation D. Additionally, if you require a withdrawal from your checking Account in the form of cash, we reserve the right to require indemnification from you and not less than 7 days' notice in writing before the withdrawal.

Authority to Withdraw

Unless clearly indicated otherwise on the Account records, any Account holder, 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 endorse any Item payable to you or your order for deposit to this Account or any other transaction with us. The Bank may honor all transactions authorized by you, including third-party drafts, POS transactions, electronic transfers, and ATM transfers and withdrawals, as previously arranged, from any Account.

For some Accounts, the Bank may require you to surrender any certificate or other writing evidencing the funds on deposit.

Other Withdrawal Limitations

We reserve the right to provide any withdrawal from your checking Account in the form of a cashier's check. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, 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 the frequency limitations. In addition, we may place limitations on the Account until your identity is verified. Refer to the IMPORTANT INFORMATION ABOUT YOUR CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS section of this Agreement for details related to frequency limitations on withdrawals from your savings and money market Accounts.

Withdrawals from a certificate of deposit prior to maturity or prior to any notice period may be restricted and may be subject to a penalty. Refer to the IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT AND RETIREMENT ACCOUNTS section of this Agreement for details related to any applicable withdrawal penalty.

Availability of Funds

Refer to the FUNDS AVAILABILITY POLICY section of this Agreement for information about when you can withdraw funds you deposit. For those Accounts to which our Funds Availability Policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. 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 time when we receive the Item and when we return the Item or send a notice in lieu of return.

ELECTRONIC FUND TRANSFERS

Throughout this section of this Agreement, when a provision is identified as being applicable to a certain state (for example, "Special Rules for Colorado Accounts"), it means that the provision is only applicable if your Account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your Account. This ELECTRONIC FUND TRANSFERS section of the Agreement does not apply to any Accounts other than consumer Accounts, as defined by Regulation E.

"Electronic Fund Transfers" means any transaction in funds (both deposits and withdrawals) affecting the deposit Account of a

consumer if the transaction is initiated through an electronic terminal, telephone, computer, or magnetic tape. This includes the Direct Deposit or withdrawal of funds, transactions at an ATM, Debit Card transactions you conduct with a merchant, and checks that are converted to electronic transactions under the POP, ARC, and BOC programs (these programs are discussed in "Electronification of Checks" in the CHECKS section of this Agreement). Excluded from "Electronic Fund Transfers" are transactions originated by wire, check, or similar paper instrument, including checks that are converted to electronic debits after being rejected for payment due to insufficient or uncollected funds under a represented check (RCK) program. The RCK program is also discussed in "Electronification of Checks" in the CHECKS section of this Agreement.

Indicated in this section of the Agreement are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your Account. Please read this section of this Agreement carefully because it tells you your rights, liabilities and obligations for the transactions listed.

Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate Electronic Fund Transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an Electronic Fund Transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your Account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these Electronic Fund Transfers. Examples of these transfers include, but are not limited to:

- *Preauthorized credits:* You may make arrangements for certain Direct Deposits (such as payroll, Social Security, or other government benefits) to be accepted into your checking, money market, or savings Account(s).
- *Preauthorized payments:* You may make arrangements to pay certain recurring bills from your checking, money market, or savings Account(s).
- *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 as discussed in "Electronification of Checks" in the CHECKS section of this Agreement.
- *Electronic returned check charge:* You may authorize a merchant or other payee to initiate an Electronic Fund Transfer to collect a charge in the event a check is returned for insufficient funds.

Designation of Primary Funding Account

Refer to "General Information for ATM Card and Debit Card Services" below in this section regarding the designation of a primary funding checking Account when one or more Accounts are linked to your ATM Card or Debit Card.

Bank of the West ATM Account Access*

You may access your Account(s) at a Bank of the West ATM using your ATM Card and personal identification number (PIN) or Debit Card and PIN to:

- make deposits to your linked checking, money market, or savings Account(s);
- withdraw cash from your linked checking, money market, or savings Account(s);
- transfer funds between your linked checking, money market, or savings Account(s);
- make payments from your linked checking, money market, or savings Account(s), such as loan payments, accepted by Bank of the West;
- obtain the Account balance of your linked checking, money market, or savings Account(s); and
- obtain a statement of the last ten (10) transactions (where available) on your Account(s).

Some of these services may not be available at all Terminals. The types of ATM transactions you may perform depend on the types of Accounts you maintain with us and the type of Terminal.

Shared ATM Network Account Access*

You may access your Account(s) at a Shared ATM Network using your ATM Card and personal identification number (PIN) or Debit Card and PIN to:

- withdraw cash from your primary checking, money market or savings Account(s);
- transfer funds among your linked checking, money market and savings Account(s); and
- determine the available balance in your linked primary checking, money market or savings Account(s).

Some of these services may not be available at all Terminals. The types of ATM transactions you may perform depend on the types of Accounts you maintain with us and the type of Terminal.

Frequency and Dollar Limitations at Bank of the West and Shared ATM Networks*

Unless you are informed otherwise:

- you may make an unlimited number of cash withdrawals from Bank of the West ATMs or Shared ATM Networks each calendar day;
- you may withdraw up to \$500 in cash each calendar day.

For Shared ATM Networks, the dollar limitation includes the amount of any fee imposed by the owner of the ATM. We reserve the right to change these maximum daily limits on cash withdrawals, which we make based on periodic risk assessments.

Types of Debit Card Point-of-Sale Transactions*

You may access your primary checking Account to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and otherwise make any purchase with participating merchants who have agreed to accept the Debit Card.

Frequency and Dollar Limitations on Point-of-Sale Transactions*

Unless you are informed otherwise, using your Debit Card:

- you may make up to 30 merchandise transactions per calendar day, per Debit Card. These transactions include PIN-based POS, signature-based POS, phone, electronic payments, and Internet purchases each calendar day;
- you may purchase up to \$3,500.00 worth of goods or services each day that you use your Debit Card; and
- you may withdraw up to \$1,000.00 in cash each day when you use your Debit Card to obtain cash from other financial institutions using the MasterCard® Network.

Please note that the dollar limitation includes the amount of any fee imposed by the merchant. Also, the dollar limitations on POS transactions may vary depending on the type of Account(s) you maintain with which the Debit Card is associated. Refer to the Schedule of Fees and Charges for Personal Deposit Accounts for additional Account-specific POS transaction dollar limits. We reserve the right to change these maximum daily limits on cash withdrawals and purchases, which we make based on periodic risk assessments.

*All transactions are subject to funds availability and applicable transaction limits.

Currency Conversion and Foreign Transaction Fees

For any transactions conducted in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. MasterCard® currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (which rate may be different from the rate MasterCard® itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account.

Your foreign transaction will incur a MasterCard® fee and a Bank of the West fee for each transaction that you conduct outside the United States in a foreign currency. These variable fees will be separately disclosed on your periodic statement. The applicable fees are set forth in our Schedule of Fees and Charges for Personal Deposit Accounts.

Advisory Against Illegal Use

It is your responsibility to use the Card only for valid and lawful purposes. If you use the Card for any other purpose or transaction, including, without limitation, unlawful gambling activity, you agree to assume all responsibility and liability for all losses, costs, and expenses you or we incur as a result of such use. We reserve the right to block and/or not approve any authorization request for use of the Card in any activity we believe is not lawful, including online gambling. If you breach any of the terms and conditions of this Agreement, unless otherwise limited by law, you agree to indemnify, defend and hold us harmless from and against any and all resulting losses, damages, claims, judgments, liability, costs, and expenses. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.

If you use your Card for any illegal transaction, this Agreement also applies to such transaction, and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use

of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal transactions.

General Information for ATM Card and Debit Card Services

You may link all your checking, money market savings, and savings Accounts to your Card, but you must, however, designate one checking Account to be your primary funding Account. If you have more than one (1) checking Account linked to your Card, you may change your primary Account designated for use by contacting our Contact Center at the number listed at the end of this Agreement. Your Card is property of Bank of the West, and we may revoke your Card and privileges to access electronic services at any time without notice.

When you use your Debit Card for POS purchases, you are making a withdrawal from your primary checking Account. You must follow the procedures used by the merchant or financial institution for using your Debit Card. You may be asked to sign a sales slip or other document, or only to provide your Account number. Some merchants may assess a fee for this type of transaction. We are not liable if a merchant or financial institution refuses to accept your Debit Card or Debit Card number. We will deduct the amount of your transaction, including any charge imposed by the merchant or financial institution, from the primary checking Account that you designate for this service. When we give authorization to a merchant, we will reserve or place a hold ("Authorization Hold") on funds in your Account for approximately three (3) Business Days to pay for your purchase. However, for some types of purchases we may place an Authorization Hold for a longer period. Merchants such as, but not limited to, car rental companies and hotels may request approval from us for an estimated amount of your purchases (which may be more than the actual amount of the purchase) since the merchant does not always know the exact amount of your purchase when it requests an authorization.

Please note that the presence of an Authorization Hold (which may be for more than the actual amount of the purchase) on your Account could affect the balance available to cover other transactions. If another transaction is presented for payment in an amount greater than the available funds in your Account after the Authorization Hold has been placed, your Account may become overdrawn. If we do not pay the transaction, it may be subject to a Returned Item Fee. If we do pay the transaction, your account will become overdrawn and may be subject to an Overdraft Fee. Refer to the OVERDRAWN ACCOUNTS AND PAYMENT OF OVERDRAFTS section of this Agreement for details. You will be charged the applicable fee even if you would have had sufficient funds in your account if the amount of the Authorization Hold had been for the exact amount of your purchase.

If you do not ultimately use your Debit Card to pay for your purchases or if the actual amount of purchases posted to your Account varies from the estimated amount authorized by us, it is the responsibility of the merchant, not us, to cancel the prior authorization based on the estimated amount. The failure of the merchant to cancel a prior authorization may result in a temporary reduction of your Account balance. If the authorization is for an amount higher or lower than the actual purchase amount, the hold may remain on your Account even after the actual purchase is paid from your Account. The actual purchase amount will be paid from your Account whenever the merchant sends it to us, even if that is after the hold has expired.

Example: You have \$120 in your account. You swipe your Debit Card at the card reader on a gasoline pump. Since it is unclear what the final bill for your gasoline purchase will be, the gas station's processing system immediately requests an Authorization Hold on your Account in a specified amount, for example, \$80. Our processing system authorizes an Authorization Hold on your Account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you actually purchased is only \$50. Due to the Authorization Hold, our processing system shows that you have \$40 in your Account available for other transactions ($\$120 - \$80 = \$40$) rather than \$70 ($\$120 - \$50 = \$70$) based on the actual purchase. Later, another transaction you have authorized is presented for payment from your Account in the amount of \$60 (this could be a check you have written, another Debit Card transaction, an ACH debit or any other kind of payment request). This \$60 transaction is presented before the amount of the Authorization Hold of \$80 is adjusted down to the actual purchase amount of \$50, (remember, it may take up to three days for the adjustment to be made). Because the amount of this other \$60 transaction is greater than the amount our processing system shows is available in your Account, our payment of the \$60 transaction will result in an overdraft transaction. Because the transaction exceeds the amount of available funds ($\$120 - \$80 = \$40$) in your Account the payment of the \$60 transaction will cause your Account to be overdrawn by \$20, and your Account will be assessed the Overdraft Fee according to our overdraft fee policy. You will be charged the Overdraft Fee according to our policy even though you would have had enough money in your Account to cover the \$60 transaction if your account had only been debited for the amount of your purchase rather than the amount of the Authorization Hold or if the Authorization Hold had already been adjusted to the actual amount of your purchase more quickly. In addition, the transaction indicated on your Account statement may reflect the date the transaction posted to your Account rather than the date the transaction was authorized or conducted by you.

You may not stop payment on a purchase transaction. Instead, you must settle directly with the merchant any disputes you have about goods and services for which you pay with your Card or with the financial institution where you obtain cash with your Card. Merchants are independent from us, and we are not responsible for representations made by merchants from which you choose to purchase goods and services with your Card.

ATM/Debit Card Security Measures

We reserve the right to monitor Card transaction activity as a means to deter fraudulent transactions. If any unusual transaction activity is detected, we may attempt to contact you to confirm the authenticity of the activity. You owe us a duty to cooperate with us in any investigation of activity we believe is unusual and potentially fraudulent. However, if we are unable to contact you regarding any unusual or suspicious activity, we may, at our sole discretion, block your Card in an effort to prevent fraudulent transactions. In the event that you confirm the transaction activity as legitimate, we may, at our discretion, unblock your Card. We reserve the right to terminate all rights to use your Card if we have reason to believe that there has been an unauthorized use of your Card or PIN. We may, in our sole discretion, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities. We reserve the right to decline transactions at the POS to deter

possible fraud. It is your responsibility to update Bank of the West in a timely manner regarding any change in contact information, name, address, and phone number(s). Our right to monitor your Card transaction activity does not replace your responsibility to review your Account activity or change your liability regarding reporting unauthorized activity to us. **You may not "opt out" of this process.**

Limitations on Frequency of Transfers from Savings and Money Market Accounts

Additional limitations on withdrawals and transfers from savings and money market Accounts may apply. Refer to "Transaction Limitations on Savings and Money Market Accounts" in the IMPORTANT INFORMATION ABOUT YOUR CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS section of this Agreement.

Wire Transfers

Wire transfers to or from your Accounts with us are generally excluded from this ELECTRONIC FUND TRANSFERS section. At the time you request an outgoing wire transfer you will receive any disclosures related to the specific transfer that you need to be aware of (including liabilities, protections, etc.). Also, please refer to the FUNDS TRANSFERS section of this Agreement for additional information related to wire transfers.

Related Fees

Please refer to our Schedule of Fees and Charges for Personal Deposit Accounts for additional information about fees. Except as indicated elsewhere, we do not charge for these Electronic Fund Transfers. Also, refer to "Currency Conversion and Foreign Transaction Fees" above in this section. When you use an ATM or make a purchase at a Terminal not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation of Transactions

- *Terminal Transfers:* You can get a receipt at the time you make a transfer to or from your Account using an ATM or POS Terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- *Preauthorized Credits:* If you have arranged to have Direct Deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit may inform you of this each time they send us the money. You can contact our Contact Center at the number listed at the end of this Agreement to find out whether or not the deposit has been made.

Right to Stop Payment on Preauthorized Payments

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here is how:

- Call or write our Contact Center at the number/address listed at the end of this Agreement in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- Please refer to our Schedule of Fees and Charges for Personal Deposit Accounts for the Stop Payment Fee we will charge you for each stop payment order you request.

If these regular payments may vary in amount, the person you are going to pay may tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If you have an Overdraft line and the transfer would go over the credit limit;
- If the ATM where you are making the transfer does not have enough cash;
- If the Terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- If there are other exceptions stated in our Agreement with you.

Confidentiality of Information

We will disclose information to third parties about your Account or the transfers you make:

- where it is necessary for completing transfers;
- in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- in order to comply with government agency or court orders;
- if you give us written permission; or
- as explained in our separate Privacy Disclosure.

Consumer Liability of Unauthorized Transfers

Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum Overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a

good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Refer to the contact information listed at end of this Agreement to notify us by telephone or mail about any unauthorized transfers, lost or stolen Card and/or PIN, etc.

MasterCard® Debit Card Zero Liability

MasterCard® imposes certain limits on consumer liability for a Debit Card. You will not be liable for any unauthorized transactions using your Debit Card, if: (1) you can demonstrate that you have exercised reasonable care in safeguarding your Debit Card from the risk of loss or theft; and (2) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. If you do not meet these conditions, you may be liable for the full amount of the unauthorized transaction(s).

Contact Us in the Event of an Unauthorized Transfer

If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write us at the telephone number or address listed at the end of this Agreement. You should also call or write us if you believe a transfer has been made using the information from your check without your permission. In case of errors or questions about your Electronic Fund Transfers, call or write us at the phone number and/or address listed at the end of this Agreement as soon as possible, if you believe that your statement or any transaction receipt is incorrect or if you need more information about a Card transaction or Electronic Fund Transfer listed on the statement or transaction receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Account number (if any);
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- (3) Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, a POS transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 Business Days (20 Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Account. Your Account is considered a new Account for the first 30 days after the first deposit is made, unless you already have an established Account with us before this Account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will debit any provisional credit from your Account. You may ask for copies of the documents that we used in our investigation.

Special Rules for Colorado Accounts

Limitation of Liability: If your ATM/Debit Card is lost or stolen and subsequently used by any unauthorized person, you will only be liable for the lesser of \$50 or the amount of money, goods, or services obtained by the unauthorized use prior to notifying the Bank of the theft or loss. If unauthorized use occurs through no fault of the Account holder, no liability will be imposed.

Special Rules for Minnesota Residents

- *Amendment and Termination:* The terms of this Electronic Fund Transfer agreement may be amended by us in the same manner as other agreements we have with you. Use of your ATM/Debit Card after your receipt of an amendment will indicate your acceptance thereof. Either you or Bank of the West may terminate this Agreement without prior notice to the other. We may also terminate this Agreement without prior notice if we discover fraud or a breach of the Agreement.
- *Privacy:* To protect the privacy of customers using an ATM or POS Terminal, including any supporting equipment, structures, or systems, information received by or processed through such Terminals, supporting equipment, structures, or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an ATM or POS Terminal, including any supporting equipment, structures, or systems, shall take such steps as are reasonably necessary to restrict disclosure of information to that necessary to complete the transaction and to safeguard any information received or obtained about a customer or a customer's Account from misuse by any person manning an electronic financial Terminal, including any supporting equipment, structures, or systems.
- *Civil Action:* You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minn. Stat. 47.61 to 47.74, and, if successful, recover, in addition to actual damages or \$500, whichever is greater, punitive damages, court costs, and reasonable attorney's fees.
- *Timing of Terminal Transactions:* ATM and POS transactions are generally completed immediately with the Bank.
- *Reversal of Certain ATM/Debit Card Transactions:* POS transactions cannot be reversed. Payment of goods and services in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a POS Terminal.
- *Liability for Unauthorized Transactions (Withdrawals and Purchases):* Bank of the West is liable for all unauthorized withdrawals unless the unauthorized withdrawal was due to the loss or theft of the ATM/Debit Card, in which case you will be liable, subject to a maximum of \$50, for those unauthorized transactions made before we were notified of the loss or theft. This limitation of liability is effective only if we are notified of unauthorized charges contained in a bill within sixty (60) days of your receipt of the bill.

PRECAUTIONS AT ATM, DRIVE-UP WINDOW AND NIGHT DROP FACILITIES

As with all financial transactions, please exercise discretion when using an ATM drive up or night drop facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night drop facility.
- Mark each transaction in your Account record, but not while at the ATM or night drop facility. Always save your ATM receipts. Don't leave them at the ATM or night drop facility because they may contain important Account information.
- Compare your records with the Account statements or Account histories that you receive.
- Don't lend your Card to anyone.
- Remember, do not leave your Card at the ATM. Do not leave any documents at a night drop facility.
- Protect the secrecy of your PIN. Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your 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.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your 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.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night drop 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 drop facility.
- Don't accept assistance from anyone you don't know when using an ATM or night drop facility.
- 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.
- 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.
- 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.
- We want the ATM and night drop 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 TRANSFERS

Funds Transfers

A funds transfer is the transaction or series of transactions that begins with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Funds transfers are commonly called wire transfers but may also be transfers through an Automated Clearing House, though other transactions may be covered in this "Funds Transfers" section. Refer to the separate WIRE TRANSFER REQUEST or any other wire transfer agreement that is required to be executed at the time of any funds transfer for terms and conditions that apply. This "Funds Transfers" section does not affect transactions covered by the Electronic Fund Transfer Act, such as Direct Deposit of payroll or Social Security payments into your Account.

Notice of Receipt of Funds Transfer

In the event we receive a funds transfer for your Account, we are not responsible for notifying you of our receipt of the funds transfer. In some cases, typically for a funds transfer transmitted through the Federal Reserve Wire System, we will send you a notice of receipt of a funds transfer. In other instances, typically for a funds transfer transmitted through the Automated Clearing House network, we will not send you a notice of receipt of a funds transfer. In either case, the funds transfer will be reflected on your Account statement for the applicable period. You agree that we shall not be liable for any damages, claims, or losses including, without limitation, loss of any interest incurred by you for any failure on our part to notify you of receipt of a funds transfer.

Funds Transfer's Reliance on Identification Numbers

If a funds transfer order designates the beneficiary by both name and an identifying Account number, we, or any bank receiving the funds transfer order, may pay the funds transfer order based upon the number alone, even if the Account number does not belong to the named beneficiary. If a funds transfer order designates an intermediary bank or a beneficiary's bank by both name and an identifying number, we, or any bank receiving the funds transfer order, are entitled to rely on the identifying number alone, even if the number does not belong to the named bank.

Transmitting and Recording Information About You in the Funds Transfer Payment Process

Any funds transfer (or payment order) executed by us is subject to rules and regulations applicable to funds transfers, including the Federal Bank Secrecy Act and its regulations. In order to comply with all applicable laws and regulations in executing any funds transfer, we may transmit information regarding you, such as your name, address, and Account number, as part of the payment process. In addition, when we receive any funds transfer or payment order, we may require and record your name and Account number and other information. By sending or receiving funds transfers through us, you agree that you will assist us in complying with the applicable laws and regulations and hold us harmless from any liability in connection with our compliance with the laws or regulations.

Transfers Received Through the Automated Clearing House

If the Bank receives a credit entry on your behalf or for your Account where the credit entry was transmitted through the

Automated Clearing House and if the Bank does not receive payment for the credit entry from the financial institution originating the payment, the credit to your Account may be reversed.

INTERNATIONAL ACH TRANSACTIONS

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

INFORMATION ABOUT FDIC INSURANCE

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 other forms of "ownership." Deposit insurance for a person's self-directed qualified retirement Account is provided at a maximum of \$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.)

Additionally, funds are insured up to \$250,000 per depositor for the total amount of funds combined in all of your other insured Accounts with us. If you want a more detailed explanation or additional information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). 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.

IMPORTANT INFORMATION ABOUT YOUR CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS

Rate Information

Interest rates are determined by Bank policy, market conditions and the daily balance of the Account.

Frequency of Rate Changes

We may change the interest rate on your Account as frequently as daily. Rate change notices will not be sent; however, our current rates are available at www.bankofthewest.com, or by telephoning any Bank of the West branch or our Contact Center at the number listed at the end of this Agreement.

Tiered Rate Accounts

For tiered rate Accounts, interest will be paid on the entire collected balance at the interest rate set for the tier into which

the entire end-of-day collected balance falls. We reserve the right to pay the same interest rate on more than one balance tier.

Compounding and Crediting Frequency

Interest will be credited monthly on interest-bearing checking, savings, and money market Accounts. Refer to the Bank's current Rate Sheet to determine the compounding frequency for your checking, savings or money market Account, as applicable. Interest is available for withdrawal when it has been credited to your Account.

Annual Percentage Yield or APY

The annual percentage yield quoted for your Account assumes that interest earned remains in the Account, that all funds remain on deposit for one (1) year from the date of deposit, and that the interest rate does not change. Interest withdrawn will reduce the annual percentage yield earned.

Effect of Closing an Account

If you or we close your Account before interest is credited or change your Account to a non-interest bearing Account within the statement period, you will not receive the accrued interest. You will not forfeit interest if your Account closes because you are transferring it to another Bank of the West branch.

Computation Method

We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. For all interest-earning checking Accounts and money market Accounts, interest is accrued and calculated on the daily collected ending balance. On savings Accounts (other than money market savings Accounts), interest is accrued and calculated on the daily ending balance. Interest is calculated on an actual/365-day basis (actual/366 in leap years).

Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, checks). Items drawn on other financial institutions usually take one (1) to three (3) Business Days before we receive provisional credit for them. We may reverse interest that has been earned on any deposit that is reversed for any reason.

Transaction Limitations on Savings and Money Market Accounts

For savings and all money market Accounts you may make up to six (6) transfers or withdrawals by means of a preauthorized, automatic, or telephone transfer to another Account of yours or to a third party or by check, draft, Debit Card, or similar order to a third party or to another Account (includes online banking transfers) during either the statement cycle period (for money market Accounts) or the calendar month (for savings Accounts). A preauthorized transfer includes any arrangement with us to pay a third party from your Account at either: (1) a predetermined time; (2) on a fixed schedule; or (3) 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, messenger, or at an ATM, then there is no limit on the number of payments that may be made directly to you or 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. For each transaction in

excess of the six (6) during the statement cycle period or calendar month (whichever applies), an Excess Withdrawal Fee will be charged regardless of the Account balance, other fees, or the type of withdrawal.

Transfers from savings Accounts (excluding money market Accounts) through online banking or through our Contact Center will be prevented if the limit of six (6) transactions for the calendar month has already been reached. However, other countable transactions such as a pre-authorized payment from your savings Account to a third party, outgoing wire transfer request, etc. that occur during the same calendar month will not be prevented and could cause you to exceed the six (6) transactions. Therefore, you are responsible for managing your savings or money market Account to stay within the transaction limitations.

If you exceed six (6) transfers in the applicable period, the Bank will notify you and may close your Account or transfer the balance of your Account to a checking product type that does not have transaction limitations. Transfers and payments are counted as of the end of the day the funds are actually withdrawn to determine whether any transfer threshold has been exceeded.

Auto-Save Feature

The Auto-Save feature allows you to increase your savings by having a fixed amount of money regularly transferred from your linked checking Account to your Classic Savings Account or Choice Money Market Savings Account. Linked Accounts must have the same ownership. If you make a single monthly transfer of \$25 or more, the Classic Savings Account will not be subject to the monthly service charge for the statement period. If you make a single monthly transfer of \$75 or more, the Choice Money Market Savings Account will not be subject to a monthly service charge for that statement period. The Auto-Save feature may be set up at Account opening, or at any time through our online banking at bankofthewest.com, by calling us at the number listed at the end of this Agreement, or by visiting your local branch.

If there are not sufficient funds in your checking Account to complete a scheduled transfer, such as Auto-Save, to your eligible savings or money market Account, no transfer will occur, even if you have available Overdraft protection for your checking Account through Savings Overdraft Protection and/or a Gold Line Account. This means that if your eligible savings or money market Account monthly service charge would have been waived as a result of an eligible Auto-Save or other recurring transfer from your checking Account, your money market or savings Account will incur the applicable monthly service charge for that statement cycle.

IMPORTANT INFORMATION ABOUT YOUR CERTIFICATE OF DEPOSIT AND RETIREMENT ACCOUNTS

Rate and Term Information

You will be paid interest on your certificate of deposit at the disclosed rate until the first maturity of your Account. Your Account will mature as stated on your certificate of deposit receipt. The annual percentage yield assumes that interest earned remains in the Account, that all funds remain on deposit for one (1) year from the date of deposit (even for shorter term deposits), and that the interest rate does not change.

Compounding Frequency

Refer to the Bank's current Rate Sheet to determine the compounding frequency for your certificate of deposit (including retirement certificates of deposit).

Crediting Frequency

For certificates of deposits with terms of 32 days or longer, you may choose the frequency of interest payments. Interest can be paid as frequently as monthly, but must be paid at least once a year. On certificates of deposits, interest may be reinvested into the Account, credited to another checking, money market or savings Account, or paid to you by check. For Individual Retirement Accounts, interest is reinvested until you establish a distribution plan or withdraw the funds. Certificates of deposits with terms of 7 to 31 days will receive interest only at maturity. Interest may be reinvested into the certificate of deposit or deposited to a checking, money market or savings Account.

Effect of Closing an Account

If you close your Account before interest is credited, you will receive the accrued interest. Accounts closed during the grace period will forfeit any accrued interest.

Computation Method

We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. For all certificates of deposit, interest is accrued and calculated on the daily ending balance on an actual/365-day basis (actual/366 in leap years).

Accrual of Interest on Noncash Deposits

Interest begins to accrue on noncash deposits on the Business Day you deposit them (for example, checks).

Grace Period

All automatically renewing certificates of deposit with terms of 32 days or longer have a 10 calendar day "grace period" following the maturity date of the certificate when you can withdraw funds or make changes to the certificate without an early withdrawal penalty. Certificates of deposit with terms of 7 to 31 days have a 1-day grace period.

Additional Deposits

Unless otherwise indicated, additional deposits of \$100 or more can be made only within the grace period on automatically renewable certificates of deposit. Interest on the additional funds, both cash and non-cash, will begin to accrue on the Business Day you make your deposit and will be at the same rate as the renewed certificate of deposit. The additional deposit(s) will mature at the same time as the renewed certificate of deposit.

Withdrawals of Principal Prior to Maturity

You may make withdrawals of principal from your Account before maturity only if we agree at the time you request the withdrawal. Your withdrawal prior to maturity may be subject to an early withdrawal penalty. Principal withdrawn before maturity is included in the amount subject to the early withdrawal penalty.

Withdrawals of Interest Prior to Maturity

Interest which has been credited to the Account during the term of the certificate may be withdrawn without penalty at any time.

Interest which has been reinvested at maturity may be withdrawn without penalty at any time provided that the Account term and interest rate have not changed since the renewal. If either the term or interest rate of the certificate changes upon renewal, any credited interest becomes part of the principal of the Account. A withdrawal of interest will reduce earnings.

Additional Withdrawals

Additional withdrawals without penalty are permitted: (1) upon a depositor's death or mental incapacity; or (2) for Individual Retirement Account holders who are disabled (as defined in 26 USC 72(m)(7)) or over the age of 59 1/2 and the funds are taken as an IRS-reportable distribution via cash, check or deposit/transfer to a non-retirement account. However, this penalty waiver does not apply if the transfer is to a retirement account at another institution. Withdrawals at any other time may be permitted at the Bank's discretion but may be subject to early withdrawal penalties. Accounts closed during the grace period will forfeit any interest that accrued during the grace period.

Early Withdrawal Penalties

Any early withdrawal penalties assessed may reduce the principal balance remaining in your Account after the withdrawal. For certificates of deposit with terms of 7 to 31 days or terms of 60 months and longer, the penalty is calculated at the interest rate in effect on the Account at the time of the withdrawal. The penalties on the amount withdrawn are as follows:

TERM	PENALTY
7 to 31 Days	\$25 + 31 days simple interest
32 Days to 11 Months	\$25 + 1% of the amount withdrawn
12 to 59 Months	\$25 + 3% of the amount withdrawn
60 Months or Longer	730 days simple interest

Automatically Renewable Certificates of Deposit

An automatically renewable certificate of deposit will automatically renew at maturity for the same term. You may prevent automatic renewal if we receive written notice from you before maturity of your intention not to renew, if you withdraw the funds in the Account at maturity (or within the grace period mentioned above) or if we receive written notice from you within the grace period mentioned above. If you prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date (unless we tell you otherwise). The interest rate will be the same interest rate that we offer on new certificates of deposit on the maturity date for the same term, minimum balance (if any) and other features as the original time deposit (unless we tell you otherwise).

Renewal Notices

If your certificate of deposit automatically renews, we will mail a renewal notice approximately fifteen (15) days prior to the maturity date (except for certificates of deposit with terms of 7 to 14 days). The renewal notice will include a phone number you can call on the maturity date (or shortly thereafter) to find out the interest rate and annual percentage yield on your renewed certificate of deposit.

Non-Automatically Renewable Certificate of Deposit

A non-renewable certificate of deposit will not automatically renew at maturity. Interest will not accrue after the maturity date. We will mail a maturity notice approximately fifteen (15) days prior to the maturity date (except for 7-14-day terms). The maturity notice will include a phone number you can call if you would like to open another certificate of deposit.

Returned Interest Disbursements

In the event an interest disbursement from your Account is returned to the Bank or cannot be disbursed, we will do the following:

- **By Check:** If an interest distribution check is returned to the Bank for any reason, we will do two things: (1) cancel the distribution check and credit the funds to your Account, and (2) no longer mail interest distribution checks to you but rather credit any interest to the Account. If you provide us with a valid address, you may then request that we reinstate the mailing of interest distribution checks on the Account. Please note that in the event an interest check is credited back to a certificate of deposit, and the certificate of deposit subsequently renews, all interest credited will become part of the principal if either the certificate of deposit term or interest rate change at renewal. As such, any withdrawals after the grace period may be subject to an early withdrawal penalty.
- **By ACH or Internal Transfer:** If an interest payment in the form of an ACH debit or internal transfer from your Account cannot be disbursed for any reason, we will do two things: (1) issue a check payable to you in the amount of the payment and mail it to you at the last known address we have on our records for you; and (2) issue all future interest payments in the form of a check payable to you. We will continue to issue these payments in the form of a check until you notify us that the necessary corrections to the ACH or internal transfer information have been made and you request that we reinstate the ACH debit or internal transfer of the interest payments.

Individual Retirement Accounts

An IRA Plan is a tax-advantaged Individual Retirement Account (IRA) established pursuant to Internal Revenue Code 408 (Traditional IRA) or 408A (Roth IRA) by completing a Bank of the West custodial or trust IRA agreement. You may be able to open more than one (1) IRA Plan and fund each IRA Plan with more than one (1) deposit Account. Depending on the nature of the IRA, you may be required to open more than one (1) IRA Plan.

Types of IRAs Available: Traditional IRAs, Roth IRAs and Rollover IRAs are available for most CD terms. Contributions and distributions may have certain tax consequences under the Internal Revenue Code sections governing IRAs and Qualified Retirement Plans. Annual statements are generated. We do not issue ATM or Debit Cards on retirement Accounts.

Retirement Plan Distributions: You may elect to begin distribution on your IRA beginning at age 59 1/2 or earlier if you are disabled (as defined in 26 USC 72(m)(7)). IRA customers may choose to have federal and state withholding taxes deducted from these distributions.

Early Withdrawal Penalties: Notwithstanding the early withdrawal penalty provisions set forth above in this section, if you exercise your right under IRS rules, if applicable, to revoke your retirement plan within seven (7) days of establishment, you will forfeit all interest earned but will not incur an early withdrawal penalty (if a

CD). The Bank will waive the early withdrawal penalty on CD retirement Accounts for customers who are 59 1/2 or older on distributions which are reportable to the IRS on Form 1099R and are paid directly to the customer. In addition, withdrawals from IRAs may be subject to federal and state tax penalties; contact your tax advisor for information.

Additional Deposits: Additional deposits to IRA CDs are only permitted during the CD grace period. Additional deposits of at least \$100 may be made at any time to the IRA Add-On CD (subject to IRS contribution limits).

OVERDRAWN ACCOUNTS AND PAYMENT OF OVERDRAFTS

Overdrawn Accounts or Non-Sufficient Funds

If your Account is overdrawn for any reason including: (1) the Bank cannot collect the funds from a deposit you have made; (2) the Bank has intentionally or unintentionally paid Items for which you do not have the funds; or (3) there were not sufficient funds to cover the amount of a service or other Bank charge, then each Account holder, jointly and severally, agrees to reimburse the Bank for the amount of the Overdraft (including any Returned Item or Overdraft Fee) without regard to the signer on the Item(s) that created the Overdraft or who benefited from the charge or Overdraft. Payment of an overdrawn Account is due immediately or upon demand by the Bank. If you fail to pay the amount of the overdraft on an Account within 45 calendar days, we will deem the Account to be in default and will take such actions as we deem appropriate for collecting an Account in default. Such actions include, without limit, closing an Account and sending the Account for collection.

You are responsible for managing your Account to ensure sufficient balances are maintained to cover your transactions.

We disclose on your periodic bank statement the total amount of Overdraft and Returned Item Fees you incurred per statement period and year-to-date. You can help avoid Returned Item and Overdraft Fees by maintaining a record of your deposits and withdrawals by check, recurring payments and Debit Card and ATM Card transactions.

Also, the fact that we may honor withdrawal requests that overdraw the available balance in your Account 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 Overdrafts on your Account without notice to you. We may use subsequent deposits, including Direct Deposits of social security or other government benefits, to cover such Overdrafts and Overdraft Fees.

Standard Overdraft Practices

We may choose, at our discretion, to assist you with an **unplanned or occasional Overdraft** by paying checks, ACH, recurring Debit Card transactions, and other Items drawn on your Account and charging you an Overdraft Fee when your Account does not have sufficient funds to cover those Items. Whether we will pay a particular Item is decided by the Bank, at our sole discretion, by evaluating a number of factors relating to your Account.

NOTE: Our Standard Overdraft Practices do not apply to ATM transactions and everyday Debit Card transactions. Generally, we will not authorize and pay Overdrafts for those transactions if your Account is not in good standing or if your Account has had too many Overdrafts and unless you have authorized us to do so. Refer to the "Debit Card Overdraft Service" section below.

Opting Out - If you do not want us to pay checks, ACH, or recurring Debit Card transactions at our discretion when doing so will overdraw your checking Account, you may opt out of our discretionary Standard Overdraft Practices by contacting your local branch or by calling our Contact Center at the number listed at the end of this Agreement. Your opt out choice will become effective within two (2) Business Days of your request.

Even if we do not pay an Item, you will incur a Returned Item Fee if we return an Item for insufficient funds. Also, even if you have opted out of our Standard Overdraft Practices, there still may be times when an Item is paid, an Overdraft occurs, and an Overdraft Fee is charged. The dishonoring of a check, ACH Item, recurring Debit Card transaction, or other Item drawn on your Account could result in additional fees or other consequences imposed under your agreement with the payee or by law.

The Bank reserves the right to amend or terminate our standard Overdraft practices without notice at any time. Additionally, there are certain instances where checking Accounts are not eligible for our Standard Overdraft Practices.

Debit Card Overdraft Service

The Debit Card Overdraft Service is a service whereby the Bank, at our sole discretion, may choose to assist you with unplanned or occasional Overdrafts by authorizing and paying ATM withdrawals and everyday Debit Card transactions against insufficient available funds and charging you an Overdraft Fee.

NOTE: At Account opening you are automatically opted out of Debit Card Overdraft Service, and if you wish to continue opting out, you will be asked to confirm your opt out choice during the checking Account opening process. The Bank may not charge an Overdraft Fee to your checking Account for paying ATM or everyday Debit Card transactions against insufficient available funds as long as you are opted out. Instead, these transactions will generally be declined when you have insufficient funds. Also, even when you are opted out of Debit Card Overdraft Service, there still may be circumstances when the transaction will be authorized and overdraw your checking Account. However, in these cases, you will not be charged an Overdraft Fee.

Opting In - If you DO want us to pay ATM or everyday Debit Card transactions at our discretion when doing so will overdraw your checking Account and charge you an Overdraft Fee, you will be given the opportunity to opt in during the Account opening process.

When you opt in or opt out of Debit Card Overdraft Service, your choice will become effective within two (2) Business Days of your taking action. You will receive a written notice by U.S. mail confirming your choice. The Bank reserves the right to amend or terminate Debit Card Overdraft Service or your participation in the Debit Card Overdraft Service without notice at any time. Additionally, there are certain instances where checking Accounts are not eligible for the Debit Card Overdraft Service.

After you have opted in, you have the right to opt out of Debit Card Overdraft Service at any time by contacting your branch or by calling our Contact Center at the number listed at the end of this Agreement.

Overdraft Program Alternatives

We offer Overdraft programs, such as Savings Overdraft Protection (a savings or money market Account linked to your checking Account) and Gold Line (a line of credit linked to your checking Account; credit approval required) which may be less expensive than our Standard Overdraft Practices and/or Debit Card Overdraft Service. Refer to the Schedule of Fees and Charges for Personal Deposit Accounts for applicable fees for these Overdraft program alternatives.

Savings Overdraft Protection

For personal checking Accounts, we offer an optional Savings Overdraft Protection which links your Bank of the West personal savings or money market Account to your personal checking Account to help protect your checking Account from unplanned or occasional Overdrafts. The Account holder(s) of the checking Account must be the same as the Account holder(s) of the savings or money market Account.

Savings Overdraft Protection covers checks, recurring Debit Card transactions, ACH and automatic electronic payments from your checking Account. Savings Overdraft Protection does not cover ATM and everyday Debit Card transactions since those types of transactions post to your Account throughout the day. Savings Overdraft Protection only covers transactions that post during nightly "batch" processing. Accordingly, if you attempt to make an ATM or everyday Debit Card transaction against insufficient funds then the transaction will be declined and you will not be charged an Overdraft Fee. However, if you have chosen to opt in to Debit Card Overdraft Service (see "Debit Card Overdraft Service" above), then the Bank may pay the ATM or everyday Debit Card transaction at our discretion and charge you an Overdraft Fee.

If there are not sufficient funds in your checking Account to cover the amount of Items presented for payment, we will automatically transfer funds from the available balance in your linked savings or money market Account to your checking Account. We transfer funds in increments of \$50 up to the amount of the Overdraft, including any Savings Overdraft Protection Transfer Fee ("Transfer Fee"), up to the amount of the available balance in your linked savings or money market Account. The total of all \$50 increments is considered one transfer, and we charge a Transfer Fee per transfer each day that a transfer occurs. If your savings or money market Account does not have a balance of \$50, but there are sufficient funds to cover the Overdraft amount and the Transfer Fee, then the entire savings or money market balance will be transferred into the checking Account. If one (1) or more Items are presented against your checking Account and there are sufficient funds in your linked savings or money market Account to cover one (1) or more of the Items plus the Transfer Fee, we will transfer enough to cover as many of the Items as possible plus the Transfer Fee, up to the remaining amount in your savings or money market Account.

If you have Savings Overdraft Protection and a transfer occurs to a linked checking Account that is overdrawn \$5 or less, no Transfer Fee will be assessed.

Each Savings Overdraft Protection transfer counts as one (1) of the six (6) limited transactions you are allowed each calendar month from your savings Account or each statement cycle from your

money market Account. For savings Accounts, if you have already used the six (6) allotted transactions during any calendar month, the Overdraft transfer will not occur. For a money market Account, if you have already used the six (6) allotted transactions during any statement cycle, the Overdraft transfer may occur and you will be charged the Excess Withdrawal Fee in addition to the Transfer Fee.

Funds you deposit into your savings or money market Account may not be available immediately for Savings Overdraft Protection. Savings Overdraft Protection is not available for bill pay transactions scheduled through Online Banking Bill Payment Service.

Gold Line

For our personal checking Accounts we offer Gold Line, which is a line of credit linked to your personal checking Account to help protect your checking Account from unplanned or occasional Overdrafts.

Gold Line covers checks, ATM withdrawals, everyday Debit Card transactions, recurring Debit Card transactions, ACH, automatic electronic payments and other transactions from your checking Account.

You must apply for a Gold Line line of credit. Total Overdraft coverage is determined by your available credit limit and credit is subject to approval.

If there are not sufficient funds in your checking Account to cover the amount of Items presented for payment, we will automatically transfer funds from the available balance in your linked Gold Line to your checking Account. Gold Line line of credit advances in increments of \$50 to cover the amount of the Overdraft, plus any Loan Advance Fee up to the available credit limit.

If one (1) or more Items are presented for payment against your linked checking Account, and if funds in your Gold Line are insufficient to cover any one (1) of the Items plus the Loan Advance Fee, no Gold Line transfer will occur.

If one (1) or more Items are presented against your checking Account and there are enough funds in your Gold Line Account to cover one or more of the Items plus the Loan Advance Fee, we will transfer enough funds in \$50 increments up to the remaining amount available in your Gold Line Account sufficient to cover as many of the Items as possible plus the Loan Advance Fee.

Refer to the Gold Line Account Agreement and Disclosure Statement for additional details.

ABOUT YOUR ACCOUNT STATEMENTS

Account Statements in General

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. Statements on checking and money market Accounts are generated monthly based on the statement cycle date of the Account. Your first statement cycle on any Account may be less than 30 days. Statements on savings Accounts (excluding money market Accounts) are generated quarterly unless there has been electronic transaction activity on the Account in which case a statement will be generated for the month in which the electronic transaction activity occurred.

Statements and Your Responsibility to Review

Periodic statements include all Account activity for the statement period. It is important that you review each statement upon receipt and notify us in writing of:

- Any error, omission, alteration, unauthorized transaction, unauthorized signature, or other irregularity in any deposit, withdrawal, transfer, or fee; and
- Any loss, theft, improper or unauthorized use of any instrument evidencing funds on deposit, or any banking forms relating to an Account.

You must examine your statement of Account or any checks that the Bank has mailed or delivered to you with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, omissions, unauthorized transactions, unauthorized signatures, alterations, forgeries or other irregularities, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to Items on the statement but other Items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. **If you do not report unauthorized transactions within 30 days after the statement is mailed or made available, except as expressly provided in this Agreement with reference to unauthorized Electronic Fund Transfers, we will not be liable for payment of any forged or unauthorized Items shown on the statement. In the event that unauthorized or forged transactions are committed by the same person, the 30 days begins on the date the first statement in which the first unauthorized transaction appears is mailed or made available.**

Reports of unauthorized transactions or incorrect activity not involving Electronic Fund Transfers must be made in writing to the branch where your Account is held. For claims of check forgery, you may initially contact your branch of Account or call our Contact Center at the number listed at the end of this Agreement. You may be required to visit a branch to sign a claim of forgery in the presence of a Bank employee.

For unauthorized Electronic Fund Transfers, you must notify the Bank within sixty (60) days of the statement date on which the unauthorized transfer(s) appeared in order to limit your liability for the amount of such unauthorized transactions. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. See the ELECTRONIC FUND TRANSFERS section of this Agreement for details.

You agree to cooperate in any investigation we may undertake regarding your claim. We reserve the right to investigate your claim fully and we reserve a reasonable length of time for our investigation. We reserve the right to exercise all of our legal defenses to your claim.

Please note that the Bank stops preparing and sending statements for dormant Accounts and Accounts for which the Bank has received returned mail from the address on file. To

request copies of any paid checks, contact your branch of Account or call our Contact Center at the number listed at the end of this Agreement.

Combined Statements

Multiple checking, savings, money market, certificate of deposit and IRA Accounts may be automatically combined on one (1) statement if they have the same ownership and mailing address.

Check Safekeeping

You agree that you will not receive your canceled checks. With our Check Safekeeping service, we keep copies of your deposit slips and canceled checks in an electronic form for seven (7) years rather than return the originals to you in your statement. To request copies of deposit slips or paid checks, contact your branch of Account or call our Contact Center at the number listed at the end of this Agreement. When requesting a copy of a deposit slip or check, please provide the following information, as applicable, which is shown on your Account statement: Account name, Account number, check number, dollar amount of the deposit slip or check, and the date shown on the deposit slip or posting date of the check. In most instances, we will mail the copy to you within two (2) Business Days. If you prefer, you may pick up the copy at your branch of Account. If you request copies of more than two (2) Items per statement period, there will be a fee.

IRS REPORTING

Tax Identification Number and Interest Reporting

Federal tax law requires us to report interest payments we make to you of \$10 or more in a calendar year and to include your Taxpayer Identification Number (TIN) on the report. Interest includes dividends, interest, incentives 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. The TIN is either a Social Security Number (SSN), an Employer Identification Number (EIN) or an Individual Tax Identification Number (ITIN). The appropriate TINs for various types of Accounts are:

Type of Account	TIN
Individual	SSN or ITIN of the Individual
Joint Account	SSN or ITIN of the person whose name is used for Information Return Reporting (usually the Primary Account Owner)
Uniform Transfers to Minor Account (UTMA)	SSN or ITIN of the minor
Living Trust (where grantor is also trustee)	SSN or ITIN of the grantor-trustee
Living Trust (where grantor is not trustee)	EIN of the trust

Backup Withholding

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. The percentage withheld will be determined by the rate in effect under IRS regulations at the time backup withholding begins. We will not have to backup withhold on interest payments when you open your Account if you certify your TIN and certify that (a) you are exempt from backup withholding, (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding. 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. Withholding will occur at the time interest is paid. The amount of backup withholding will be reported to you and the IRS.

If you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status on the appropriate IRS Form W-8 (Certificate of Foreign Status). Your foreign status must be re-certified on a new IRS Form W-8 every three (3) years. If you do not recertify when required your Account will be put on backup withholding at the expiration of the current Form W-8 on file with the Bank. Backup withholding may also occur at any time upon any request served to the Bank by the IRS.

If you are an exempt payee (receiver of interest payments), you need to supply us with your TIN, certify that your TIN is correct, and certify your exempt status. Some examples of exempt payees include corporations, organizations exempt from tax under Section 501(a) of the Internal Revenue Code, and an individual retirement plan or a custodial Account under Section 403(b)(7) of the Internal Revenue Code.

If you do not supply us with the appropriate TIN or Form W-8, we may refuse to open your Account.

All Account holders agree to be jointly and severally responsible for amounts that the Bank is required to withhold. You also agree that the Bank is permitted to remove funds from any Account in any of your names for the amount of the backup withholding if it cannot be obtained from the Account to which interest has been credited. The Bank will inform you if the funds are removed from any Account other than the one to which interest was paid to pay the withholding. Any questions regarding tax withholdings should be directed to the IRS.

Notice to All Non-Resident Aliens

IRS regulations require that we report to the IRS all deposit interest of \$10 or more paid to Accounts belonging to certain non-resident aliens, even if you provided us with a signed Certification of Foreign Status (Form W-8).

SAFE AND SELF-SECURED DEPOSIT BOXES

Refer to the separate Safe Deposit Box Rental Agreement or the Self-Secured Deposit Box Rental Agreement that is required to be executed at the time of rental of any safe deposit box or self-secured deposit box.

ACCOUNT SECURITY

Your Responsibility

It is your responsibility to protect the Account number(s), Card(s) and PIN(s) for your Account(s). Do not discuss, compare, or share information about your Account number(s), Card(s) or PIN(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your Account number, Card or PIN could use it to withdraw money from your Account, with or without your permission.

Account Numbers

Thieves can encode your Account number on a check, which looks and functions like an authorized check and can be used to withdraw money from your Account. Your Account number can also be used to issue a "Remotely Created Check." If you have truly authorized the Remotely Created Check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a Remotely Created Check. A swindler could issue a Remotely Created Check in an amount greater than you authorized, or issue additional Remotely Created Checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your Account even though you did not contact us directly and order the payment.

Closing a Compromised Account

If you or we suspect that your Account is or may be compromised (this means, for example, third parties may have access to your Account number or there may have been or there is reason to suspect that there may be unauthorized transactions on the Account), we may recommend that you close your Account and open a new Account. If we recommend that you close your Account and you do not do so, we are not liable to you for subsequent losses or damages on the Account due to unauthorized transactions provided we used ordinary care in the payment of any Item or transaction. When you open a new Account, you are responsible for notifying any third parties that need to know your new Account number.

Blank Checks

You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank 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 if we failed to use ordinary care which substantially contributes to the loss.

Claim of Loss

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 must 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. 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.

Preventing Fraud and Other Losses

You have a duty to protect your Account against abuse:

- Watch for out-of-sequence checks and checks made payable to cash or to a bank. Review your transaction activity often for unexpected fluctuations.
- Do not keep your PIN with or written on your ATM Card or Debit Card.
- Do a thorough background check on Agents, bookkeepers, accountants, or other employees who may be handling any part of your banking and/or who have access to your confidential records.
- Do not assume missing checks are not a problem. Destroy any checks that you do not intend to use.

Refer to "Statements and Your Responsibility to Review" in the ABOUT YOUR ACCOUNT STATEMENTS section of this Agreement for details related to your obligation to review your Account statements.

RESOLUTION OF DISPUTES BY ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

Agreement to Arbitrate Disputes

If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and we agree that upon demand by either you or us the dispute will be resolved through the binding arbitration process set forth in this section.

Disputes Covered By Arbitration

Any dispute relating to or arising out of your Account or this Agreement, including any aspect of any agreement that is governed by this Agreement, will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such Account, including, without limitation, safe deposit box services, wire transfer services, your use of any of the Bank's banking locations or facilities, or to any means you use to access your Account(s). Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint Account owner, Account beneficiary, employee, representative, Agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Bank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation,

tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis.

Disputes also include claims relating to the enforceability or interpretation of this arbitration provision.

A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party.

This arbitration provision shall survive any termination of your Account(s) or relationship with us.

Disputes Not Covered By Arbitration

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

Commencing an Arbitration

The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this Agreement. AAA’s Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).

Arbitration Procedure

The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable.

The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect to the dispute in arbitration and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute.

The arbitrator will take reasonable steps to protect customer Account information and other proprietary or confidential information.

Any arbitration hearing shall take place in the same city as the U.S. District Court that is closest to your home address, unless the parties agree in writing to a different location or the arbitrator so orders.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

No Class Action or Joinder of Parties

You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint Account owners or beneficiaries on your Account and/or related Accounts, or parties to a single transaction or related transaction).

Arbitration Costs

Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

Applicable Law

You and we agree that you and we are participating in transactions that involve interstate commerce and that this agreement and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your Account relationship apply. No state statute pertaining to arbitration shall apply.

Severability

Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

If any of the provisions of this agreement to arbitrate disputes regarding joinder, consolidation, class actions, class arbitrations, general public or private attorney general actions is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire agreement to arbitrate disputes shall be unenforceable.

ADDITIONAL TERMS AND CONDITIONS

Legal Processes

If we are served with any legal process (subpoena, restraining order, levy, search warrant, writ of attachment or execution, or similar order) which we believe to be valid and which we believe applies to your Account or relationship with us, even if we are not a party, we may comply with such legal process. We may comply with any legal process without regard to the location served or the manner of service. The result is that we may accept legal processes in person, by mail, electronically, or by facsimile transmission at any branch or office, including locations other than the branch or office at which funds, property, or records are

held. This means that, unless otherwise expressly prohibited by law, a legal process issued and served in one state may affect an Account held at any of our branches in any other state. A legal process against one Account holder may reach Accounts held by that Account holder jointly with others. It is the obligation of the affected Account holder or any Account holder who receives notice of the legal process to notify co-Account holders of the legal process. The Bank reserves the right to send only one notice of legal process to the Account holder(s).

Unless prohibited by law, we may charge you a fee for each legal process. Any fees or expenses we incur in responding to any legal action (including, without limitation, our internal expenses) may be charged to your Account. On subpoenas or other requests for information, unless prohibited by law, if we are not fully reimbursed for research and other handling costs by the party who served the process, we may charge those costs to your Account. If there are insufficient funds in your Account, you agree to promptly pay us any deficiency.

You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, judgments, liability, costs and expenses associated with our compliance with any legal process that we believe to be valid. Accounts opened with trust or fiduciary designations, in particular, may be subject to legal process. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.

Legal processes must be served before our cut-off hour of 10 a.m. local time where the applicable branch is located to be effective against checks posted but not yet finally paid.

Right of Set-off and Security Interest

We may (without prior notice and when permitted by law) set off the funds in your Account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount of the set-off may be further limited by applicable law. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

The Bank may debit funds held in joint Accounts for debts for which any one Account holder is liable. If the Bank debits funds from a certificate of deposit Account, the funds withdrawn may be subject to an early withdrawal penalty. If the debt is owed to us by a sole proprietor, the Bank may also debit any personal Accounts of the sole proprietor. If the debt is owed to us by a partnership, the Bank may debit any personal Account of any general partner.

This Right of Set-off does not apply to your Account if prohibited by law. For example, the Right of Set-off does not apply to an Account if: (1) it is an Individual Retirement Account or similar tax-deferred Account, or (2) 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 (3) the debtor's right of withdrawal only arises in a representative capacity.

We will not be liable for the dishonor of any Item when the dishonor occurs because we set off a debt against your Account. You agree to indemnify, defend and hold us harmless from and against any and all losses, damages, claims, judgments, liability, costs, and expenses arising as a result of our exercise of our Right of Set-off. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.

In addition, you grant the Bank a security interest in all of your deposit Accounts to secure any obligation you owe to the Bank.

Pledges and Security Interest to Others

You cannot give a security interest or pledge your Account to someone else without first getting the Bank's written consent. We are not required to give consent to a security interest or pledge.

Referrals to Reporting Agencies and Collection Actions

Negative information reflecting on your credit may be submitted to credit reporting agencies if:

- We initiate a collection activity against you for indebtedness arising out of a default in your Account relationship. Further, you shall be liable to us for interest, at the legal rate, for any and all indebtedness you incur based on your Account activity from the date the indebtedness is incurred;
- You fail to fulfill the terms of your obligations with regard to your deposit Account(s) with the Bank; or
- In the Bank's judgment, you misuse your Account.

Depending on the situation, a negative report may occur even if the Bank does not incur a loss in connection with your Account.

Transfer of Ownership

If an Account is held by natural persons only (personal Account), it is NOT TRANSFERABLE. Federal regulations exclude from the definition of transfer an Account pledged as collateral for a loan or the passing of title upon death, divorce, marriage, incompetency, or by operation of law. Neither transfer between natural persons when made on the books at Bank of the West nor the addition or subtraction of names of other natural persons is regarded as a transfer.

Agents and Powers 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.) If you want to give another person access to your Account, please talk to your branch of Account well in advance of the date by which you wish to allow this access. The Bank makes available a durable power of attorney form that is limited to a specific deposit Account as identified on the power of attorney form and which will remain valid notwithstanding the incapacity of the principal. Each owner of your Account is independently permitted to authorize someone else to access your Account.

If you name an Agent or an attorney-in-fact on a non-Bank form, we may require that the form naming the Agent or attorney-in-fact be reviewed and approved according to our procedures.

If you have more than one power of attorney or agency appointment on file with the Bank, we will honor each one independently unless you tell us to do otherwise or one power of attorney clearly revokes all prior appointments. For example, unless there is a clear revocation of other powers of attorney, if you have named two (2) different persons as attorneys-in-fact on separate powers of attorney, we will permit each to act in accordance with the information on the power of attorney on which they are named.

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: (1) we have received written notice or have

actual knowledge of the termination of the authority or the death of the grantor of the power of attorney, and (2) 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.

We reserve the right to refuse attorneys-in-fact access to certain banking services which you may have, such as the Online and Mobile Service. You agree that we will not be liable to you for any loss or damage you incur as a result of actions by any Agent/attorney-in-fact.

Conflicting Demands

In case of conflicting certifications or demands, a dispute about ownership of the Account, ownership of any funds in the Account, or any Account holder's authority or capacity to act on the Account, we may refuse to honor any request or order concerning your Account or any check drawn on your Account until we receive: (1) joint instructions regarding the Account, or (2) a court order. At our sole discretion, we may require the signatures of all Account holders and/or all signers on your Account to comply with a specific request or for the withdrawal of funds and/or closing of an Account. In such event, we may also refuse to honor any further transactions and may return checks and other Items. We reserve the right to interplead or deposit with the courts any disputed funds. 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.

Investigative Freezes

As part of our loss prevention program, when we suspect that irregular, unauthorized, or unlawful activities may be involved with your Account, we may "freeze" (or place a hold on) the balance in your Account (and in other Accounts you maintain with us) pending an investigation of such suspected activities. You will be notified of any investigative freeze. While your Account is frozen, all withdrawals from the Account are generally blocked. 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.

Enforcement

You agree to be liable to the Bank for any liability, loss or expense that the Bank incurs as a result of any dispute involving your Account or services. You authorize the Bank to deduct any such liability, loss or expense from any of your Accounts without prior notice to you. You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, judgments, liability, costs, and expenses in connection with or arising out of this Agreement. Your obligations under this provision shall survive any termination of our Account relationship with you.

Instructions by Facsimile, Email or Voicemail

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 or make by email.

Our Communications with You

You agree that we, any of our affiliates, agents, independent contractors or service providers may monitor and record telephone calls regarding your banking services to assure the quality of our service or for other reasons. You also expressly consent that we,

any of our affiliates, agents, independent contractors or service providers may use written, electronic or verbal means to contact you. Your consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that we, any of our affiliates, agents, independent contractors or service providers may contact you by using any email address or any telephone number you provide, including a telephone number for a cellular phone or other wireless device, regardless of whether you incur any charges as a result.

Retaining Records

We may retain records related to your Account in any form including (but not limited to) paper, film, fiche, and electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your Account or service, our records (in whatever form we retain such records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

CONTACT CENTER

Call our Contact Center at:

Phone: 1-800-488-2265

1-800-659-5495 (TTY/TDD users only)

[Exit Code] + 1 + 925-975-3202 (Calling from Outside US)

6:00 AM - Midnight (Central Time) Monday - Friday

7:00 AM - Midnight (Central Time) Saturday, Sunday,
and federal holidays

Calls may be randomly monitored or recorded
to ensure quality service.

Write to our Contact Center at:

Bank of the West
Branch Service Center
PO Box 2573
Omaha, NE 68103



Member FDIC
Form # 030-08500 (Rev. 02/16)

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