

EFFECTIVE JANUARY 1, 2019

# Business Accounts & Services

**Disclosure and Agreement**



## COMMUNICATION WITH US

### When you need to:

- Report a lost or stolen ATM Card or Debit Card, compromised PIN, or Online Banking access code (call us immediately)
- Check account balance
- Check rate information
- Find out if a direct deposit has been made
- Report errors concerning Deposit Card, ATM Card, Debit Card, ACH or online transactions, or check conversion
- Stop payment on checks
- Cancel online bill payment
- Place a postdated check stop payment
- Cancel preauthorized electronic payment (ACH)

### Domestic and Foreign Wires

- Report a wire transfer error

Report an error regarding an ACH transaction

## Telephone Banking

### When you need to:

- Use or ask questions about Telephone Banking
- Report errors concerning Telephone Banking transactions

• Reach Telephone Banking using a rotary phone

• Access TDD Telephone Banking for hearing-impaired customers

Private Bank Client Service

Priority Banking Client Services

Japanese Customer Service Unit

Investment Banking & Markets Foreign Exchange

Call

**1-800-238-4486**

Automated service:

24 hours

7 days a week

Agent assisted service:

7:00 a.m.–9:00 p.m., Monday–Friday

8:00 a.m.–5:00 p.m., Saturday

(Pacific Time), except federal holidays

Union Bank – Wire Services Department

1980 Saturn St. V02-490, Monterey Park, CA 91755-7417

Contact the originating branch  
or office, or you can contact

Customer Service at

**1-800-238-4486**

Direct Access customers:

**1-800-922-9473**

7:30 a.m.–5:00 p.m.,

Monday–Friday (Pacific Time)

**1-800-238-4486**

Fax 1-800-456-9185

Call

**1-800-238-4486**

Automated service:

24 hours, 7 days a week

Personal service:

7:00 a.m.–9:00 p.m., Monday–Friday

8:00 a.m.–5:00 p.m., Saturday

(Pacific Time), except federal holidays

**1-800-835-5550**

**1-800-826-7345**

**1-888-826-2669**

7:00 a.m.–9:00 p.m., Monday–Friday

8:00 a.m.–5:00 p.m., Saturday

(Pacific Time), except federal holidays

**1-800-888-6466**

7:00 a.m.–9:00 p.m., Monday–Friday

8:00 a.m.–5:00 p.m., Saturday

(Pacific Time), except federal holidays

**1-888-507-7669** (from the U.S.) or **00531-11-4392** (from Japan)

8:00 a.m.–5:00 p.m., Monday–Friday

(Pacific Time), except federal holidays

**1-213-236-6943**

5:30 a.m.–4:00 p.m., Monday–Friday

(Pacific Time), except federal holidays

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## INTRODUCTION

Welcome to MUFG Union Bank, N.A. ("Union Bank"). Your account is backed by the reputation and resources of one of the largest banks on the West Coast, as well as by coverage of the Federal Deposit Insurance Corporation (FDIC) to permissible limits.

Most accounts may be accessed in person at a Union Bank® branch location, through Online Banking or Telephone Banking, or by using your ATM Card or Union Bank Debit Mastercard BusinessCard® ("Debit Card"). Not all accounts and services are offered at all times at every Union Bank branch for all account types.

This *Business Account & Services Disclosure and Agreement* formerly known as *All About Business Account & Services Disclosure and Agreement*, Bank Depositor Agreement (signature card), applicable fee schedule, other related documents we may provide you, and any amendments contain the terms of our agreement ("Account Agreement") with you for your account and any related services. This Account Agreement supersedes all previous agreements related to its subject matter including any oral or written communication. Except as otherwise stated, this Account Agreement does not alter or amend the terms or conditions of any other agreement you have with us.

## Business Accounts

Business accounts are those accounts used for other than personal, family, or household purposes.

## Customer Identification

To help the U.S. government fight money laundering and the funding of terrorism, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer (individual(s) and/or entity(ies)) that opens an account, and to understand the anticipated activity of the account.

**What this means:** When you open an account, we will ask for information on the legal formation for your entity, such as name, physical address, and a tax identification number. We will ask your name, address, date of birth, and other information that will allow us to verify your identity and others authorized to use the account. We will ask to see a driver's license or other identifying documents and/or information, such as:

- Your identification
- Your Social Security Number (or equivalent)
- Your country of birth
- Your employment for three years
- Your residence for three years
- The purpose of the account

We may further ask you for specific information regarding the nature of anticipated activity, the sources of your funds, the purposes of transactions, the anticipated frequency of such transactions, the relationship you have with persons to whom you send funds and the persons who send funds to

you, the ultimate beneficiaries of funds you send and receive, and other questions that may help us clarify the nature and purpose of transactions.

We may, at our sole discretion, elect not to open an account or close any existing account, with or without cause. We may, at our sole discretion, open additional accounts upon your telephone, written, or online instructions. These accounts must be in the same title as previously established accounts you maintain with us.

We may close accounts if we are unable to understand the purpose of the account, the structure of an organization, the authority of the signers, the documentation provided, or the general risk associated with the establishment of the account. We may elect not to disclose the specific reason for our action.

**Identification for certain cash transactions** – The Bank may ask all individuals for certain identification when making certain cash transactions:

- Union Bank account holders will be required to provide their ATM or debit card, or a valid government-issued ID, driver's license, or passport.
- Non-clients will be required to provide a valid government-issued ID, driver's license, or passport.

## **DEFINITION OF CERTAIN TERMS**

**Adjustments** – Corrections or changes we make to your account (both credit and debit). For example, corrections or changes made as a result of deposits recorded on deposit slips in the wrong amount, or Items you deposit that are returned unpaid.

**Annual Percentage Yield (APY)** – The total amount of interest paid on an account, based on the interest rate and the frequency of compounding. Unless otherwise noted, it is for a 365-day period (366 days each leap year), and is expressed as a percentage.

**Annual Percentage Yield Earned (APYE)** – An annualized rate that reflects the relationship between the amounts of interest actually earned on your account during a statement period and the average daily ledger balance in the account for that period.

**Authorized Signer** – Authorized Signers on your account are those noted on the signature card or as authorized by you in writing. An Authorized Signer may act alone in conducting withdrawal transactions and transfers from the account, despite multiple signature requirements.

**Available Balance (or Available Funds)** – The amount of funds available in your account for withdrawal. The Available Balance may not include the amount of a pending transaction; funds on hold based on our *Funds Availability Policy* described in this Account Agreement; funds held in connection with transactions identified in a notice of presentment or return; funds held in connection with an adverse claim, a dispute, a levy, or other legal process; or funds held because of a security agreement.



This amount may be different from your **Ledger Balance** (the total collected and uncollected funds shown for your account in our records) or **Collected Balance** (the Ledger Balance minus the amount of your uncollected funds).

**Average Monthly (Ledger) Balance (Statement Average Ledger Balance)** – The amount calculated by adding the Ledger Balance in the account for each day of the statement period (excludes interest paid on the last day of the statement period) and dividing that figure by the number of days in the period. The Average Monthly Ledger Balance, which may be used to avoid the monthly service charge, is based on a monthly statement period.

**Combined Balance** – This applies to one or more accounts that you have agreed to link to your primary checking account. The Combined Balance may be used to determine whether or not you will be assessed monthly service charges.

**Combined Balance is determined by combining:**

- The previous monthly statement's Average Monthly Ledger Balance in all Linked Accounts plus the current monthly statement Average Monthly Ledger Balance in your primary checking account; and if linked,
- The previous day's Ledger Balance in accounts for which a statement has not been generated (e.g., time deposit accounts).

**What accounts you can include in your Combined Balance:**

- You can ask us to combine balances of up to 20 eligible checking, savings, money market, and time deposit accounts to arrive at your Combined Balance. Restrictions may apply.
- Priority Banking® and The Private Bank clients may include amounts held in IRAs, some Union Bank business accounts (excludes analyzed accounts); and UnionBanc Investment Services®<sup>1</sup> brokerage accounts, including Portfolio Connection® accounts.

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1 Brokerage and investment advisory services are available through UnionBanc Investment Services LLC, an SEC-registered broker-dealer, investment adviser, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A. Insurance services are available through UnionBanc Insurance Services<sup>SM</sup>, a division of MUFG Union Bank, N.A. California State Insurance License No. 0817733.

**Non-deposit investment products:**

- **Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate**
- **Are NOT insured by the FDIC or by any other federal government agency**
- **Are subject to investment risks, including possible loss of the principal amount invested**
- **Insurance and annuities are products of the insurance carriers.**

***What you can't include in your Combined Balance:***

- You cannot link accounts to more than one checking account for Combined Balance purposes.
- Combined Balance excludes PurePoint® Financial accounts.

***Daily Minimum Balance*** – The lowest Ledger Balance in the account for any day of the monthly period.

***Business Days*** – Monday through Friday, excluding federal holidays, even though we may be open on a Saturday or Sunday. Unless otherwise noted, time refers to Pacific Time.

***Combined Transactions*** – Includes each check deposited, each debit or paid Item, and each credit or deposit. Bank transactions, such as fees or adjustments, are excluded. For example, a deposit of 5 checks is considered 6 Combined Transactions; 1 transaction for each check and a separate transaction for the deposit itself.

***Contracting Officer*** – Designated by corporate resolution or by a company's governing body and is authorized to enter into deposit account, funds transfer, or treasury management services agreements with us, and to authorize individuals to withdraw funds, initiate payment orders, execute service agreements, and otherwise give instructions on behalf of a company with respect to its deposit accounts and treasury management services.

***Debit*** – An entry that reduces the Available Balance in your deposit account, such as checks you write or other Items authorized by us or presented for payment.

***Insufficient Funds*** – When the Available Balance is not enough to pay any Debit.

***Item*** – An order, instruction, or authorization to withdraw or pay funds or money from an account, such as a check; substitute check; electronic transaction; draft; demand draft (commonly referred to as a remotely created check); or other order or instruction for the payment, transfer, or withdrawal of funds.

***Linked Account*** – A Union Bank account that is connected to another Union Bank account that you have requested to link, and for which the balance history, transaction activity, or other factors may be taken into consideration, typically for the purpose of account analysis, higher interest rate on a deposit, to avoid the monthly service charge, or another enhanced account benefit. Restrictions may apply. Information about Linked Accounts, including account numbers and balances, may appear on combined statements.

***MICR*** – An acronym for Magnetic Ink Character Recognition. MICR line refers to the numerical information contained on the bottom line of a check or deposit slip, which includes the bank routing number, depositor account number, check serial number, and dollar amount of the check or deposit slip.

***Overdraft*** – A negative balance in your account resulting from Debits presented against an insufficient Available Balance. An Overdraft does not guarantee payment of such Debits.

**Overdraft Fees** – Refers to Overdraft Item Paid, Overdraft Item Returned, and Continued Overdraft Fees.

**Owner** – Refers to the legal owner of the account, including any business entity, sole proprietor, partnership, limited liability company, or public agency.

**PIN** – Refers to your personal identification number.

**Service** – “Service” or “Services” shall mean one or more of the Services associated with your deposit account, as described in this Account Agreement.

**We, our, us, and the Bank** – Refers to MUFG Union Bank, N.A., including, without limitation, any branch, division, or other unit of MUFG Union Bank, N.A., and to Union Bank, a registered trademark and brand name of MUFG Union Bank, N.A.

**You and your** – The words “you” and “your” refer to an Owner of an account, or anyone you authorize to either act on your behalf or to appoint others that can act on your behalf.

## **ANALYZED BUSINESS CHECKING**

Accounts on analysis typically have a high volume of activity or are linked to treasury management services. Account analysis is used to assess bank fees and other charges on accounts maintained by both for-profit and non-profit organizations. You may request that one or more accounts be added to account analysis. We may also review an account’s activity to determine if it should be added to account analysis. Upon review, we may determine, in our sole discretion, to add an account to analysis and will notify you accordingly. If a money market account is linked to a business checking account on analysis for your analyzed relationship, please refer to the Accounts on Analysis section in your applicable *Fee Schedule* for the appropriate monthly maintenance and statement fees.

**Fees and Charges** – Bank fees and other charges are reflected on your periodic Account Analysis statement. Your service charge for each settlement period is based on the activity of your account and the fees associated with that activity, as described in the applicable *Fee Schedule*.

We will calculate an Earnings Allowance by applying the Earnings Credit Rate to the balance available to support activity for each settlement period. The “balance available to support activity” is calculated as follows: Ledger Balance plus funds advanced; plus or minus adjustments; minus uncollected funds; minus Legal Reserves; minus Other Compensating Balance requirements that may be required to offset charges for bank services. For interest-earning accounts, with the exception of the Analyzed Business Interest Checking account, the interest accrued or paid for the month is deducted from the Earnings Allowance for the month.

- *Legal Reserves* are the percentage of deposits that we are legally required to hold or keep with the Federal Reserve Bank. This rate is determined by the Federal Reserve Bank and is calculated on Collected Balances, plus uncollected funds advanced.
- *Other Compensating Balances* may include special pricing for loans or other services that may be agreed upon in return for maintaining a minimum average Collected Balance in your account.

If your monthly service charge for the settlement period is the same as or less than your Earnings Allowance, you will not be assessed a monthly service charge. If your monthly service charge for the settlement period exceeds your Earnings Allowance, you will be charged for the amount by which your monthly service charge exceeds your Earnings Allowance.

We will charge your account for the amount due within 30 days after the end of the settlement period. If you are invoiced, we will send an invoice for the amount due approximately 2 weeks after the end of the settlement period. You agree either to have your account charged by us or to pay the invoice upon receipt. Any excess Earnings Allowance will not be paid to you and does not accumulate from settlement period to settlement period.

**Multiple Accounts** – More than one account may be linked on account analysis for purposes of determining monthly service charges and the Earnings Allowance. Ownership of all Linked Accounts may differ. If more than one account is linked, one account will be designated as the “master account,” and the Owner of the “master account” will be responsible to the Bank for all monthly charges on all Linked Accounts. By including an account under analysis, all account Owners waive any requirement for advance notice for any changes to a charge tied to the Reference Rate.

**Earnings Credit Rate** – Your Earnings Credit Rate appears on each analysis statement. Your Earnings Credit Rate is determined by us, and is set each month based on market conditions, account balances, and market segment. You agree that this rate is subject to change without prior notice to you. Our current Earnings Credit Rate may be obtained by contacting us.

**Earnings Allowance** – The Earnings Allowance is the earnings credit minus earned interest (if applicable) for the current settlement period. It is applied only to the current settlement period’s service charges.

**Reference Rate** – The Reference Rate is the rate of interest periodically indicated by us. Our current Reference Rate may be obtained by contacting us. This rate is subject to change without prior notice to you. Our Reference Rate and charges tied to it may vary as often as daily.

**Compensating Balances** – In some instances, special pricing for loans may be agreed upon in return for maintaining a minimum Collected Balance in your account(s). The Compensating Balances amount indicates the minimum balance agreed upon.

**Termination of Analysis Service** – We may terminate analysis service on an account upon prior written notice. In such a case, any remaining amounts payable may be charged to your account.

**Overdrafts** – Interest charges for funds advanced due to an insufficient Available Balance during the settlement period are determined by using our Reference Rate plus a differential. See the *Overdraft Services* section of this Account Agreement for more information.

We may advance funds, from time to time, to cover a Debit presented against an insufficient Available Balance. If we do so, and unless a different rate is expressly agreed to in writing, we will charge interest daily on the funds advanced at the rate published in the applicable *Fee Schedule*. The daily rate is calculated using a 360-day year and computed on the daily usage of insufficient funds for the month. Interest is assessed from the date an overdraft balance is incurred, and then added to the overdraft balance along with any Overdraft Fees assessed.

## **ANALYZED BUSINESS INTEREST CHECKING**

The Analyzed Business Interest Checking account has the same features as the Analyzed Business Checking account with the exception of the features listed in this section. The Analyzed Business Interest Checking account is an interest-bearing transaction account that allows deposit balances to first pay for fees as outlined in the *Fees and Charges* paragraph above. This account type is not offered to sole proprietors.

**Multiple Accounts** – More than one account may be linked on account analysis for purposes of determining monthly service charges and Earnings Allowance. All accounts in an Analyzed Business Interest Checking relationship must be Analyzed Business Interest Checking. If any other account type is included in the account analysis relationship, interest will not accrue and will not be paid on the Analyzed Business Interest Checking account balances.

### **Interest:**

- The interest rate for the account is variable and is set at our discretion. The rate may change as often as daily without notice to you. We reserve the right to change the balance ranges or to apply the same interest rate to more than one balance range.
- Interest is accrued and paid monthly using a 365-day year (366 days each leap year). We will pay interest based on the calculated Excess Earnings Balance. The Excess Earnings Balance is the balance equivalent of Earnings Allowance minus fees, or zero, whichever is greater. For accounts owned by Public Agencies, interest is calculated as stipulated by state laws. State statutes may require interest to be calculated on a 360-day year. Please refer to the laws in your state for more information.
- Interest is accrued for the entire analysis relationship. Interest is paid to the account designated as the “master account.”

- Interest is paid monthly, generally before the 22nd of the month following the checking account statement month.
- If your relationship is closed before interest is calculated, your account will not be paid interest for the cycle.

## **INTEREST ON LAWYERS TRUST ACCOUNT (IOLTA)**

An IOLTA is available to attorneys and law firms required to establish such accounts under state law. It is an interest-earning trust account for the purpose of receiving and disbursing client funds that are nominal in amount or on deposit for a short time. The interest earned, less permitted charges, is paid to the agency stipulated by state law.

### ***Additional Fees:***

- Fees or charges will be deducted from the IOLTA as permitted by applicable state law. If such charges are not permitted to be deducted from the IOLTA, we may deduct them from another operating account maintained with us by the Owner of the IOLTA.

### ***Interest:***

- The interest rate on the IOLTA is set according to state law and guidelines published by the applicable state agency or association. In the absence of such law or guidelines, the interest rate is set at our discretion and may change as often as daily.
- Interest is calculated on the Collected Balance and compounded daily, using a 365-day year (366 days each leap year), and paid monthly.
- Interest begins to accrue no later than the Business Day we receive credit for the deposit of cash and non-cash Items, such as checks. No interest accrues unless the principal balance in the account is sufficient to earn at least 1/10 of one cent per day at the daily periodic rate then in effect.

### ***Other:***

- An IOLTA cannot be linked to other accounts owned by your law firm for purposes of analysis.

## **SAVINGS AND MONEY MARKET ACCOUNTS— GENERAL INFORMATION**

### ***Interest:***

- The interest rate and corresponding APY for business savings and business money market accounts are variable and are set at our discretion. Except for time deposits (which usually earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposit can change as often as daily, at our sole discretion, without prior notice to you. Interest rates and APYs for different balance ranges are listed on the interest rate sheet, which is provided separately as part of this Account Agreement. We reserve the right to change balance ranges or to apply the same interest rate to more than one balance range.

- On tiered-rate accounts, the interest rate for the account is determined by its range of balance amounts for each interest rate tier. The entire balance is subject to the interest rate tier based on the Collected Balance at the end of each day. We reserve the right to change balance ranges within each interest rate tier and to apply the same interest rate tier to more than one balance range. Please see your Interest Rate Sheet for additional information.
- We use the daily balance method to calculate the interest. We apply a daily periodic rate to the Collected Balance in the account each day.
- Interest on cash deposits, electronic payments, and checks drawn on Union Bank begins to accrue on the Business Day we receive the deposit.
- Interest compounds (is paid on both principal and accrued interest) daily on savings accounts and monthly on interest-bearing checking accounts and money market accounts.
- No interest accrues unless the Collected Balance in the account is sufficient to earn at least 1/10 of one cent per day at the daily periodic rate in effect.
- Interest is credited to interest-bearing checking and money market accounts monthly on the last day of the cycle period. Interest will be paid to savings accounts quarterly on the last Business Day of each quarter. If an account is closed during a month, accrued interest will be paid up to (but not including) the closing date. If an account is converted to a non-interest earning account, accrued but not yet paid interest will be forfeited. For accounts with special statements (e.g., weekly, dated, or flexible), interest will be paid on the last Business Day of the month.

**Interest on Accounts Owned by Public Agencies** – Interest on business savings and business money market accounts owned by public agencies is calculated and paid as described above, except as follows:

- Interest is calculated as stipulated by state laws governing public funds accounts. State statutes may require interest to be calculated on a 360-day year. Please refer to the laws in your state for more information.
- Interest on a business money market account is compounded monthly. Three balance ranges are established, and a different interest rate may apply to each. One interest rate applies to the balances below \$2,500. If the account has a balance of \$2,500 to \$100,000, then the entire balance (including the first \$2,500) earns interest at the rate set for the balance range of \$2,500 to \$100,000. A different interest rate may be established for balances greater than \$100,000, and will be applied only to amounts in excess of \$100,000. This means that only that portion of the account balance in excess of \$100,000 will earn interest at the rate established for the highest balance range. We reserve the right to change balance ranges or to apply the same interest rate to more than one balance range.

**Advance Notice of Withdrawals/Transfers** – We reserve the right to require 7 days’ advance written notice before you withdraw funds from your savings and money market deposit account.

**Transaction Limitations for Savings and Money Market**

**Accounts** – Transactions involving these accounts are limited by federal regulation. You may make no more than 6 limited transfers and/or withdrawals (subject to Available Balance):

- Per calendar month for savings accounts
- Per monthly statement period for money market accounts
- Per calendar month for money market accounts if statements were requested to be on a specific day each month

By:

**Limited Transactions** (subject to Available Balance):

	Savings	Money Market
Business Deposit Overdraft Transfers	●	●
Checks	N/A	●
Debit Card (or ATM card) purchases or payments	●	●
Preauthorized or automatic transfers to another payee or institution (includes ACH, wires), or to a Union Bank account	●	●
Online banking bill payments	N/A	●
Mobile banking bill payments	N/A	●
Online banking transfers	●	●
Mobile banking transfers	●	●
Telephone transfers	●	●

**Unlimited Transactions** (subject to Available Balance):

	Savings	Money Market
ATM transactions	●	●
In-person transactions (includes Express kiosks)	●	●
Automatic transfers to make a Union Bank loan payment	●	●
Deposits of any kind	●	●

If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, close your account without prior notice, or convert it to another type of account without prior notice. If we convert your account to a non-interest earning account, accrued but not yet paid interest, will be forfeited. We will impose an Excess Activity Charge for exceeding the limits. We will immediately charge this fee for each transaction that exceeds the limits, regardless of the account



balance (however, any Excess Activity Charges assessed in excess of 5 per statement period/calendar month will be subsequently added back to your account balance). If your account is closed or converted as a result of excessive transactions, you will not be able to open another savings and/or money market account with us for 12 months from the time the account is closed or converted. If you use Online Banking Bill Pay, we recommend you do not use a money market account as your bill payment account because of these limits on transfers. **Please note:** We count a transaction as of the date we post it to your account (not the date you initiate the transaction or write the check). Therefore, a transaction initiated by you during one statement period may not be counted against the 6-transaction limit until a later statement period.

## **INFORMATION RELATING TO CHECKING, SAVINGS, AND MONEY MARKET ACCOUNTS**

### **Account Statements**

We will make account statements available to you as required by law or upon request. In any case, you will get a statement at least quarterly, unless your account is inactive or in default.

#### **Statement Options:**

- **Online Statement** – Your statement is available electronically and can be accessed through the Bank’s Online Banking service at *unionbank.com*. Each statement lists your deposit and withdrawal activity and allows you to view the front and back of checks and deposit tickets posted to your account during the statement period.
- **Paper Statement** – We will mail you a statement that lists your deposit and withdrawal activity. With a paper statement, you may request the check image service for a fee. This includes an image of the front of each check, or the front and back of each check, posted to your account during the statement period. Check image is not available for money market accounts or Foreign Currency Demand Accounts.

**Combined Statements** – You may request, and we may require, combined statements if you have more than one eligible account with us. You may designate up to 20 checking, savings, and money market accounts to appear on one comprehensive monthly statement with your designated primary checking account. All accounts combined for one statement will have the same monthly cutoff date. You may choose the “online statement” or “paper statement” option for your primary checking account. All other accounts combined for the statement will be assigned the paper statement option. The combined statement will be delivered to the address of your primary checking account. Combined statements are not available for online statements.

When periodic statements are combined, you agree that copies of these statements, which include information such as account numbers and balances, may be provided to any Owner, Contracting Officer, Authorized Signer, or other person authorized by any of them.

### **Special Statement Services:**

The following special statement services are available.

- **Snapshot Statement** – Lists all activity for your account since the beginning of the statement period; ordered through Telephone Banking or at a branch
- Month-end cycle statement
- Flexible statement rendering on your custom calendar (up to 5 statements per month)
- Overnight or express courier

**Reviewing Statements** – You are responsible for monitoring and reviewing the activity on your account. You agree to inspect your statements as soon as you receive them and to promptly report any irregularities to us. We recommend that you have at least 2 individuals inspect your statements. You should not permit the same person who issues checks to review paid checks and reconcile your bank statements. Failure to separate these functions may allow a wrongdoer to avoid detection.

- **Time Limit for Claims** – If you think there is an error or an unauthorized transaction shown on your statement, you must notify us immediately and in no case later than 30 days after we mail, deliver, or otherwise make the statement available to you. If you do not, we may refuse to reimburse you for future unauthorized transactions by the same wrongdoer(s). In addition, if you do not report an error or unauthorized transaction within 6 months after we mail, deliver, or otherwise make the statement available to you, the account balance indicated on your statement will be considered correct. We are not responsible for any liability you may incur as a result of your failure to timely notify us of errors and you lose any and all rights you may have to assert the error or unauthorized transaction against us.
- **Claim of Loss** – If you claim a credit or refund because of a forgery, alteration, missing endorsement, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing any reasonable information we require concerning your account, the transaction(s), and the circumstances surrounding the loss. You also agree to file a police report if we request you to do so.

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss, and we have no obligation to provisionally credit your account. Our maximum liability is the lesser of your actual damages proved or the amount of the forgery, alteration, or other unauthorized withdrawal reduced by an amount that could have been avoided by 1) your use of ordinary care; 2) your compliance with the requirements of this Account Agreement; and 3) any proceeds from any insurance carrier or other third party that you receive or are entitled to receive.

You will pursue all rights you may have under any insurance coverage you maintain before making a claim against us

and provide us with all reasonable information about your coverage, including your insurance carrier, policy number, policy limits, and applicable deductibles. If we repay you for the loss before you receive compensation, you agree to assign us your rights under your insurance policy.

If you have experienced an unauthorized, missing, or improper signature; an alteration; or any other evidence of possible fraudulent activity on your account, we may at our sole option require you to:

- Subscribe to Basic Positive Pay or Positive Pay and/or any other fraud prevention products reasonable for your circumstances; and/or
- Close the account

After experiencing fraud on your account, if you and the Bank agree to keep the account open without any fraud prevention products, you agree to hold harmless and release the Bank from all liability for later fraudulent Items paid on the account. For more information, please refer to the section entitled Fraud Detection, Deterrence, and Safeguarding your Account herein.

Our brochure, *Safeguards Against Internal Fraud and Embezzlement*, discusses many procedures proven effective in preventing fraud. Ask us for a copy. You should consult your own auditors and accountants to determine the internal controls best suited for your business.

## **Available Balance Determination and Use**

The Available Balance in your deposit account is the amount we can use to pay Debits presented for payment.

Some or all of the funds in your deposit account may not be immediately available for withdrawal or use because of a delay in availability pursuant to our *Funds Availability Policy* or a hold as allowed under law or this Account Agreement.

Specifically, we calculate your Available Balance as follows:

Each Business Day, we start with the ending balance in your deposit account from the previous Business Day, which is a result of our overnight processing of all transactions that were presented for debit or credit to your deposit account. This ending balance is also referred to as your "Ledger Balance."

We start with the Ledger Balance and then we:

- Add all incoming credits which we are required to make available in your deposit account for immediate use, such as cash or other deposits.
- Subtract any amounts you cannot immediately withdraw or use due to a hold we placed including holds due to our *Funds Availability Policy* or legal process.
- Subtract your pending Debit transactions that are known to us, such as debit card purchases, ATM withdrawals, or other preauthorized withdrawals and applicable fees.

Debit or credit transactions presented during the day are “pending” until we “post” them through our nightly batch process each Business Day. Transactions presented on a non-Business Day will be pending until we post them on the next Business Day.

**Please note:** Your Available Balance will not reflect the following:

- Credits for outstanding ATM deposits that were made after the applicable cutoff hour.
- Debits that are received after the applicable cutoff hour, such as outstanding checks you have written and preauthorized one-time or recurring automatic debits.

### ***How ATM and Debit Card Transactions Affect Your Available Balance –***

**Transaction Authorizations** – If we authorize an ATM or debit card transaction, we will reduce your Available Balance by the amount we authorized (“Transaction Authorization”) until we receive the merchant’s request for final payment or the Transaction Authorization expires. Once authorization is given to the merchant, we are obligated to pay the merchant upon the merchant’s request for final payment.

**Final Payments** – Merchants will generally request final payment within 2 Business Days after we receive the request for authorization, but may take up to 30 Business Days. When we receive the merchant’s request for final payment, we will then post the Debit to your deposit account during our nightly batch process. This means there is a delay between the time we provide the Transaction Authorization to the merchant and when the merchant requests final payment from us. Therefore, Transaction Authorization and final payment of debit card transactions do not occur simultaneously.

**Transaction Authorization Period** – For the purposes of this Agreement, “Transaction Authorization Period” means the period of time between when we provide Transaction Authorization to the merchant and when we either pay the merchant’s request for final payment or the Transaction Authorization expires.

**Transaction Authorization Expiration**- If the merchant takes more than 7 Business Days to request final payment, in most cases the Transaction Authorization will expire on the 8th Business Day and the Available Balance will no longer be reduced by the Transaction Authorization amount. If the merchant submits a request for final payment after the Transaction Authorization expires, Overdraft Fees may apply. Please see *“How Transaction Authorizations for ATM and Debit Card Transactions May Lead to Overdraft Fees.”*

Also, it may be possible that the amount presented to us for final payment is lower or higher than the Transaction Authorization amount. For example, if the Transaction Authorization for a debit card transaction was prior to any tip you added; or a merchant such as a gas station, hotel, or car rental agency, estimated the Transaction Authorization amount of the purchase.

## How Transaction Authorizations for ATM and Debit Card Transactions May Lead to Overdraft Fees

It is your responsibility to have a sufficient Available Balance in your deposit account for ATM transactions, debit card transactions, and other Debits (e.g. check, ACH, and etc.) that may post to your deposit account during the Transaction Authorization Period. If you do not have a sufficient Available Balance to cover those other Debits, then you may be subject to one or more Overdraft Fees.

ATM and debit card transactions also may be subject to Overdraft Fees if for example:

- the final payment amount exceeds the Transaction Authorization amount and you do not have a sufficient Available Balance in your deposit account for the final payment amount (e.g. you added a tip to the bill after the merchant received an authorization from us);
- we did not receive an authorization request from the merchant and you do not have a sufficient Available Balance in your deposit account for the final payment; or
- the transaction was presented by the merchant for final payment after the Transaction Authorization expires and you do not have a sufficient Available Balance in your deposit account.

Please see the discussion on “Overdrafts” below for further information.

## Changing Account Types

*How this affects your account number:* If you want to change your account type, you may be able to do so without changing your account number or ordering new checks. Any applicable service charge will be based on the new type of account.

*How this may affect interest on your account:*

- **When you change to an account that does not earn interest –** You will forfeit the interest accrued but not yet paid on your account since the end of your last monthly statement period.
- **When you change to an account that earns interest –** You will begin earning interest no later than the Business Day following the day of the change. If you change from an account that earns interest to another type of account that also earns interest, the new interest rate becomes effective that day. All interest earned until the day of the change will remain in your account, and your account will begin earning interest based on the new type of account.

## Check Orders and Bank-by-Mail Kits

You may order personalized checks, Bank-by-Mail kits, and deposit slips by contacting us or ordering online. Applicable fees will automatically be deducted from your account. You must verify the accuracy of all information shown on your checks. If you find an error, do not use the checks and notify us immediately of the error.

## Overdraft

### How Overdrafts Occur

When a Debit is presented against an insufficient Available Balance we will look to any linked Overdraft Protection Services you established for your account. If you do not have sufficient available balances in your linked Overdraft Protection Service(s) to pay the Debit, then your deposit account will be overdrawn.

You can check your account activity through Online Banking or contact us. We also offer the ability for you to enroll in Alerts through Online Banking in order to get account balance information through email and text alerts or push notifications.

### Overdraft Services

We offer two categories of overdraft services. One category is Overdraft Protection Services and the other category is Overdraft Coverage.

### Overdraft Protection Services

Our Overdraft Protection Services involve either an Available Balance that you maintain in another eligible deposit account held with the Bank, or available credit on an eligible line of credit (subject to credit approval). Overdraft Protection Services may be less costly than paying Overdraft Fees.

**Please Note:** Overdraft Protection Services will not be used in circumstances that involve an account having an insufficient Available Balance to pay a Debit due to a hold we placed on your funds pursuant to this Account Agreement (e.g., a hold placed by us pursuant to our Funds Availability Policy or in connection with an adverse claim, a dispute, a levy, or other legal process). For example, if your checking account has an insufficient Available Balance to pay a Debit presented for payment because the funds are subject to a hold we placed, then we will not use available funds from another deposit account, such as your savings account, or available credit from a line of credit, such as your Business Cash Reserve Account, to pay the Debit.

### Business Deposit Overdraft Transfer

**What is Business Deposit Overdraft Transfer:** With this service, you authorize the Bank to make automatic transfers from your eligible checking, money market, or savings account ("Business Deposit Overdraft Transfer Account") to your checking account to cover Debits (including transfers between checking, money market, and savings accounts) authorized or presented for payment against an insufficient Available Balance. This service allows you to designate only one eligible deposit account as the Business Deposit Overdraft Transfer Account. Also, please keep in mind that if you designate a savings or money market account as the Business Deposit Overdraft Transfer Account, then each transfer from the savings or money market account to cover

a Debit presented against your checking account will count as one of the 6 “limited transfers” you are allowed per monthly statement period or calendar month. Please see the heading, “*Transaction Limitations for Savings and Money Market Accounts*” of this Account Agreement for further information.

**How does Business Deposit Overdraft Transfer work:** Each time Debits are presented for payment against an insufficient Available Balance in your checking account, we will transfer the exact amount from your Business Deposit Overdraft Transfer Account needed to cover each Debit plus the amount of our Business Deposit Overdraft Transfer Fee (“Transfer Fee”) and place it in your checking account. However, we will only make a transfer from your Business Deposit Overdraft Transfer Account if your Available Balance in the Business Deposit Overdraft Transfer Account will be enough to cover at least one entire Debit presented against the insufficient Available Balance in your checking account **and** the Transfer Fee. Also, the Available Balance in your Business Deposit Overdraft Transfer Account may be reduced to as low as a \$1, unless you specify a different minimum dollar amount that must remain in your Business Deposit Overdraft Transfer Account as the Available Balance in connection with Business Deposit Overdraft Transfer.

We will deduct the Transfer Fee when we post the Debits to your checking account. We only charge the Transfer Fee once per Business Day. Please see the applicable *Fee Schedule* for further information.

At our option, we will either pay or return Debits that cannot be covered by the combination of the Available Balance in both your checking account and Business Deposit Overdraft Transfer Account. Either action will cause you to incur Overdraft Fees and may cause your checking account to remain overdrawn.

If your checking account remains overdrawn and your Business Deposit Overdraft Transfer Account later contains a sufficient Available Balance to cover part or all of the overdrawn amount, we will then transfer funds from your Business Deposit Overdraft Transfer Account to cover or reduce the overdrawn amount. In this instance, we will not charge our Transfer Fee.

**What happens when you have multiple overdraft services:** Please see below, under the heading, “**Processing Order for Multiple Overdraft Services,**” for further information on how transfers or advances are processed when you have multiple overdraft services.

## **Business Overdraft Line of Credit**

**What is Business Overdraft Line of Credit:** This service involves a revolving line of credit subject to credit approval. Specifically, if you are approved for a Business Overdraft Line of Credit, we will make automatic advances from your Business Overdraft Line of Credit to cover Debits (including transfers between checking, money market, and savings accounts) authorized or presented for payment against an

insufficient Available Balance in your checking account. You agree and acknowledge that any advances made by us in connection with Business Overdraft Line of Credit are subject to your available Business Overdraft Line of Credit limit. Further, you agree and acknowledge that all advances from your Business Overdraft Line of Credit are subject to the terms and conditions of our *Business Overdraft Line of Credit Disclosure and Agreement*, including, but not limited to, the terms and conditions regarding repayment calculations.

**How does Business Overdraft Line of Credit work:** Each time Debits are presented for payment against an insufficient Available Balance in your checking account, we will advance the amount for each Debit, rounded up to the nearest dollar, from your Business Overdraft Line of Credit. We will charge a Cash Reserve Advance Fee to your Business Overdraft Line of Credit, which will be listed on your Business Overdraft Line of Credit statement as a "Cash Reserve Advance Fee" when we make automatic advances from your Business Overdraft Line of Credit pursuant to the *Business Overdraft Line of Credit Disclosure and Agreement*. We only charge the Cash Reserve Advance Fee once per Business Day.

However, we will only make an automatic advance from your Business Overdraft Line of Credit if your available Business Overdraft Line of Credit limit will be enough to cover at least one entire Debit presented against the insufficient Available Balance in your checking account **and** the Cash Reserve Advance Fee. The Advance Fee does not apply to advances of less than \$10 or to Cash Reserve Accounts originated in the state of Washington.

Also, Debits that cannot be covered by the combination of the Available Balance in your checking account and the available Business Overdraft Line of Credit limit may be returned unpaid. Our decision to pay or return the Debit will cause you to incur Overdraft Fees and may cause your checking account to remain overdrawn.

If your checking account remains overdrawn and any funds become available in the Business Overdraft Line of Credit on a later date, we will advance funds from your Business Overdraft Line of Credit to cover or reduce the overdrawn amount. In this instance, we will not charge our Cash Reserve Advance Fee.

**What happens when you have multiple overdraft services:** If you are enrolled in a Business Overdraft Line of Credit, then your checking account will not be eligible for Overdraft Coverage or Business Deposit Overdraft Transfer, or Business Overdraft Line of Credit.

**Accounts enrolled in Business Deposit Overdraft Transfer which have Business Overdraft Line of Credit covering the same checking account:** In the event a checking account is enrolled in both Business Deposit Overdraft Transfer and Business Overdraft Line of Credit and you do not have a sufficient Available Balance in Business Deposit Overdraft



Transfer to cover an entire Debit, the Available Balance from the Business Deposit Overdraft Transfer Account will be used first, and then the remaining amount needed to cover the Debit will be advanced from the Business Overdraft Line of Credit. In these instances, a Business Deposit Overdraft Transfer Fee will be charged to the checking account and a Cash Reserve Advance Fee will be charged to your Business Cash Reserve Account.

Please see below, under the heading, **“Processing Order for Multiple Overdraft Services,”** for further information on how transfers or advances are processed when you have multiple overdraft services.

## **Business Line Overdraft Protection**

**What is Business Line Overdraft Protection:** With this service, you authorize the Bank to use your business line of credit to make automatic advances to cover Debits posting at the end of the Business Day against an insufficient Available Balance in one or more designated eligible checking accounts. This service will not be used to authorize payment of transactions on the designated accounts during the day, such as ATM and debit card transactions. Advances can be made up to your available business line of credit limit or the Line Overdraft Protection Service daily limit, whichever is less. You agree and acknowledge that all advances from your business line of credit are subject to the terms and conditions that govern your loan. Line terms are determined in accordance with your loan documents.<sup>1</sup>

**How does Business Line Overdraft Protection Work:** Each time one or more Debits are presented for payment against an insufficient Available Balance in your designated eligible checking account(s) we will advance the exact amount needed to pay each Debit from the business line of credit plus a daily advance fee.

However, we will only make an automatic advance from your business line of credit if your available business line of credit will be enough to cover at least one entire Debit presented against the insufficient Available Balance in your checking account.

Also, Debits that cannot be covered by the combination of the Available Balance in your checking account and the available business line of credit will be returned unpaid. Our decision to pay or return the Debit will cause you to incur Overdraft Fees and may cause your checking account to remain overdrawn.

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<sup>1</sup> Subject to credit approval. Certain fees apply. Terms and conditions subject to change. Refer to your loan documents for full details.

If your checking account remains overdrawn and any funds are available on the business line of credit on a later date, we will advance funds from the line to fully cover or partially cover the overdraft and any Overdraft Fees. In this instance, we will not charge an advance fee.

Further service terms are contained in the Line Overdraft Protection Agreement and Disclosure.<sup>2</sup>

**What happens when you have multiple overdraft services:**

If you are enrolled in Business Line Overdraft Protection, then your checking account will not be eligible for Overdraft Coverage, Business Deposit Overdraft Transfer, or Business Overdraft Line of Credit.

## Overdraft Coverage

Our Overdraft Coverage serves as an accommodation, and is based on our sole discretion. Whether we authorize or pay a Debit presented against an insufficient Available Balance in your checking or money market account depends upon several factors, including your account-related behavior. For example, we typically do not authorize or pay such Debits if your checking or money market account is not in good standing or you are not making regular deposits. We may not authorize or pay Debits presented against an insufficient Available Balance in a new account for approximately 30 calendar days after the date of account opening.

Enrollment in Overdraft Coverage is not guaranteed. Further, you agree and acknowledge that we reserve the right not to pay a Debit presented against an insufficient Available Balance if your checking or money market account is not in good standing. Authorization or payment of a Debit presented against an insufficient Available Balance is always at our sole discretion. The dollar amount we may authorize or pay under Overdraft Coverage is subject to change daily without prior notice to you.

**What is Overdraft Coverage:** With this service, we may, at our sole discretion, pay checks, bill payments, ACH debits, ATM or debit card transactions, and other Debits when they are presented to us for payment or authorization and you do not have a sufficient Available Balance to cover the Debit.

**How does Overdraft Coverage work:** Each time a Debit is presented to us for payment or authorization and you do not have a sufficient Available Balance at the time, we will look to see if you have enrolled in Business Deposit Overdraft Transfer. Specifically, if you do not have Business Deposit Overdraft Transfer or the Business Deposit Overdraft Transfer Account is otherwise not available for use, then we will look to your Overdraft Coverage to

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<sup>2</sup> Subject to credit approval. Certain fees apply. Terms and conditions subject to change. Refer to the *Line Overdraft Protection Agreement and Disclosure* for full details.

decide whether we will pay the Debit presented for payment or authorization against the insufficient Available Balance in your checking or money market account. If you are enrolled in and still eligible for Overdraft Coverage, we may decide to pay the Debit. This will cause you to incur Overdraft Fees and will cause your checking or money market account to be overdrawn.

Your checking or money market account is automatically enrolled into Overdraft Coverage after approximately 30 calendar days after account opening. However, enrollment does not guarantee we will use Overdraft Coverage.

You may cancel Overdraft Coverage at any time by contacting us. If you cancel Overdraft Coverage and you do not have a sufficient Available Balance in your checking or money market account to cover a Debit, we will return the Debit and charge you an Overdraft Fee (see the applicable Fee Schedule). You may incur additional fees from the merchant or payee.

### ***What deposit accounts are not eligible for Overdraft***

**Coverage:** Checking accounts enrolled in Business Overdraft Line of Credit or Business Line Overdraft Transfer are not eligible for Overdraft Coverage.

Please see below, under the heading, “**Processing Order for Multiple Overdraft Services,**” for further information on how transfers or advances are processed when you have multiple overdraft services.

## **Processing Order for Multiple Overdraft Services**

Depending upon the Overdraft Protection Services and/or Overdraft Coverage linked to your deposit account, Debits presented for payment or authorization when your deposit account has an insufficient Available Balance will be covered first by Business Deposit Overdraft Transfer and then Business Cash Reserve Account or Overdraft Coverage as applicable.

## **Postdated Checks**

Postdated checks are checks you issue that are dated in the future, but are presented for payment prior to the date on the check. If a postdated check is presented for payment, we may pay the check and debit your account, even if before the date on the check.

### ***What is required to prevent a postdated check from***

**processing** – To stop payment on a postdated check, you must provide us with the following: the **exact** amount (dollars and cents), account number, check number, date of the check, and name of the payee. And you must provide this information in a time and manner that allows us a reasonable opportunity to act on it (e.g., in writing at a branch or through the Telephone Banking Service). You are responsible for instructing us to cancel the stop payment when you are ready to have the check paid.

***How we honor a written notice*** – If a check is presented to us prior to the date indicated on the stop payment (up to 6 months from the date of the stop payment or date

of the check, whichever is earlier), we will not pay the check and may return it marked “payment stopped,” “postdated,” or otherwise. After 6 months, a stop payment is no longer effective and must be renewed.

**What happens when you don’t provide accurate and timely information** – We may pay the check before the date stated on the check.

**About fees** – We may charge a Postdated Fee for each notice.

**If we pay a postdated check over a valid and timely stop payment** – If we recredit your account, you agree to assign to us all rights against the payee, and/or any other holder of your check, and you agree to cooperate with us in any legal action that we may take against such persons.

## Stale-Dated (Old) Checks

If a check is presented to us for payment more than 6 months after it is written/dated (a “stale-dated check”), we may pay or reject the check at our sole discretion, even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

Cashier’s checks must be cashed or deposited within 3 years of the date printed on the cashier’s check. The bank may not accept a cashier’s check for deposit if the date on the cashier’s check is older than 3 years.

## Stop Payments

Contact us or visit us online in order to initiate a stop payment request for a check. You agree to pay us a fee for each stop payment order you place. This section does not apply to cancellation of electronic transactions. Refer to the *Electronic Transaction Cancellations* section of this Account Agreement for information on cancelling electronic transactions.

We will send you a confirmation notice of your stop payment request. You must notify us immediately if it contains any errors; otherwise our records will be considered conclusive proof of the accuracy of the stop payment order.

**Paper Checks** – You may ask us to stop payment on a check. When you request a stop payment, you must provide us with the following: a) your account number; b) the check number; and c) the **exact** dollar amount of the check. We may also request the payee name or check date. If any of the required information is incomplete or incorrect, we will not be responsible for failing to act on the order. We must receive a stop payment order from you early enough to allow us reasonable time to act on it before your check is presented. A stop payment order becomes effective after we have verified that the check has not been paid and have processed your request. If you request a stop payment on a check that has been

previously paid, the stop payment order is void. We will research whether a check has been paid up to 90 days prior to your request. We are not responsible for any liability you may incur as a result of placing a stop payment order on a check regardless of when it was negotiated or paid.

Stop payments expire 6 months after the date we process the order. If you wish to reactivate an expired or released stop payment order, you must place a new order. If your account is on automated account analysis, the stop payment will automatically renew at 6-month intervals until you request its release. If a stop payment order expires or is canceled by you, we may pay the check if it is presented for payment, even though it may be stale-dated by that time.

We may process stop payment orders that cover a range of checks that are missing or stolen without you specifying the dollar amount. In this case, we may require you to close your account and open a new one.

You should be aware that anyone holding your check, including us, may be entitled to enforce payment against you despite the stop payment order.

If we pay your check over a valid stop payment order, we will credit your account for the amount of loss you prove has occurred or the face amount of the check, whichever is less. However, we must have a reasonable period of time to research the circumstances concerning any such check before crediting your account. Until such research is complete, we have no obligation to “provisionally” credit your account. You agree to assign to us all rights against the payee, and/or any other holder of your check, and agree to cooperate with us in any legal action that we may take against such persons.

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

## Sub-Accounts

**Why sub-accounts are created:** For regulatory reporting and reserve purposes, we divide checking accounts into 2 sub-accounts: a checking sub-account and a savings sub-account. At the beginning of the month, we allocate funds between the 2 sub-accounts as we deem appropriate. Items are

paid from the transaction sub-account. Funds are transferred from the savings sub-account to the transaction sub-account as needed to cover checks and other debit transactions. On the 6th transfer from the savings sub-account during a statement period, all of the funds from the savings sub-account will be transferred to the transaction sub-account.

Your access to your checking account occurs at the master account level, and your periodic statements will reflect transactions at the master account level, without reference to either sub-account. The master account and the sub-accounts are maintained on our books, but you do not have direct access to the sub-accounts. Except as provided in this paragraph, the provisions of this Account Agreement apply to your checking account as a whole.

If you have an interest-bearing checking account, the interest rate for your account applies to the Combined Balance of the sub-accounts, and a single interest rate will appear on periodic statements. We will use the Combined Balance of the sub-accounts to determine if your checking account qualifies for applicable fee waivers.

## **Substitute Checks**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks" (as defined in the Check Clearing for the 21st Century Act). These checks are similar in size to original paper 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.

**Substitute Checks** – A substitute check, in the legal requirement to the original check from which it was created, may be accepted for deposit only if the Item has been returned unpaid and is being redeposited. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such Item at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, and expenses (including attorney's fees), claims, actions, and proceedings that we incur as a result of such checks, including, without limitation, any indemnity or warranty claim that is made against us because a) the check fails to meet the requirements for legal equivalence; b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to promptly provide us with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated (that is, converted from physical to electronic form). We may convert original checks to substitute checks.

## Transaction Posting Order

Each Business Day, we post debit and credit transactions to your deposit account during our nightly batch process in the following order:

First, we post all credit transactions that we receive before the applicable cutoff hour.

Next, we post debit Adjustments, Union Bank fees, and Debits that we have previously authorized and are required to pay (such as ATM withdrawals, ATM and debit card transactions, legal orders, and chargebacks). Some fees will post with the affected transaction and not separately. Fees related to the balance in your deposit account will post at the end of the batch process. We will sort like transactions into separate groups and post transactions in each group in ascending order (lowest to highest) by amount.

Finally, we post all the remaining Debit transactions in descending order (highest to lowest) by amount. These transactions include checks, bill payments, one-time and recurring transfers from your deposit account to another deposit account or Union Bank loan account, electronic debits (such as ACH), and any remaining fees that have not posted (such as a monthly service charge and other fees that are based on your ending Ledger Balance).

**Please Note:** Our transaction posting order may affect the number of Overdraft Fees assessed when there is an insufficient Available Balance in your deposit account to cover all Debits processed on a given Business Day.

## What We Do If Overdrafts Occur

If an Overdraft occurs, we can exercise our discretion to pay the Debit or return the Debit unpaid. If we return the Debit unpaid, the amount of the Debit will be credited to your account the following Business Day.

## When We Charge Overdraft Fees

**Overdraft Fee (Overdraft Item Paid or Overdraft Item Returned Fees)** – We may charge Overdraft Fees when Debits are presented against an insufficient ending Available Balance (up to the daily maximum), whether we pay or return a Debit. We may assess this fee for each Debit we pay or return when your ending Available Balance is overdrawn by \$5 or more at the end of overnight processing. For the purpose of charging Overdraft Fees, we consider the “ending” Available Balance as your Ledger Balance minus your pending Debit transactions that are known to us, such as debit card purchases.

**Continued Overdraft Fee** – Depending on your applicable Fee Schedule, if you overdraw your deposit account and fail to deposit enough funds to fully cover any overdraft amount by the 7th consecutive calendar day that your deposit account has been overdrawn, we will charge you a Continued Overdraft Fee. For this

purpose, the 1st day is the day the overdraft occurred. Starting on the 7th calendar day, we will charge this fee for each Business Day that the account remains overdrawn for up to 5 Business Days.

For further information on Overdraft Fees, please see the applicable *Fee Schedule*.

## **Your Obligation to Cover Overdrafts**

In the event your deposit account is overdrawn, you agree to pay the amount of the overdraft promptly, without notice or demand from us. Also, you agree that each account Owner is jointly and severally responsible for paying any overdrafts created by an Owner or Authorized Signer(s) or party to the account, whether or not the Owner participates in the transaction or benefits from its proceeds.

You agree and acknowledge that our decision to pay one or more Debit transactions presented against an insufficient Available Balance in your deposit account which will result in an overdraft in no way obligates us to continue the practice at a later time. Also, you agree and acknowledge that we can discontinue the practice at any time without cause or notice to you.

Further, you agree that we may use subsequent deposits and other credits to the account, including, without limitation, deposits of state and federal benefit payments, such as deposits of government, welfare, retirement, and Social Security benefits, to cover any overdraft existing in your deposit account, to the fullest extent permitted by law.

## **FRAUD DETECTION, DETERRENCE, AND SAFEGUARDING YOUR ACCOUNT**

There are precautions that you can and should take to decrease the risk of unauthorized transactions from your account(s). Such precautions include, without limitation:

- Safeguarding and not disclosing to third parties information about your account, such as your account number(s).
- Safeguarding materials and information that can be used to access your account, including, but not limited to, your checkbook; blank or unused checks and deposit slips; electronic access devices, including Deposit Cards, ATM Cards, and Debit Cards; personal identification numbers (PINs); security tokens; and any passwords or other access-related information, to prevent them from being misused by an unauthorized party.
- Calling us immediately if you suspect any problem with your account or if your account, card, PIN, other access code, or other service might be compromised in any way.
- Placing stop payments immediately on your unused checks if lost, stolen, or misplaced.
- Reviewing carefully your checkbook and unused checks for unauthorized activity if you suspect that any of these Items may have been stolen or tampered with, or if you are the victim of theft or your property is burglarized.



- Keeping accurate records of your transactions.
- Promptly and carefully reviewing your statements for unauthorized activity or missing deposits.
- Closing your account immediately upon discovery of any known or suspected unauthorized activity. When you report missing, stolen, or unauthorized checks, we may recommend that any account(s) that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, you agree that we shall not be liable to you for subsequent losses on the account due to unauthorized activity, and you agree to indemnify us for any losses we incur as well.
- Maintaining close control over your facsimile signature devices to immediately detect any unauthorized use of those devices.
- Issuing any checks with care to avoid alterations or forgeries. Precautions include, without limitation, using a dark-colored permanent ink to write out your checks, making sure the numeric and written amounts match and are readable, and making sure there are no blank or open spaces in the body of the instrument where words or figures are to be inserted.
- Segregating employee duties whenever possible. For instance, payables personnel should not be responsible for reconciling bank accounts.

In addition, we make available to you certain products and services designed to detect and/or deter fraud. While no product or service can provide complete protection from all potential sources of risk or fraud, we believe that using available fraud protection products in conjunction with appropriate internal controls within your operation can reduce the likelihood of fraud on your account. Such products include, without limitation:

- **Positive Pay Services (Positive Pay, Basic Positive Pay, Reverse Positive Pay, and Basic Reverse Positive Pay)** – provides early fraud detection and prevention when issuing checks on an account, and allows you to block payment of unauthorized checks.
- **ACH Block** – The ACH Block service allows you to restrict the posting of all ACH transactions, debits, credits, or both. We will return, unprocessed, all ACH Transactions, debits, credits, or both, presented against your account.
- **Electronic Payment Authorization (EPA) ACH Positive Pay** – The EPA service allows you to filter the posting of ACH Transactions to your account. We will return, unprocessed, ACH Transactions presented against your account that do not match the parameters you provided. You will be responsible for adding EPA/ACH Positive pay filters through the ACH Exchange online system.
- **Universal Payment Identification Code or UPIC** – is an account feature that is a permanent and secure account identifier that you can freely distribute to encourage the receipt of electronic payments to your account. The UPIC number should only be used for incoming electronic credits of ACH entries.

- **Information Reporting** – enables review of all transactions posted to your account daily.
- **View Image** – allows you to view images of paid checks.

You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstance, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit, or other fraudulent item that such product, service, or precaution was designed to deter or detect, and we will not be liable for paying such items.

Additional security measures include:

### **Checks**

- Write checks in dark ink and fill in all lines completely. Make sure all numbers begin at the far left of the line.
- Do not keep blank checks with bank statements and paid checks.
- Do not give anyone a pre-signed check (a check signed by the maker but with the amount and/or payee designation blank) or allow someone else to sign your name on a check.
- Only use checks ordered through Union Bank.
- Do not include your driver's license, tax identification, or Social Security number on a check unless you believe it is necessary and you are directly providing the check to a trusted person.

### **Online**

- Do not share your user ID, PIN, or password with anyone.
- Closely scrutinize employee entitlements. Allow access to only those services necessary to perform the job.
- Use security tokens for online sign-on. You can obtain these tokens from us. Report lost or stolen tokens to us immediately.
- Use IP address restrictions. This will restrict online access to your bank information based on IP addresses you provide us.
- Use dual control for making online payments such as wires and ACH, where possible.
- Check your account balance and transactions regularly, and check your notifications as applicable.
- Avoid using public or shared computers to access Online Banking services.
- Set up dedicated computers and use them for online banking only. Keep the computers in a secure location and limit access.
- Install a reputable vendor security software suite that includes firewall security, anti-virus, anti-spyware, and malware and adware detection, and keep it up to date. Run periodic scans.
- Routinely install all new operating system and browser software and hardware patches, or use the automatic update feature when available.
- Routinely install all patches and updates for software applications (e.g., operating systems, browsers, etc.).
- Educate employees on good cyber security practices.
- Do not open any attachments or click any link in an email requesting your account information. *We do not request*

*information about you or your accounts by email.* If you receive such an email request, call us immediately.

- Use our secure message system when sending confidential information, such as account numbers or financial data, to Bank staff.
- Tell your employees not to open email or attachments from unknown senders.
- Periodically engage a security expert to test your network or run security software that will help close known vulnerabilities.

### **Deposit Cards, ATM Cards, and Debit Cards**

ATMs are convenient and provide many of the banking services you need. To ensure your safety when using an ATM, remember the following:

- When entering your PIN at an ATM or in a public place, cover the PIN pad while entering the number.
- Never disclose your PIN to anyone, including Bank employees, merchants, government officials, or law enforcement.
- When selecting or changing a PIN, do not use any number or word that appears in your wallet (e.g., birth date, address, phone number, or Social Security number).
- Memorize your PIN; do not write it down or carry it with you.

### **ATM and Night Depository Safety**

- Be aware of your surroundings, particularly at night.
- Park nearby, in a well-lighted area.
- Look around. If you notice anything or anyone suspicious, use another ATM or come back later.
- Stand in a position so the person behind you cannot see you enter your PIN.
- Ensure Items have been fully accepted into the ATM or night depository.
- Always take your receipt with you to keep your account information confidential.
- Do not accept offers of help from anyone you do not know. If you have a problem or question, contact your branch.
- Make sure the passenger windows in your vehicle are closed and your doors are locked when you are using a drive-up ATM or night depository.
- Do not display your cash. Pocket it and count it later in the safety of your car, office, or home.

### **Mail**

- Deposit mail only in a locked U.S. Postal Service mailbox. Do not leave outgoing mail for pickup from your home or an unsecured area at your work.
- Pick up your mail as soon as possible each day and promptly pick up any statements or other mail held for you at one of our branches.
- Call or otherwise contact us immediately if you do not receive communications from us as expected.

## **COMMERCIAL CASH SERVICES**

Our Commercial Cash Services allow you to place orders for coin or currency from our cash vaults, and to make cash and check deposits at our processing centers. To do this, you must enter into a separate contract with an armored carrier service acceptable to us. Refer to the *Transportation* section of the *Deposits* section and procedures described in the *Deposit Delivery Handbook*.

With our consent, you may arrange for a local branch to provide currency or coin for subsequent transport by you, your employees, Authorized Signers, or an armored carrier. Special currency or coin order procedures and requirements may be specified by the branch that fulfills the order. We will require reasonable advance notice for all branch-fulfilled coin and currency requests.

We will determine and assign to you a new relationship cash order limit. If the total amount of coin and currency orders for all of your locations exceeds this limit, we will have no obligation to ship any amount in excess of this limit, and we may determine, in our sole discretion, which of your locations will receive delivery of that portion of that order that does not exceed such limit. You may select a separate cash order limit for each of your locations. We reserve the right not to ship coin and currency orders exceeding a location's cash order limit without your express prior instructions to do so on each occasion. You may authorize us to ship all orders and disregard location cash order limits, provided, however, that we will have no obligation to ship to your locations any amount in excess of your relationship cash order limit.

## **BSA/CTR/OFAC Compliance for Financial Institution Clients**

You are responsible for filing all reports as required by the Bank Secrecy Act, including, but not limited to, Currency Transaction Reports and Report of International Transportation of Cash or Monetary Instruments, with the Financial Crimes Enforcement Network ("FinCEN") of the United States Department of the Treasury (the "Treasury") for transactions with your customers.

Your policies and procedures must be able to identify suspicious cash transactions or activities, including the structuring of transactions to avoid reporting requirements. You will file Suspicious Activity Reports with FinCEN for such suspicious cash transactions or activities.

You further agree to abide by all economic and trade sanctions administered and enforced by the Office of Foreign Asset Control ("OFAC") of the Treasury.

You represent and warrant, for each Money Service Business ("MSB"), as defined by federal regulation and for which you provide cash, that it:

- Is properly licensed with each state that has a licensing requirement to transact business in that state
- Is registered with the Treasury
- Maintains an Anti-Money Laundering and Bank Secrecy Act compliance program

## **Order and Delivery of Coin and Currency**

We may charge your account for the amount of each order placed. A copy of the order will be forwarded with each cash shipment. You agree to inspect all cash shipments prior to accepting them from the armored carrier by examining the bag and bag seal for integrity and condition. You also agree to refuse damaged or torn shipping bags or bags with loose or missing seals, as well as to visually verify the shipment strap count through the shipping bag before you accept it from the armored carrier. You must, within 24 hours after your acceptance and before you use any of its contents, open and piece-count the bag, in dual custody and/or under surveillance, to verify the order.

You must, within 5 Business Days of the receipt of the cash order, report to us in writing any discrepancy between the amount you verify and the amount we have charged your account (the "Difference"). Each report of a Difference must be accompanied by the strap in which the Difference occurred, the shrink-wrap packaging around the strap and, if possible, the shipping bag and bag shipping seal.

Each Difference of \$50 or more must be reported to us immediately by telephone, followed by written notice in the manner described above.

You authorize us to debit your account for any cash order overage and credit the account for any cash order shortage.

You agree that we may charge your account for the amount of each order placed and any applicable fees. A copy of the cash order receipt will be included with each cash shipment detailing denomination, cash order number, and customer information.

We shall be protected in acting on any verbal or written batch file and web portal request believed in good faith to be genuine and to have been made by you or your authorized agents.

You assume all risk and liability associated with the pickup, transport, and delivery of currency and coin by your contracted armored carrier. The carrier is not our agent. We are not responsible for any losses associated with the transport of the currency and coin to your location. You further agree to notify us in writing of any change in location, standing orders, account numbers, or armored carrier.

## **InstaTax®**

InstaTax is designed to enable its users to initiate federal and state tax deposits via the web or telephone. The service allows electronic payments of federal taxes via the Internal Revenue

Service Electronic Tax Payments Service and certain state electronic tax payment services. We will issue you a confidential access code, PIN, and/or other security procedure to use this service.

### **Federal Tax Deposits**

We will debit your account on the Business Day you initiate instructions for a tax payment. We will then make the tax deposit on your behalf on the tax due date, except that Federal tax types 720, CT-1, and 1042 will be remitted on the 2nd Business Day after the Business Day you initiate the tax payment.

### **State Tax Deposits**

We will debit your account on the Business Day you initiate instructions for the tax payment. We will make the tax deposit on your behalf on the 2nd Business Day after the Business Day you initiate the tax payment.

### **Other Terms and Conditions**

**Your Instructions** – You will furnish us with all required data, authorizations, and tax identification numbers. You assume the risk of failure of telephone or other communications facilities to transmit the data to us accurately or in time for us to perform the service.

**Business Day of Receipt** – Instructions received after the close of the Business Day will be deemed received the next Business Day.

**Payment for Services** – You authorize us to debit your account for the tax deposits, and our fees and charges to cover the tax deposits. If your account does not have sufficient funds, we will have no obligation to perform the service.

Interruption of the service due to causes beyond our reasonable control shall not relieve you of your obligation to make any tax deposit, and we shall not be responsible for any liability you may incur as a result of your failure to make any required tax payment by other means in the event of such interruption.

**Limitation of Liability** – Our liability, if any, shall be limited to the amount of penalty imposed on you by government taxing authorities for failing to make a tax deposit due to our sole error.

**Charge to Bank Account and Cancellation** – Funds that have been debited from your account for tax payments will not earn interest or earnings credit. You may cancel a tax deposit prior to the time we remit the deposit to a tax agency if you give us notice of cancellation in sufficient time to afford us a reasonable opportunity to act.

Tax liabilities and due dates will be calculated only on tax payments made through the InstaTax service and will not include tax payments initiated by any other means, such as wire transfers or tax coupons. If you make a tax deposit by means other than the InstaTax service, we will not be liable for any penalty and/or interest charges that may arise because tax payments are not aggregated during the tax reporting period, resulting in calculation of an erroneous tax due date.

**Lapse of Access Code** – We may terminate the service by giving you prior written notice. If an access code has not been used for 6 months, the access code will be automatically deleted from the InstaTax system without notice to you. You will not be able to initiate tax payments using that access code.

## **ELECTRONIC BANKING SERVICES**

The following terms and conditions apply to all electronic banking services to or from business accounts. These services generally include transfers made using your Union Bank Business Deposit ATM Card (“Deposit Card”), Savings and Business Full Service ATM Card (“ATM Card”), or Union Bank Debit Mastercard BusinessCard (“Debit Card”), ACH, or Online Banking. The Electronic Fund Transfer Act or Regulation E does not apply to business accounts.

### **Automated Clearing House (ACH) Services**

ACH is a method of processing electronic transactions to and from your bank accounts. ACH transactions refer to ACH debits, ACH credits, or both ACH debit and credit transactions (“ACH Transactions”).

**Applicable Law Regarding ACH Transfers** – You agree that each ACH Transaction on your account is subject to the National Automated Clearing House Association (NACHA) Rules and any local ACH rules, as these may be amended from time to time. You agree that we may rely on the representations and warranties contained in these NACHA Rules, and may either debit or credit your account as instructed by the originator of the ACH Transaction. ACH entries originated or received on your behalf may be transmitted through one or more clearing houses. Your rights and obligations regarding these transfers are governed by applicable law.

### **ACH Provisional Payment** –

When an ACH transfer is made, credit for the transfer is provisional (temporary and subject to reversal) until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not considered to have made payment to the payee, and the payee’s bank is entitled to a refund of the provisional credit.

If we give you provisional credit for an ACH transfer but do not receive final payment, we may charge your account for the amount of the credit.

### **Higher Risk ACH Originators and Activities –**

Banking regulators and NACHA consider Third Party Payment Processors and Third-Party Senders as higher risk ACH originators. Additionally, such regulators and NACHA consider certain transaction types as higher risk ACH activities. If we classify you or your transactions higher risk, you agree to supply us with such additional information related to you and your ACH activities as we may request. When appropriate, the Bank will register you with NACHA as a Third-Party Sender in accordance with the NACHA Rules.

Before initiating payment with standard entry class (SEC) codes of Internet-Initiated Entries (WEB), Telephone-Initiated Entries (TEL), or/and International ACH Transactions (IAT), you must follow the NACHA Rules associated with these payment types. You also agree to properly manage the use of our services, including maintaining ACH returns within the NACHA Rules.

### **Notice of Incoming Transfer –**

We are not required to give you a separate notice of our receipt of an ACH transfer. You will receive notice of the transfer on your next regular periodic statement.

To verify that a transfer has occurred, you may contact your local branch, Retail Customer Service, or use Online Banking.

### **Automatic Transfer Service**

The Automatic Transfer Service allows you to establish recurring transfers on a fixed daily, weekly, monthly, or quarterly schedule between your Union Bank checking, money market, savings account, and IRA account. Recurring transfers can be set up through Online Banking for Small Business, Telephone Banking Services (refer to the *Telephone Banking* subsection of this Account Agreement), or a Union Bank branch (restrictions may apply). If the date of the transfer is not a Business Day, the transfer will be made on the following Business Day. These transfers are not considered direct deposits.

Changes in or cancellations of recurring transfers established through Online Banking for Small Business must be made through Online Banking for Small Business. Changes in or cancellation of recurring transfers established through Telephone Banking can be made through Telephone Banking or a branch. Changes in or cancellations of recurring transfers established at a branch must be made through the branch by completing a form.

You are responsible for ensuring there is a sufficient Available Balance in the account being debited on the date of the transfer. If there is an insufficient Available Balance, the transfer will be subject to Overdraft fees or Overdraft Protection transfer or advance fees, as applicable.



Transaction limitations apply to savings and money market accounts. Refer to the *Savings and Money Market Accounts—General Information* section, *Transaction Limitation for Savings and Money Market Accounts* section, of this Account Agreement.

## **Deposit Card, ATM Card, and Debit Card Services**

The Deposit Card, ATM Card, and Debit Card are the property of Union Bank. We establish card usage limits and will communicate those limits to you. We also reserve the right to discontinue the privileges associated with your Deposit Card (may not be available for all account types), ATM Card, or Debit Card at any time without prior notice. If you no longer wish to use your Deposit Card, ATM Card, or Debit Card, notify us immediately and destroy any existing cards.

For Union Bank transactions, you may link up to 9 accounts in addition to your primary checking account to your Deposit Card, ATM Card, and/or Debit Card. These 9 accounts may be checking, savings, or money market accounts. If you are a sole proprietor and only have savings accounts, you may link up to 9 additional savings accounts to a savings ATM Card. There may be limitations on the number and types of transfers from some of these accounts. Refer to your specific account type for a description of any transfer limitations.

**ATM Card** – An ATM Card is generally available to any customer who has a checking, savings, or money market account, and can be used at most ATMs worldwide. If your ATM Card is linked to a checking or money market account, you may make point-of-sale purchases at participating merchants. The amount of your purchase is subtracted from your designated primary account. Point-of-sale purchases cannot be made if your ATM Card is linked only to a savings account.

**Deposit Card** – You can authorize another person to make deposits to a linked business checking, savings, or money market account by using a Deposit Card. It cannot be used to make ATM withdrawals, balance inquiries, transfers, or point-of-sale transactions. This card can be used only at Union Bank ATMs.

**ATMs** – With your ATM Card and PIN, you can conduct the following types of transactions at Union Bank ATMs:

- Withdraw cash: Your withdrawals (or purchases at participating merchants) may be limited to the lesser of your daily ATM Card limit or your Available Balance.
- Make balance inquiries.
- Transfer funds between your designated Union Bank primary checking, savings, and money market accounts.

Generally, we do not charge you a fee when you access your Union Bank account at a Union Bank ATM. We may charge you a fee when you access your Union Bank account at a non-Union Bank ATM. If you use a non-Union Bank ATM, you

may also be imposed a surcharge by the operator of that ATM. If you are assessed a surcharge, that fee will be disclosed on the ATM screen.

When you use your ATM Card at a non-Union Bank ATM, you will have access to your designated primary checking, savings, or money market accounts. At some locations outside of the United States, you may not be able to access your savings or money market account(s) or perform certain other transactions.

**Union Bank ATMs** – In addition, if you use a Union Bank ATM, you can generally:

- Deposit currency or checks to any of your Union Bank accounts that are linked to your card. Deposits cannot be made at certain locations; such locations are clearly marked.
- Transfer funds between any accounts linked to your card.

Our ATM service is available 7 days a week, 24 hours a day, although access and services may be limited at some locations and during certain time periods.

**Debit Card** – A Debit Card has all the features of an ATM Card and can also be used for purchases everywhere Mastercard® debit cards are accepted. Your Debit Card must be activated before you can use it. Activation instructions will be mailed with the Debit Card.

When using your Debit Card to make a purchase, a merchant may ask you to sign a receipt or enter your PIN. Some merchants may not require you to do either. You also may be asked to provide personal identification or other information from your card.

All Debit Card purchases are deducted from your designated primary account. Debit Card purchases may be limited to the lesser of your Debit Card's daily limit or your Available Balance. Your purchases may be limited to \$350 if your balance cannot be verified. Merchants may charge a fee, which will be displayed separately and added to the purchase amount before the transaction is sent to us and deducted from your account.

We offer Mastercard® SecureCode as added security protection when making purchases through the internet. This service adds an extra layer of security at the point where you enter debit card information online and helps prevent unauthorized online use before it happens.

After you enter your card number and submit your order a processing window will appear. Based on several factors about that transaction you may or may not be asked to verify additional information to complete the transaction.

**ATM Card or Debit Card Transaction Holds** – When you use your ATM Card or Debit Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance. When we do, we commit to paying the merchant and may immediately place a temporary hold on your account

for the amount requested by the merchant. Therefore, you should ensure that you have a sufficient Available Balance in your account before making a transaction. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes.

If a merchant makes an error or fails to notify us that a transaction has been canceled and you incur insufficient funds or overdraft charges as a result, please contact us.

**Transactions Outside of the U.S.** – If you use your ATM Card or Debit Card to conduct a transaction 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 (this rate may be different from the rate that Mastercard 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.

A foreign purchase fee equal to 2% of the transaction amount (including credits and reversals) may be imposed for each transaction you conduct outside of the 50 United States, even if the transaction is conducted in U.S. dollars.

**Mastercard Limitation of Liability of Cardholders for Unauthorized Use** – If there is an unauthorized transaction involving a Debit Card that has been issued under the Mastercard small business program, then your liability for an unauthorized transaction may be limited. Specifically, under Mastercard’s limitation of liability of cardholders for unauthorized use rules (“Mastercard Zero Liability Protection”) for small business programs, your liability will be \$0 for an unauthorized transaction, including a PIN-based transaction at a point-of-sale terminal or ATM, conducted with a Mastercard branded card, meaning the Mastercard logo is on the front of the card. However, the Mastercard Zero Liability Protection only applies so long as you have exercised reasonable care in safeguarding the card from risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft of the card to us. Also, the Mastercard Zero Liability Protection applies to domestic debit cards issued to natural persons, either for consumer or business purposes if the card is a “small business” debit card described on Mastercard’s website. The Mastercard Zero Liability Protection is based on the Mastercard rules as they may be amended from time to time. We reserve the right to apply the Mastercard Zero Liability Protection as in effect at the time you make your claim for unauthorized use unless prohibited by applicable law. For further information about Mastercard Zero Liability Protection, please visit [www.mastercard.us/small-business/index.html](http://www.mastercard.us/small-business/index.html).

## Documentation of Transfers

- **ATM Transactions** – You will generally be issued a receipt when you use an ATM. At some ATMs, you will be given the choice of having a receipt printed. If a receipt is unavailable, you will be notified prior to completing your transaction and will be given the option to cancel it.
- **Express kiosks** – You will generally be issued a receipt when you use an Express kiosk. At the Express kiosk, you will be given the choice of having a receipt printed or emailed to your email address on file. If a receipt is unavailable, you will be notified prior to completing your transaction.
- **Point-of-Sale Transactions** – You will usually be issued a receipt when making a purchase using your ATM Card or Debit Card. For smaller purchase transactions, you may not be issued a receipt automatically; however, you may request one. If you want a receipt and the merchant is unable to provide one, you may cancel your transaction.
- **Periodic Statements** – We will make account statements available to you as required by law or upon request. In any case, you will get a statement at least quarterly, unless your account is inactive or in default. For electronic funds transfers made between Union Bank accounts, the periodic statement will document the account number of both debited and credited accounts.
- **Electronic Check Conversions** – After a merchant scans a check you use for an electronic check conversion, the merchant should mark the check “void” and return it to you.

## Electronic Funds Transfers Initiated by Third Parties

You may authorize a third party to initiate electronic fund transfers between your account and a third party’s account. These transfers to make or receive payment may be a one-time occurrence or may be recurring. These transfers may use the Automated Clearing House or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your account information. The merchant does not need your written consent. Examples of these transfers include:

**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 paper check to pay for purchases or pay bills.

**Electronic Returned Check Charge** – You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

## Electronic Transaction Cancellations

**Right to Stop Payment and Procedure for Doing So** – If you have told us in advance to make recurring payments out of your account, you can cancel any of these payments. Here's how: Call us or write us in time for us to receive your request 3 Business Days or more before your payment is scheduled to be made. Refer to the *Communication with Us* section at the beginning of this Account Agreement for information about how to contact us. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. ACH stop payment orders are valid either until the account holder requests the removal of the order or until after the identified electronic transaction has been returned. We will charge you a fee for each transaction cancellation request.

**Cancelling Preauthorized Debits/ACH** – If you have authorized a company (or us) to charge your account electronically to make one or more payments, you can cancel the payment(s) by contacting us or visiting our website. We must receive your request to cancel such a payment at least 3 Business Days before the date the payment is scheduled to be made.

We must have all of the following information before we can cancel your payment request:

- Your account number
- The exact amount of the ACH transaction
- The payee or company initiating the ACH transaction
- The reason for cancelling payment
- The check number (applicable only for check entries that are collected electronically via the ACH)

You may cancel an ACH payment under the following circumstances:

- **Cancelling One Authorized Payment** – Contact us if you would like to cancel only the next ACH transaction from a company, but still want all future transactions to be charged to your account. The cancellation request will be automatically removed after the next ACH transaction from the company is returned. If your account is still debited, contact us to file a claim.
- **Cancelling Authorized Recurring Payments** – Contact us if you previously authorized a company to debit your account but have now revoked that authorization. We may require you to complete any necessary forms within 14 days, including a Written Statement of Unauthorized Debit. This cancellation is valid for one year from the date placed. If your account is still debited, contact us to file a claim.
- **Cancelling an Unauthorized or Erroneous ACH Payment** – Contact us if you have received an unauthorized or erroneous ACH debit entry and want to prevent any future debits from posting to the account. We may require you to complete any necessary forms, including a Written Statement of Unauthorized Debit. This cancellation is valid for one year from the date placed. If your account is still debited, contact us to file a claim.

We may require you to give us a copy of your written instructions to the company revoking its authority to debit your account. If you do not provide the copy within 14 days after you contact us, we will block the company from debiting your account for the 14-day period, but we may honor any debits the company may send us thereafter. We are not responsible for any loss you may incur as a result of your failure to timely provide the requested documentation and our subsequent honoring of previously authorized payments.

***Cancelling a Recurring Debit Authorized with a Debit Card*** –

If you wish to cancel a recurring debit you authorized with a Debit Card, contact us in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. We may ask that you first contact the payee (the merchant or other creditor to whom the payments are made) and cancel the authorization before your account is debited.

***Cancelling Bill Payments*** – Bill payments you request through Online Banking can be canceled at any time before the Business Day the transaction is scheduled to take place or before 11:45 p.m. (Pacific Time) on the Business Day the transaction is scheduled to take place. Once processed, a transaction cannot be canceled.

## **Express Banking**

The Express Banking service is offered through one or more kiosks at certain branches. The Express kiosks can be accessed through the use of your ATM Card or Debit Card or with the assistance of a Union Bank Banker (upon proper identification).

You agree and acknowledge that when you use your ATM Card or Debit Card to access or use the Express kiosks, the terms and conditions of your ATM Card or Debit Card will continue to govern your ATM Card or Debit Card. Further, you agree and acknowledge that any person authorized to make withdrawals from your account may make withdrawals at one or more Express kiosks and that the authentication methods we use for in-person transactions at an Express kiosk are commercially reasonable security procedures.

The Express kiosks allow you to:

- Receive deposit account information
- Make transfers between your checking, savings, or money market accounts
- Withdraw cash from your checking, savings, or money market accounts
- Make deposits into your checking, savings, or money market accounts, including receiving cash back
- Exchange currency (U.S. currency exchanged for different denominations of U.S. currency)
- Engage in other transactions and services as available

## **In Case of Errors or Questions about Your Electronic Transfers**

**Telephone or write us as soon as you can** if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Refer to the *Communication with Us* section at the beginning of this Account Agreement for information about how to contact us.

We will need all of the following information:

- Your name
- Your account number
- The date, type, and dollar amount of the transaction or suspected error
- Your ATM Card or Debit Card number, if applicable
- A description of the problem
- A clear explanation of why you think there is an error or why you need more information about the transaction
- Upon request, a Written Statement of Unauthorized Debit

We must hear from you no later than 30 days after we mail, deliver, or otherwise make available to you the first statement on which the error or problem appears. If you do not notify us within 30 days after the first statement that shows these transactions was mailed, delivered, or otherwise made available to you, the account balance indicated on your statement will be conclusively considered correct, and we will have no further responsibility or liability to you with respect to such statement and the electronic transactions reflected therein. If you notify us by phone or in person, we may require that you send us your complaint or question in writing.

These procedures do not apply to disputes with a merchant about the quality or delivery of goods or services you authorized and/or purchased using your ATM Card, Debit Card, electronic check, or other electronic transaction. You must settle the dispute directly with the merchant.

## **Limitation on Transfers**

- We may limit the amount of cash withdrawals or point-of-sale purchases made with your ATM Card or Debit Card to the lesser of your daily ATM Card or Debit Card limit or your Available Balance.
- Certain transfers, payments/purchases, or withdrawals from savings or money market accounts are limited to 6 transfers each monthly statement period (money market accounts) or calendar month (savings accounts or money market accounts if statement was requested to be on a specific day). Refer to the *Transaction Limitation for Savings and Money Market Accounts* subsection of the *Savings and Money Market Accounts—General Information* section of this Account Agreement.
- We may limit the daily or cumulative amount that may be transferred through Telephone Banking or online. We may vary these limits without prior notice to you.

- For security reasons, we may limit the number or amount of transactions at our terminals or point-of-sale locations, or through our Online Banking, Telephone Banking, or other electronic service.
- We may delay or reject an electronic payment or transfer if we suspect that you did not authorize it.

We will not be responsible for any liability or fees you may incur if we delay or reject your transaction because we receive transfer instructions that exceed the above limitations that we delay or reject.

## **Lost or Stolen Card or Unauthorized Transaction**

Notify us immediately if your Deposit Card, ATM Card, Debit Card, PIN, or other access code has been lost or stolen, or used without your permission. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account plus your maximum Business Cash Reserve line of credit. Refer to the *Communication with Us* section at the beginning of this Account Agreement for information about how to contact us.

## **Our Liability for Electronic Banking Transactions**

Electronic transfers made from any business account are not subject to the Electronic Fund Transfer Act, Regulation E, or the error resolution provisions set forth therein.

## **Preauthorized Transfers**

**Preauthorized Credits** – You can arrange for direct deposits to your checking or savings account(s). You will not receive a separate deposit receipt or notice from us.

**Preauthorized Payments** – You can arrange to pay certain recurring bills from your checking or savings account(s).

You acknowledge and agree that an ACH Transaction may be posted by the account number, even if the name and account number are not consistent and identify different parties.

## **Telephone Banking**

Telephone Banking Services –  
 Contact Phone Number: 1-800-238-4486  
 For Hearing Impaired: 1-800-826-7345

Telephone Banking automated services are available 24 hours a day, 7 days a week. For a Bank representative, you can contact us Monday through Friday, from 7:00 a.m. to 9:00 p.m., and Saturday, from 8:00 a.m. to 5:00 p.m. (Pacific Time), except for federal holidays.

*What our automated services allow you to do:*

- Receive account information
- Transfer funds
- Place stop payments



- Order checks
- Notify us of a change of address
- Activate your Debit Card
- Report or replace a lost or stolen ATM Card or Debit Card
- Change your card or Telephone Banking PIN
- Inquire about loan balances and obtain payoff information
- Order copies of checks, deposits, and statements

**Cutoff time for requests:** Telephone Banking transfer requests made before midnight (Pacific Time) on a Business Day will be processed on the same day. Any transfer requests made after midnight (Pacific Time) or on a non-Business Day will be processed on the next Business Day.

Access to Telephone Banking may not be available during system maintenance (typically between 2:00 a.m. and 4:00 a.m., Pacific Time), or due to circumstances beyond our reasonable control, such as fire, earthquake, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or natural disaster. We are not responsible for any loss or delay you may experience as a result of the unavailability of Telephone Banking.

You may use either your account number or an access number (usually the last 8 digits of your ATM Card or Debit Card) followed by your 4-digit PIN to access our automated services. Access to Telephone Banking is limited to an individual and based on his or her PIN.

**Telephone Transfers** – You may request transfers to or from your Union Bank accounts by telephone at any time through our Telephone Banking services, and you may set up recurring transfers from any Union Bank account that you own. You may also make transfers to or from your accounts at other domestic financial institutions.

Telephone transfers can be made from one account to another when the caller is an Owner and/or Authorized Signer on both accounts. If you need to transfer funds to a third-party bank account or between accounts with different signature requirements, you may be required to execute the Telephone Banking Enrollment Form. The form is available on [unionbank.com](http://unionbank.com) or at your local branch.

Transferred funds may be made available immediately.

**How to cancel transfer requests:** Union Bank loan payments or transfers made through Telephone Banking can be canceled at any time before the Business Day the transaction is scheduled to take place or before midnight (Pacific Time) on the Business Day the transaction is scheduled to take place.

**Telephone Banking Limitations:** The aggregate dollar amount of funds transfers by means of our Telephone Banking service to accounts you do not own at Union Bank or to other financial institutions may not exceed a cumulative total of \$5,000 per Business Day. For security reasons, we may limit the number

or amount of transactions through the service. We also may delay or reject a transfer if we suspect that you did not authorize it.

**Telephone Banking Help:** For services not listed above, you may speak to a Bank representative. If you have questions regarding Telephone Banking, contact us by mail or phone at the address and number listed in the *Communication with US* section of this Account Agreement. If you send us a written request regarding a scheduled Telephone transfer request, it must reach us at least 3 Business Days before the transaction or payment is scheduled.

Please let us know if you are an active duty service member, as you and your dependents may have additional protections and/or benefits.

## **Your Liability for Unauthorized Electronic Funds Transfers**

By giving your ATM Card, Debit Card, PIN, or other access code to another person directly or indirectly, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the ATM Card, Debit Card, PIN, or other access code, until you notify us to cancel your card and issue you a new card, or cancel your electronic service.

If your statement shows transfers, withdrawals, purchases, or other transactions that you did not make, notify us at once. If you do not notify us within 30 days after the first statement that shows these transactions was mailed, delivered, or otherwise made available to you, the account balance indicated on your statement will be conclusively considered correct, and we will have no further responsibility or liability to you with respect to such statement and the electronic transactions reflected therein.

## **WIRE TRANSFERS**

Funds transfers by wire are governed by the Uniform Commercial Code as adopted in the applicable state, and are *not* subject to the Electronic Fund Transfer Act or Regulation E. The following rules also apply to wire transfers that you send or receive.

### **General**

**Bank Fees** – You agree that we may charge fees for sending or receiving a funds transfer. You acknowledge and agree that we may deduct fees from your account or from the amount of the transfer. You further acknowledge and agree that intermediary banks may deduct their fees from the amount of the transfer that they process, whether an outgoing or incoming transfer, and that a portion of such fees may be shared with us. You authorize us and any intermediary banks to deduct such fees, and you further authorize the Bank to share in those fees with any intermediary banks.

**Notice of Wire Transfers** – We will notify you of all wire activity to your account on your periodic account statement. You may choose to make special arrangements with us to receive earlier notice of wire transfer activity on your account.

**Identification of Intermediary or Beneficiary's Bank** – If your wire transfer order identifies an intermediary bank or a beneficiary's bank by both name and identifying number, we may rely on the identifying number regardless of whether the bank name and identifying number, refer to different entities. We may select any intermediary bank, funds transfer system, or means of transmittal to send your payment order. We will not be responsible for any liability you may incur as a result of our selection that differs from your instructions.

## **Incoming Wire Transfers**

**Provisional Payment** – When we give you credit for a wire transfer credit entry, it is provisional until we receive final settlement for the entry through a Federal Reserve Bank or otherwise. If we do not receive final settlement, we are entitled to a refund for the amount credited to you, and the person who sent the credit is considered not to have paid you.

## **Our Liability Concerning Wire Transfers**

Wire transfers are not subject to the Electronic Fund Transfer Act, Regulation E, or the error resolution provisions set forth above in this Account Agreement. However, such transactions remain subject to the Uniform Commercial Code and to the remaining provisions of this Account Agreement. We are not responsible for any losses arising from or in connection with wire transfers unless such losses result solely from our negligence or intentional misconduct, or applicable law states otherwise.

## **Outgoing Wire Transfers**

**Cutoff Time for Payment Orders** – We have different cutoff times for processing payment orders. We may treat payment orders we receive after the cutoff time as if received the next Business Day.

**Amending or Cancelling Payment Orders** – If you request that we amend or cancel a payment order, we may make a reasonable effort to act on your request; however, we have no obligation to do so. We are not liable to you if, for any reason, a payment order is not amended or canceled. If we choose to process your request, you agree to reimburse us for any cost, losses, or damages that we incur in connection with your request.

**Inconsistent Name and Account Number** – If you designate the beneficiary of a wire transfer by both name and account number, the payment may be made according to the account number even if the name and account number are not consistent and identify different parties.

**Sending Funds Outside the United States** – If you request that U.S. dollars be sent to a foreign country, payment may instead be made in the currency of the foreign country. Funds transfers may also be made from your Foreign Currency Demand Account.

**Required Documentation** – Outgoing wire requests may be made directly to our Wire Services Department, provided that a properly completed Funds Transfer Authorization and other requested documentation have been received by us.

## **Your Responsibility Concerning Wire Transfers**

You agree that you are responsible for monitoring and reviewing all activity on your account. We recommend that you inspect your statements on a regular basis to look for improper or unauthorized transactions or any other irregularities, and to ensure that your accounts are being handled in a proper manner.

**Reporting Errors** – You must contact us immediately if you think there is an error or an unauthorized transaction shown on your statement or notice. If your statement includes or discloses an improper or unauthorized transaction, you must notify us in writing, stating relevant facts, within 30 days after we mail, deliver, or otherwise make the statement available to you. If you do not, we are not responsible for any liability you may incur as a result of any loss of interest arising from the unauthorized or erroneous funds transfer. In addition, if you do not report an unauthorized or improper wire transaction within 30 days from the time the statement is mailed, delivered, or made available to you, the account balance indicated on your statement will be conclusively considered correct, and we will have no further responsibility or liability to you with respect to such statement and the transactions reflected therein.

## **SAFE DEPOSIT BOX SERVICE**

Certain branches offer safe deposit box services. Your use of these services is governed by the Safe Deposit Box Renter Agreement. Box size and availability may vary by location. We rent safe deposit boxes only to customers who maintain a deposit account with us. If you close your only deposit account with us, we will ask you to close out your safe deposit box.

Please let us know if you are an active duty service member, as you and your dependents may have additional protections and/or benefits.

Safe deposit box contents are not FDIC insured. If you wish to insure the contents of your safe deposit box, you must obtain the coverage on your own. Union Bank and the FDIC do not act as insurers of the contents of a safe deposit box.

## GENERAL BANKING INFORMATION

### Additions or Changes in Account Terms

**How we will notify you of changes:** We may add to, delete, or change the terms of our Account Agreement with you at any time. If we decide to do this, we may mail, email, or deliver a notice, a statement message, or an amended Account Agreement to any of you at the last address (location or email) on file for you, your account, or the service in question.

**About notifying you before changes happen:** Unless otherwise required by law, we may amend the Account Agreement without prior notice (e.g., by posting the information in our branches or on our website, or otherwise making it available to you). We may give you prior notice if we substitute similar services or discontinue currently offered services for certain accounts. We do not have to notify you of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

**How do you consent to a modification to the Account Agreement:** You consent to an amendment or modification to the Account Agreement if you continue to use your account after an amendment or modification becomes effective.

### Adjustments

**When adjustments are made:** We make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or Items you deposit are returned unpaid.

### Authorized Signer/Contracting Officer

You agree that an Authorized Signer may act alone in conducting withdrawal or debit transactions and transfers from your account. Owners are responsible for the actions of the individuals they designate as Authorized Signers or Contracting Officers on accounts, and Owners are responsible for informing Authorized Signers and Contracting Officers of the terms of this Account Agreement.

You agree that we may continue to honor checks issued, and instructions given to us, by any individual who was authorized to sign on your account at the time these checks or instructions were issued, even if these checks are presented to us for payment, or these instructions are to be acted on, after you notify us that the individual is no longer an Authorized Signer. This means that you must place a stop payment order on these checks and cancel all instructions issued by that individual that you do not wish us to act upon. In some cases, we may require you to close an account and to open a new one to prevent transactions from occurring.

## **Change of Personal or Business Information**

You agree to promptly notify us of any change in the business name, physical address, mailing address, or email address, or change of the Owners, Contracting Officers, or Authorized Signers on your account. All changes will become effective after we have had a reasonable opportunity to act upon your notice to us.

**About your address information:** You authorize us to obtain address information from your state's Department of Motor Vehicles; as such you waive your rights under California Vehicle Code §1808.21 (or equivalent). We may also obtain address information from the U.S. Postal Service, or any other government agency, and from public records.

## **Check Cashing for Non-Customers**

We generally permit the payee of a check you write on your account with us to present the check for payment at most of our full-service branches, including our Express kiosks. This does not include limited-service facilities, offices that are not open to both consumers and businesses, or where otherwise posted. It also does not apply to Items that require special processing or presentment at a specific location, such as "payable at" checks. Payees should contact a local branch for more information. We may charge a fee to a non-Union Bank customer who cashes your check at one of our branches. The fee will be charged to the person cashing your check, unless you make other arrangements with us for paying the check cashing fee.

## **Check Quality**

You agree to use only checks and deposit slips obtained through us or, if obtained elsewhere, approved by us in advance. If your checks or deposit slips do not meet our processing standards, or if we encounter excessive rejects during processing, we may ask you to have your checks reprinted at your expense. After attempting to fix the problem with your checks or deposit slips, and if the problem persists, we reserve the right to charge your account for extra handling. We will not be responsible for any costs or losses that may result if our equipment is not able to read and process checks you provide or obtain elsewhere without our prior approval. You may not use check stock that cannot be photocopied.

Our liability in matters resulting from incorrectly printed checks you have obtained through us is limited to the cost of replacing the checks. We are not responsible for any damages you may incur as a result of any losses or delayed processing due to incorrectly printed checks or deposit slips.

All checks issued or deposited should be written in dark ink colors that can be recognized by imaging equipment. We reserve the right to return or charge back any checks you issue or deposit if the information on the check cannot be read. We

are not responsible for any damages you may incur as a result of our returning a check to you due to our inability to process it when the ink color cannot be recognized.

Several factors influence the image quality of a check, such as a check's background design, its physical condition, or the ink color used on a check. The image quality of a check is also dependent upon the imaging capabilities of any bank that participates in the clearing of a check. In rare instances, checks may not be available or legible for viewing purposes. In such cases, please contact us for assistance.

## **Check Signature Verification**

**How we verify checks:** We may process certain checks mechanically, based on the information encoded on the checks.

**About visually identifying checks:** We may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. Although we may examine checks from time to time, reasonable commercial standards do not require us to visually examine every check.

## **Checks and Deposit Slips — Changes to Banking Information**

There may be occasions when the banking information printed in the MICR line of your checks and deposit slips will change. If any MICR line information changes, we will notify you 90 days before the change becomes effective. During this 90-day period, you should obtain new deposit slips and checks with the updated information printed on the documents. Failure to do so may result in delays in processing transactions on your account.

Ninety days after we notify you of new MICR line information, we will discontinue processing your checks and deposits that contain old MICR line information. This means that checks with old MICR line information that are presented for payment more than 90 days after the date of our notice will be returned unpaid. Any electronic debits to your account will not be honored, and electronic credits (deposits) will not be posted to your account.

You are responsible for giving timely notice of changed MICR line information to any other parties who may need it.

## **Checks Payable to a Business or Trust**

All checks payable to a business must be processed by deposit to the business account. Checks payable to an individual's name in his or her professional capacity (e.g., John Smith, MD, or Jane Doe, CPA) must be deposited to a like-named business account. Similarly, checks payable to a trustee of a trust must be deposited to the appropriate trust account if we have actual knowledge of the existence of the trust.

Checks drawn on us and payable to a business that is not a Union Bank customer may, at our discretion, only be negotiated in exchange for a cashier's check payable to that exact business name. Prior to negotiation, the business entity must have the endorsement guaranteed on that check by its financial institution. We may charge a fee for this service, which may be deducted from the proceeds of the check.

## **Checks Sent for Collection**

You may ask us to send a check or Item on a collection basis for you to another bank. Also, for certain checks that you may deposit, we may not use normal check-clearing procedures. These checks include previously dishonored checks, checks with restrictive endorsements, or those drawn in a foreign currency or on a foreign bank. In these cases, we may send the check to the financial institution on which it is drawn for collection or return it to you. If we receive payment for the check, we will credit your account with the amount received on the date we receive payment, less any applicable fees.

Both Union Bank and the other financial institution may charge a fee for this service, which may be taken directly from your account or from the proceeds of the Item. Some banks require the fee to accompany the collection request and will return the collection Item without taking any action if the fee is not included. We will charge your account for the payor bank's fee, unless we otherwise agree. Our fee and any payor bank fee apply even if the collection is returned unpaid.

When a check you issued is sent to us for collection, we may charge the presenting bank a fee. If we pay the collection, we may pay the presenting bank the amount of the check, less the amount of our fee. The fee we charge the presenting bank is in addition to other fees we charge for handling collections.

## **Checks with Special Instructions**

Although we are not obligated to, we may pay or accept checks and other Items that include special restrictions or notations (e.g., "Void after 6 months," "2 Signatures Required," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an Item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the Item.

## **Claim of Loss**

See the *Reviewing Statements* subsection of the *Account Statements* section of this Account Agreement.

## **Closing an Account**

We may close your account, stop providing service to you, or terminate our contract for any reason unless the specific



terms of your account or service state otherwise. We may close your account if you have a zero or negative account balance for more than 45 days. Your account may also be closed for insufficient funds, overdrafts, or other unsatisfactory account activity. In such cases, a report may be made to a consumer reporting agency. If we close your account, we will send any remaining funds in your account to your last address as shown on our records. If there is more than one Authorized Signer on your account, we may take instructions from any one Authorized Signer to close the account.

You may close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions). If you decide to close your account, your account may be subject to prorated service charges for the partial period of service between the last statement period and the date of account closure. These fees include the monthly maintenance fees and any monthly discounts or additional service charges. Specific services and per-Item charges will be assessed in full.

If you or we decide to close your account and you have recurring payments deposited directly to or withdrawn from your account, notify the company or government agency making the payments or transfers that your account will be closed. If you do not notify us of your intention to close your account, a preauthorized electronic transfer could be posted to the account. After your account is closed, we will return any payments or transfers we receive. Items presented for payment after account closure may be returned with the notation "Account Closed." We are not responsible for any liability you may incur as a result of a dishonored Debit presented for payment.

## **Communicating with You**

Your consent and agreement granted to us in this "Communicating with You" section extend to our authorized representatives.

### *How we may contact you:*

You give us your express consent to call you at any telephone number you have provided to us or provide to us in the future, including cellular (mobile) phone numbers. Your express consent authorizes us to use any means, including automatic dialing technology, artificial and pre-recorded voices, and text messages, when we contact you by telephone for any servicing or non-telemarketing purpose, including, without limitation, to collect debts. You understand that your phone service provider may charge you for these calls and messages. You also agree that we may monitor and record all telephone calls, electronic communications, and other communications with you, and we may retain them for our records.

You agree that we may contact you by mail at any mailing address you have provided to us or provide to us in the future, and by courier. You agree that we may contact you

electronically by email at any email address you have provided to us or provide to us in the future, and that we may also contact you electronically through our Online Banking service. Please refer to your *Online Banking Service Agreement* for details on invalid or undeliverable email addresses.

***What we may send to you:*** You agree that we may send any notice, record, or other information about your account, such as account disclosures, change-in-terms notices, privacy disclosures, fee schedules, or transaction notices and alerts, to you at the last address (or email address) on file for your account separately or with any periodic statement we send.

***When considered delivered to you:*** You agree that information or notices (including statements) are considered delivered when they are mailed or made available to you in some other way (e.g., posted on our website or sent to your email address if you have agreed to electronic communications). Information or notices sent to any account Owner or authorized signer are considered delivered to all account Owners and authorized signers.

***Where we send statements and notices:*** Statements and notices are normally sent to the last address (or email address) listed with us for your account or service.

***If you do not receive your statement:*** Please notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

***What happens if we hold a statement or if mail is returned:*** You agree that if we hold a statement or notice because you fail to provide us with a current address, it will be considered delivered to you when it is prepared (if we're holding a statement for you), or when it is made available to you in some other way (e.g., posted on our website or sent to your email address if you have agreed to electronic communications), or when it is mailed (if it's returned in the mail). At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

## **Compliance with Applicable Law**

You agree not to violate the laws of the United States, including, without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process unlawful Internet gambling transactions or conduct any activity that would violate applicable law.

If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

## **Conflicting Claims to Account Ownership or Control**

*What types of disputes or problems can affect an account:*

- If there is any uncertainty about the ownership of an account or its funds, or there are conflicting demands over its ownership or control
- If we are unable to determine any person's authority to give us instructions
- If there is suspected financial abuse of an elderly or dependent adult and/or Adult Protective Services or any similar state or local agency requests us to freeze the account or reject a transaction
- If we believe a transaction may be fraudulent or may violate any law

*What we may do at our sole discretion:*

1. We may freeze the account and refuse transactions until we receive written proof in a form and substance satisfactory to us of each person's right and authority over the account and its funds.
2. We may refuse transactions and return checks, marked "Refer to Maker," or similar language.
3. We may require the signatures of all Owner(s), Contracting Officer(s), or Authorized Signer(s) when they withdraw any funds, close an account, or make any change in the account—regardless of the number of Authorized Signers on the account.
4. We may pay the funds into an appropriate court (an interpleader action) and request instructions from the court at your expense regarding the account or transaction.
5. We may continue to honor checks and other instructions given to us by persons who, based on our records, appear as Owner(s), Contracting Officer(s), or Authorized Signer(s).

Although we have the right to proceed in the ways outlined above, understand that this does not impose an obligation on us to act on these rights or to deny a transaction.

## **Credit Verification**

You agree that we may obtain information, including credit information, from consumer reporting agencies or other companies when you request to open an account with us, agree to be a signer on an account, or obtain any other service from us, in order to verify your previous banking relationships and as a basis for account qualification. We may do so at the time you open the account, at any time while your account is open, or after your account is closed if you owe us any amounts related to your account.

We may also ask for credit information on any Owner, Contracting Officer, or Authorized Signer on your account, including any principal or officer of your business. The Owner(s)

or Contracting Officer(s) of your business is/are responsible for informing other Owners, Contracting Officers, or Authorized Signers of our right to obtain credit information about them.

**Transaction Information Requirements** – When you conduct a transaction with us, we may require you to identify yourself by various means, which may include using your ATM Card or Debit Card and PIN, or answering security questions.

In order to conduct certain financial transactions, we are required to obtain certain information about the individual conducting the transaction, as well as about the individual or organization for whom the transaction is being conducted. The information includes the full name, permanent address, Social Security number and/or Employer Identification Number, driver's license or passport, or occupation or profession of the individual conducting the transaction. We also require the account Owner's full name; permanent street address; Social Security number and/or Employer Identification Number; and business, occupation, or profession. If this information is not provided, we are required to refuse to handle the transaction.

**Requests Not Made in Person** – We will accept your transaction requests or instructions not made in person only if we can reasonably ensure your identity. We may use passwords or PINs, contact you by telephone, or use other means to authenticate your identity and validate your request. Unless you have made special arrangements with us, we have no obligation to act upon instructions you give us by phone, fax, text message, email, or voicemail.

## **Death or Incompetence**

Notify us immediately if any Owner, Contracting Officer, or Authorized Signer on your account dies or is declared incompetent (by a court or as otherwise permissible, e.g., physician's letter). Until you or a court gives us written notice of such death or incompetence, we may continue to honor checks, Debits, and instructions as though all Owners, Contracting Officers, or Authorized Signers are alive and competent. We may also freeze, refuse, and/or reverse deposits and transactions if we become aware of the death or incompetence of an Owner, Contracting Officer, or Authorized Signer.

## **Demand Drafts (commonly referred to as remotely created checks)**

Demand drafts or remotely created checks do not bear your signature. In place of your signature, it bears your printed name or a statement that you authorized the check. You can authorize the creation of a demand draft by telephone by providing the appropriate information, including the MICR code, from a valid check. Common examples of demand drafts are those created by a credit card company, utility company, or telemarketer. If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks

or demand drafts, you authorize us to pay such demand drafts, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such demand drafts. We may refuse to honor such demand drafts without cause or prior notice, even if we have honored similar demand drafts in the past.

You may not deposit remotely created checks or demand drafts to an account with us without our prior written consent. Upon our request, you agree to provide us with evidence of your authorization to create and/or deposit such demand drafts. You also agree to indemnify, defend, and hold us harmless from all losses, expenses, costs (including attorney's fees), claims, and liabilities related to or arising from such demand drafts, including, without limitation, claims that they were not authorized by the persons on whose accounts the demand drafts were drawn.

## **Deposit Insurance**

Union Bank accounts are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Any deposits (including time deposits) that you maintain in the same capacity directly with Union Bank, PurePoint Financial, or through an intermediary (such as with us or another broker) will be aggregated with deposits in your Deposit Accounts at Union Bank for purposes of the maximum applicable FDIC deposit insurance amount. When we give you information about products we offer that are not FDIC insured, you will be clearly informed of that fact before you make a purchase decision. You are responsible for monitoring the total amount of deposits that you have with Union Bank in order to determine the extent of FDIC deposit insurance coverage available to you.

If you'd like more detailed information about FDIC Insurance:

WRITE: FDIC  
550 17th Street, N.W.  
Washington, D.C. 20429

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CALL: 1-877-275-3342

TDD: 1-800-925-4618

FDIC hours of operation:

Monday – Friday, 8:00 a.m. – 8:00 p.m. (Eastern Time)

Saturday – Sunday, 9:00 a.m. – 5:00 p.m. (Eastern Time)

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VISIT: [www.fdic.gov](http://www.fdic.gov) or [www.fdic.gov/EDIE](http://www.fdic.gov/EDIE)

## **Deposits**

All deposits made to your account are subject to final verification, payment, and adjustment by us, even if we cash a check, give you immediate credit for a deposit, or give you cash back from a deposit. In our sole discretion, we may decline to accept any item for deposit.

If your deposit contains both checks and coin or currency, your deposit will receive ledger credit on the next Business Day. We may place a hold on checks you deposit. You will be notified if a hold is placed. During the hold period, these funds may not be withdrawn or used to pay checks or any other transactions on your account. Checks deposited at one of our cash vaults will be forwarded for processing and will receive ledger credit the next Business Day. (See the *Funds Availability Policy* section described in this Account Agreement.)

If you deposit a check containing a retired (no longer in use) bank routing number or account number, you will not receive credit for the check and it will be returned to you unpaid. You must contact the maker of the check to obtain a replacement check bearing the new routing or account number.

We act only as your collection agent when receiving Items for deposit or encashment. We reserve the right to refuse for deposit, or reverse the credit for, any Item that, in our sole discretion is determined to be unacceptable for forward collection either at the time of deposit or upon subsequent review. We may charge your account for cashed Items should they become lost, mutilated, or destroyed during processing through no fault of Union Bank. Whether or not we reverse a credit, you agree to assist us in collecting the amount of any lost Items by providing us with information and other assistance as we request.

**Merchant Card Transactions** – In order to conduct merchant card transactions, you must enter into a separate agreement with a merchant services provider (“Provider”). When you initiate a card transaction, the Provider will perform front-end authorization. If approved, the transaction will be transmitted to the Provider for processing. We are not responsible for the acts or omissions of the Provider.

**Cash Vault Deposits** – You must prepare your deposit in accordance with our *Deposit Delivery Handbook* (“Handbook”). Should you fail to do so, you are responsible for any additional preparation time required for us to transform your deposit into the Handbook format. This may result in additional fees, including fees for rejected pre-encoded Items.

If you submit an Item for deposit that cannot be readily image-captured, you agree to indemnify us against any and all liability that may arise from doing so.

**Contaminated or Mutilated Deposits** – You agree not to deposit contaminated or mutilated Items or currency.

**Lost Deposits** – We will not be responsible for lost or missing deposits if you do not comply with the Handbook. You agree to use your best efforts to provide such copies, images, or MICR information of the Items lost in transit as may be available to you. Additionally, you agree to provide us copies of tapes or cash letter detail.

**Rejected Items** – Fees may apply for presented checks and/or deposit slips rejected from machine processing for any of the following reasons:

- Non-standard MICR
- Obsolete account number or routing number
- Excessive rejects due to poor-quality printing. “Excessive” means the greater of a) 3 presented checks and/or deposit slips rejected in processing in a statement period or b) the percentage indicated under the *Basic Account Services* section in the applicable *Fee Schedule* of the total of all such Items processed in that cycle.

Additional charges will apply for depositing pre-encoded checks that are rejected for poor MICR quality and/or encoding. Clients who have a monthly reject rate for deposited Items in excess of the published percentage under the *Check Processing Services* section of the applicable *Fee Schedule* will be charged for each Item exceeding the allowed published percentage. Individual deposits exceeding the published percentage reject rate may be held over to the next Business Day for processing.

We reserve the right to place any clients who exhibit excessive deposit rejects, either over 25% in one day or over the published percentage for 5 consecutive Business Days, on a daily reject report to assist in resolving the MICR quality problem. If we do so, we may have to delay processing your deposits. There is a fee for each reject report we send you.

**Transportation** – You and we agree that upon instructions from either of us, an armored carrier or courier service (“Carrier/Courier”) will pick up and/or deliver coin and currency, checks, Bank documents, other media (e.g., computer reports, computer tapes, etc.), or valuables (collectively “Materials”) for the purpose of delivering the same to you or us, or as we otherwise agree. You agree that you will use only armored carriers to transport cash or other Materials of intrinsic value. You further agree that your deposits delivered to us by the Carrier/Courier will be packaged in accordance with procedures set forth in the Handbook.

Negotiable Materials must be packaged and delivered to us in self-sealing and tamper-evident containers or bags. Suitable containers meeting our specifications are available by contacting us. If you do not obtain containers from us, you must submit sample containers for approval. We reserve the right to refuse containers that do not meet our specifications or that appear to have been tampered with.

The Carrier/Courier is an independent contractor. However, if the Carrier/Courier is deemed to be an agent, you and we agree that the Carrier/Courier is your agent and not ours, even though we may pay for the cost of such services. The provisions set forth in this section are exclusively between you and us, and are separate from your agreement with the Carrier/Courier.

We will not be responsible for any liability you may incur as a result of transportation of Materials by the Carrier/Courier to us or any other destination you specify, until we acknowledge receipt in writing of the Materials. If we deliver Materials to the Carrier/Courier, we shall not have any liability upon delivery of such Materials to the Carrier/Courier. Without limiting the foregoing, the transportation of Materials is at your own risk and shall impose no liability on us, including, but not limited to, any liability arising out of their loss, theft, or destruction during transportation. You agree to immediately notify us if any Materials are believed to be lost, missing, or misdirected. If you think there are missing or erroneous entries shown on your statement, you must tell us within 14 days of discovery or 14 days after we mail, deliver, or otherwise make the statement available to you, whichever is earlier. If you do not, we may refuse to reimburse you for any claimed losses or discrepancies. In addition, if you do not report an error or unauthorized transaction within 6 months after we mail, deliver, or otherwise make the statement available to you, the account balance indicated on your statement will be considered correct. Your obligation to discover and report such Materials applies whether or not we have acknowledged receipt of a container purported to contain the Materials.

We shall not be held liable for any additional fees charged in excess of the fees originally quoted for the Carrier/Courier service. These may include, but are not limited to, rate increases and fees associated with excess weight, special deliveries, and additional bags. Any agreement by the Bank to pay for services performed by the Carrier/Courier may be terminated at any time by us upon notice to you.

## **Endorsements**

Each deposited check should be endorsed on the back of the check in the designated endorsement area, including the restrictive endorsement required for Mobile Check Deposits (See *Mobile Check Deposit* section in this Account Agreement, and the *Online Banking Service Agreement*). If the endorsement or any marking is made outside of the specified area, we are not liable for any processing delay or loss that may result.

We may require that all endorsers be present to authenticate the endorsement, including those who may have endorsed the Item to you and, for anyone who is not a signer on the account, to have their endorsement guaranteed by that person's bank. We also may refuse to accept the check for deposit.

All payees should endorse checks that are jointly payable to the Owners of the account. However, we are also authorized to cash or accept for deposit to the account:

- Checks payable to all Owners but endorsed by only one
- Checks payable to one or more Owners but endorsed by another of the Owners



- Checks payable to one or more Owners without endorsement, in which case we are authorized to provide the endorsement for the Owner(s)

## **English as the Primary Account Language**

***How this affects our communications with you:*** English is the controlling language of this Account Agreement. If there is any inconsistency between English and another language that we use to communicate with you, the English version shall control unless we agree otherwise in writing or the laws governing your account specifically require a different result.

***How this affects the way you communicate with us:*** All written instructions that you give us (e.g., on a check) must be in English. We may decline to process any instruction written in a language other than English, whether issued by you or another person. We are not responsible for any liability you may incur as a result of our failure to honor such instructions.

## **Facsimile Signatures**

***What is a facsimile signature:*** A facsimile signature is a procedure or mechanism that causes any check to be drawn on your account with a typed signature, facsimile signature, notation, mark, or other form of mechanical symbol, rather than your actual handwritten signature.

***What we require for their use:*** You agree not to use facsimile signatures on checks unless you provide us with representative samples and we approve their use.

***About paying facsimile Items:*** We may refuse to accept or may pay Items bearing facsimile signatures at our discretion.

***What you're responsible for:***

- You agree to assume full responsibility for any and all payments made by us when we rely on signature that resemble the actual or facsimile signature(s) you provided (without regard to variation in color or size) in connection with your accounts or services.
- You authorize us to pay any check that appears to bear your authorized facsimile signature, including, but not limited to, Items created by you that display a computer-generated signature (regardless of whether you provided us with a representative sample) without further inquiry.
- You agree to indemnify, defend, and hold us harmless from any and all actions, claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically, or otherwise).

## **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 1st

Business Day after the Business Day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written, or other Items presented against your account. Please keep in mind, however, after we make funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid.

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays.

If you make a deposit before the close of business on a Business Day that we are open, or otherwise state as our Business Day, we will consider that day to be the day of your deposit. If you make a deposit on a Business Day at one of our ATMs before 9:00 p.m. Pacific Time, we will consider that day to be the day of your deposit. However, if you make a deposit after this hour or on a day that is not considered a Business Day, we will consider that the deposit was made on the next Business Day we are open.

This *Funds Availability Policy* also does not apply to checks deposited other than at a staffed facility at the Bank, at a Union Bank ATM, night depository, lockbox, Express kiosk, or by mail addressed to Union Bank.

This *Funds Availability Policy* does not apply to checks drawn on banks located outside the United States, checks drawn in a foreign currency, or to checks deposited using Mobile Banking or Remote Deposit Service.

**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 1st Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd Business Day after the day of your deposit. The first \$200 of your deposit, however, will be available on the 1st 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 1st 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 Business 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 6 months.
- There is an emergency, such as failure of computer or communications equipment, that prevents us from making your deposit available to you under the timeframes set forth in our *Funds Availability Policy*.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will notify you when the funds will be available. They will generally be available no later than the 7th Business Day after the Business Day of your deposit.

**Special Rules for New Accounts** – If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified and teller's checks, and federal, state and local government checks will be available on the 1st 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 over \$5,000 will be available on the 7th 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 2nd Business Day after the day of your deposit. Funds from all other check deposits will be available on the 7th Business Day after the day of your deposit.

## Remote Deposit Service

Generally, funds representing a deposit using Remote Deposit Services, will be available for withdrawal the Business Day after deposit if the remote check deposit is made prior to 8:00 p.m. (Pacific Time). Remote check deposits made on a non-Business Day will generally be available on the 1st Business Day after the Business Day of deposit. However, in some cases, we may delay funds availability up to the 2nd Business Day after the Business Day of your deposit. We will notify you (e.g., by email or text) if we delay availability of your deposit. Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Remote Deposit Services. Fund availability may differ by item based on float assignment and collectability of each item. See the *Business Accounts & Services and Transaction Banking Services Disclosure and Agreement* for more information.

## Mobile Check Deposits

Generally, funds representing a deposit using Mobile Check Deposit will be available to you on the 1st Business Day after the Business Day the deposit is received if the mobile check deposit is made prior to 9:00 p.m., Pacific Time. Mobile check

deposits made on a non-Business Day will generally be available on the 1st Business Day after the Business Day the deposit is received. However, in some cases, we may delay funds availability up to the 7th Business Day after the Business Day the deposit is received. We will notify you (e.g., by email or text) if we delay availability of your deposit. Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Mobile Check Deposit.

You agree to either endorse each original check submitted through Mobile Check Deposit with the below restrictive endorsement or check the pre-printed box on the back of the check (if available) along with your signature, in order to minimize the effects of possible duplicate presentment of the same check:

**"For mobile deposit only to Union Bank."**

If you neglect to add to each original check submitted for deposit this restrictive endorsement or check the pre-printed box on the back of the check (if available), the Bank may reject the deposit, and will not be liable for losses and/or fees you may incur for reversing or debiting your account for such duplicate presentment.

See your *Online Banking Service Agreement* for more information.

We may, at our sole discretion, also hold funds you deposit for any reason necessary that we believe would limit your and/or our losses.

Each check deposited through a mobile device will count as one Combined Transaction.

## **Governing Law**

To the extent this Account Agreement is subject to the laws of any state, it will be subject to the law of the state where your account is maintained, without regard to its conflict of laws principles. Your accounts and services also will be subject to applicable clearinghouse, Federal Reserve Bank, funds transfer system, image exchange, and correspondent bank rules ("Rules"). You agree that we do not have to notify you of a change in the Rules, except to the extent required by law. If there is any inconsistency between the terms of this Account Agreement and the Rules, the terms of this Account Agreement shall supersede the Rules, unless prohibited by the Rules.

## **Inactive Accounts and Unclaimed Property**

Accounts become inactive when there has been no transaction or positive contact with us for a certain period of time, as follows:

- 12 consecutive months for transaction (demand deposit) accounts
- 18 consecutive months for savings accounts
- 24 months after the first maturity date or date of last customer contact for time deposit accounts

Positive contact will prevent an account from becoming inactive. Types of positive contact include:

- A deposit or withdrawal performed by you to or from the account. This does not include Bank-initiated transactions, such as service charges, interest payments, or automated deposits and withdrawals.
- Correspondence electronically or in writing concerning the account.
- A signed letter from you relating to the account's disposition.
- An indication from you of your interest in the account, such as contacting us to state your intention to maintain the account, or another record on file with us.

The inactive period begins on the date of the last transaction, last positive contact with us, or first maturity of a time deposit, whichever is latest. We may refuse to post any transactions to an inactive account unless we can confirm that you initiated the transaction. All inactive interest-earning accounts continue to earn interest, except for time deposit accounts that do not automatically renew. Service charges for inactive accounts are the same as those for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as active. Also, we may change the delivery of account statements for inactive accounts.

You may receive a written notice that your funds may be surrendered to a state government due to inactivity. The requirement to send a notice is based on the account balance and whether we have a valid address on file. The timing of the notice and minimum account balance for the notice vary by state.

We will surrender the funds in your inactive account to the state of your last-known address we have on file if the account remains inactive for the time period designated by that state. Accounts with a foreign address on file will be surrendered to the state of California. Once the account is turned over to the state, you may reclaim the funds by presenting adequate proof of ownership to the appropriate state.

## **Income Tax Reporting**

For certain types of account ownership, we are required by law to report to the Internal Revenue Service (IRS) interest paid or other payments made to you. For interest-earning accounts in which interest is paid on a cycle of one year or less, we report interest in the calendar year in which the interest is paid. For time deposit accounts issued for a term of more than one year for which interest is paid on a cycle of greater than one year, we report interest annually for interest accrued in the current calendar year. A tax-reporting notice will be sent to you for interest-earning accounts if the interest earned is \$10 or more.

## International Transactions

Union Bank offers foreign exchange services, including basic spot purchases, hedging instruments, wire payment services, Foreign Currency Demand Accounts (FCDAs), and Foreign Currency Time Deposits (FCTDs).

Transactions processed in foreign currency denominations are subject to daily changes in exchange rate. When we convert a transaction, we may determine in our sole discretion the currency exchange rate and then assign that currency exchange rate to your transaction, without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

We may consider many factors in setting our currency exchange rates. Some of these factors are exchange rates set by others, our desired rates of return, market risk, and credit risk. We are not responsible for any liability you may incur if our currency exchange rates are different from rates 1) offered or reported by third parties; 2) offered by us at a different time, at a different location, or for a different transaction amount; or 3) that involve different payment media such as bank notes, checks, and wire transfers. You acknowledge that:

- Our currency exchange rates for retail and commercial transactions, and for transactions conducted after our regular business hours or on weekends, are different (and usually less favorable to you) from the exchange rates for large interbank transactions conducted during a Business Day (the rates reported in *The Wall Street Journal* or elsewhere are usually for large interbank transactions);
- Currency exchange rates offered by other dealers or shown at other sources (including online sources) may be different from our rates; and
- Currency exchange rates can be highly volatile and may change frequently during a day.

You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

If for any reason the transfer is returned, you agree to accept the refund in United States dollars in the amount of the foreign currency credit, based on the current buying rate of the bank converting the currency to United States dollars on the date of refund, less any charges and expenses we incurred and our commission for making the exchange.

Additionally, foreign transactions are often subject to fees assessed by foreign banks and their correspondent banks, and they may be processed and returned based on local laws and practices. We have no control over those conditions, and you authorize us to process any resulting charges or credits to your account.

For further information on specific foreign exchange services, including additional risks, restrictions, and other requirements, please contact the Markets Foreign Exchange Department at 1-213-236-6943.

## **Large Cash Withdrawals**

For security purposes, we have the right to limit the amount of cash we will provide on demand at a branch, including an Express kiosk. We may require reasonable advance notice for large cash withdrawals. You agree that we are not responsible for providing for your security in such transactions, and that we may require that you make advance arrangements with a licensed armored carrier for such withdrawals. Cash withdrawals greater than \$50,000 will generally not be accommodated at a branch.

## **Legal Process**

We may comply with any writ of attachment, execution, or garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe to be valid. To the extent legally permissible, we may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs, in addition to our legal process fee, to your account. You agree to reimburse us for any cost or expense, including attorneys' fees, that we incur in responding to legal process related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally or by mail, email, or facsimile transmission at any of our branches (including locations other than where the funds, records, or property sought are held), even if the law requires personal delivery at the branch where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. — Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

## **Limitation of Liability; Indemnity**

Except as otherwise stated in this Account Agreement or as required by law, we will be liable to you only for damages arising directly from our gross negligence or intentional misconduct.

We will not be responsible for any loss, delay, cost, or liability that arises, directly or indirectly, in whole or in part, from a) your actions or omissions, or those of third parties, that are not within our immediate and reasonable control; b) your negligence or breach of any agreement with us; c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; d) any error, failure, or delay in the transmission, processing, or delivery of data, records, or Items due to a breakdown in any computer or communications facility; e) causes beyond our reasonable control, including but not limited to act of nature (e.g., fire, flood, earthquake, etc.), military action, strikes or labor disputes, embargoes, government orders, accidents, civil

unrest, terrorist attacks, or any other force majeure event; f) the application of any government or funds transfer system rule, guideline, policy, or regulation; g) the lack of available funds in your account to complete a transaction; or h) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

We will not be liable under any circumstances for any special, consequential, indirect, or punitive damages that you incur in connection with your account(s), even if we are aware of the possibility for such damages, unless specifically imposed by a statute that cannot be waived by the parties.

You acknowledge that our fees have been established in contemplation of a) these limitations on our liability, and b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

You will indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses, and damages of any nature (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning your accounts and services. The obligations contained in the preceding sentence will continue after your account or service is terminated. This section does not apply to any cost or damage incurred by a third party that is attributable to our gross negligence or intentional misconduct and for which we are legally responsible.

### **Limitation on Time to Bring Action**

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Account Agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action occurs. Nothing in this section will serve to lengthen any shorter time frames required for you to act as set forth in contract or statute.

### **Multiple Signatures**

It is not our general policy to offer accounts on which 2 or more signatures are required to conduct transactions. This means that you agree that an Authorized Signer, acting alone, may sign checks, withdraw or transfer funds, give us instructions regarding the account, close the account, or establish additional accounts in the same name or names that are subject to the same signature requirements. If you indicate on your signature card, on another account document, or elsewhere that more than one signature is required for a transaction, this indication is for your own internal procedures and controls, but it is not binding on us unless we have expressly agreed in writing.



**Exceptions** – We generally offer accounts on which more than one signature is required for transactions only under the following circumstances:

- **Legal Orders** – The account is subject to a legal order, which expressly requires more than one signature for withdrawals.
- **Legal Requirements** – The account is one required by law to be held by 2 or more persons who must act together to exercise their legal authority over the funds in the account.
- **Accounts Held by Formal Trusts** – The account is held by a trust (other than a “business trust”) whose written terms require more than a single signature for withdrawals.
- **Other Signature Requirements by Special Arrangement Only** – As agreed upon by the Bank and you.

Signature requirements for accounts opened before April 1, 2005, remain unchanged.

## **Night Depository Service**

This service is available at most of our branches and allows you to make deposits to your account using the night depository facility (the “Facility”).

**Making Deposits** – Each deposit into the Facility shall include only cash or Items intended for deposit to one or more of your accounts with us. The deposit shall be contained, in accordance with our instructions, in a self-sealing plastic pouch (“Pouch”) supplied or approved in advance by us. The Pouch shall include an itemized list of the cash and other Items in it. You shall retain a copy for your records and will use your best efforts to verify that each Pouch reaches the vault portion of the Facility.

**Processing Deposits** – Deposits made before the Facility’s cutoff time will receive same-day credit. Deposits made at the Facility after the cutoff hour may not be collected and processed until the beginning of the next Business Day.

Only the cash deposit in a Pouch will be transported to one of our centralized cash vaults for counting. Deposits containing both cash and Items in the same Pouch may be processed at the branch where the Facility is located. Disputes of any cash adjustments must be submitted in writing, to your branch of account, within 10 days following receipt of any cash adjustment notice.

**Equipment and Procedures** – You agree to use the Facility only with keys supplied by us and to notify us immediately if you lose any key to the Facility or should a key become unusable for any reason. You agree not to duplicate any keys and to take all reasonable precautions to prevent unauthorized persons from tampering with a Pouch. If you observe any Facility equipment that is missing, defective, damaged, or inoperable, notify us immediately.

**Depositor Agreement** – We may withdraw the Facility from use at any time in cases of emergency or the need to make repairs, without providing you notice. Either you or we may terminate this service at any time by written notice to the other, and upon any such termination you shall promptly return, or pay the cost of replacing, all equipment we have furnished to you.

## **Notice**

Any notice you are required to give us by law or by this Account Agreement, or other order or instruction you may give us, must be in writing and mailed or delivered to us at your branch of account or any address we specify, unless prescribed otherwise in this Account Agreement. You agree that we shall be allowed a reasonable period of time to act upon any such notice, order, or instruction.

## **Online Services**

Our Online Banking service allows you to access your accounts and conduct banking via the internet. The service allows you to check balances, transfer funds, pay bills, view statements and check images, receive account notifications, and more. Some services may also be available through a wireless device. Use of the Online Banking service is governed by one or more separate agreements for online services, which supplement this Agreement.

## **Opening Additional Accounts**

We may, at our option, open additional accounts upon your telephone, written, or online instructions. These accounts must be in the same title as previously established accounts you maintain.

## **Presentment of Debits**

We may charge your account on the day a check or other Debit transaction is presented or returned to us, whether by physical delivery or electronically. We may charge your account or place a hold on funds at an earlier time if we receive an electronic or other notice that such Debit has been submitted for payment, collection or return at another financial institution, or if a business notifies us that it is processing a Debit against your account (e.g., a point-of-sale purchase using a Debit Card). We may determine your account balance for the purpose of deciding to dishonor a Debit for insufficient funds at any time between the time we receive the Debit or notice of it and the time we must return it unpaid. We are not obligated to make this determination more than once.

We may charge your account when a copy of a check or other Item drawn against your account is presented to us for payment by another financial institution in place of the original, whether or not the original check is lost, mutilated, destroyed, or otherwise unavailable. You agree that we shall have no liability

to you for paying such a copy, unless you are able to show to our satisfaction that a) you did not issue or otherwise authorize the original, or the terms of the copy we paid are materially different from the terms of the original and b) you received no benefit from the payment of the copy. Claims arising from the payment of a copy are subject to the provisions of the *Claim of Loss* section of this Account Agreement. See the *Reviewing Statements* subsection of the *Account Statements* section of this Account Agreement.

## **Pricing Regions**

Interest rates, fees, and charges for accounts and services may vary based on where your branch is located or how you open your account. Rates and fees may vary from state to state or within a state.

## **Processing Cutoff Hour**

If we receive a check for payment on a Saturday, Sunday, or federal holiday; after close of business on a Business Day we are open; or as otherwise posted, we may consider it received on the next Business Day. Time refers to Pacific Time.

Our processing cutoff hour with respect to any knowledge, notice, stop payment, or legal process received by us involving a check, is one hour after the opening of the Business Day following the Business Day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the Business Day following the Business Day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under applicable law to pay or return certain checks that have been received (but not finally paid) by us on the previous Business Day.

## **Purchase of Monetary Instruments**

Cashier's checks or money orders (monetary instruments) sold by us may be purchased only with a check drawn on or a debit to a Union Bank transaction account. We may refuse to permit a purchase with cash. In other words, cash must first be deposited into a Union Bank transaction account to purchase a monetary instrument. Customers with nontransactional deposit accounts, such as time deposits or IRAs, should speak to a Bank officer for special processing of their transaction.

## **Record Search**

Copies of checks, statements, or other similar transaction records may be available upon request for up to 7 years after the statement date. We may charge you a research fee in addition to a copy fee. If we cannot provide you with a copy of a check prior to the expiration of this 7-year retention period and you lose money as a result, we may cover the loss up to the amount of the check. However, we will not be liable for any consequential damages.

## **Release of Information to Third Parties**

When periodic statements are combined, whether or not at your request, you agree that copies of these statements, which include information on other accounts and services, may be provided to any Owner, Contracting Officer, Authorized Signer, or other person authorized by any of them. You authorize us to release information regarding the status and history of your loan and deposit accounts to others, including, without limitation, our parent company and affiliates, as described below. You understand that information you have provided us, including, but not limited to, your account files, account opening documents, and credit history, as well as information concerning your creditworthiness, may be updated and shared with others within the Bank, and/or the Bank's affiliates, subsidiaries, or parent, from time to time for consideration of other products and services, as applicable.

We may report information about your account to credit bureaus or other consumer reporting agencies. Late payments, missed payments, overdrafts, or other defaults on your account may be reflected in the records of such agencies. We may also disclose information about your account to an account verification service in addition to a credit reporting agency if we close your account due to unsatisfactory handling, fraud, attempted fraud, or criminal activity. Under these circumstances, the information disclosed may include the name, address, taxpayer identification number, and driver's license number of any Owner; the date the account was closed; the reason for its closing; and the fact that the account was closed at our request. Other financial institutions subscribing to the account verification service may be supplied with this information.

All Owners, Contracting Officers, and Authorized Signers agree that we may obtain name and address information from the records of any state Department of Motor Vehicles, and all expressly waive their rights under applicable law or regulation to keep such information confidential.

## **Telephone and Electronic Communication Monitoring or Recording**

We may monitor telephone conversations and electronic communications for quality control and security purposes. We do not record telephone conversations without notice to you.

## **Withholding of Income Tax**

*When we must withhold funds for taxes:* Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if you fail to supply us, under penalty of perjury, with your correct taxpayer identification number (TIN); you fail to provide us

with the required certified information; the IRS instructs us to withhold; or the IRS notifies you that you are subject to backup withholding.

***What tax information you must provide:*** You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

***About reporting interest:*** We may report interest and other payments to you to the IRS, along with your TIN. All paid interest or other payments made during the year will be aggregated for reporting purposes.

***What happens if you don't provide your TIN:*** We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

***What to do if you have exempt status:*** Nonresident aliens or foreign entities not subject to information reporting must certify their exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Nonresident aliens may be required to certify their exempt status every 3 years (or earlier upon request) to avoid backup withholding.

## **DISPUTE RESOLUTION**

### **Applicable Law; Severance**

This Account Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as otherwise provided herein, 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.

### **Resolution of Claims 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.

The following provision applies to any claim, cause of action, proceeding, or other dispute between us concerning this Account Agreement (each, a "Claim"), including all questions of law or fact relating thereto:

## **Resolution of Non-Arbitrable Claims –**

*If your account or safe deposit box is at a branch in California or was opened online, the following applies:*

All Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the California Code of Civil Procedure. The parties acknowledge that in such event, a jury will not decide such Claims.

*If your account or safe deposit box is at a branch in a state other than California, the following applies:* To the maximum extent permitted by law, you and the Bank intentionally and deliberately waive the right to a trial by jury to resolve all Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto.

*If the waiver of jury trial set forth above is not enforceable for any reason:* All Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the applicable state statutes. In such event a jury will not decide such Claims. The parties shall select a single neutral referee, who shall be a retired state or federal judge (the "Referee"). In the event that the parties cannot agree upon a Referee, the court shall appoint the Referee. The Referee shall report a statement of decision to the court. Nothing in this provision shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this provision.

## **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 (which may include any fees and/or costs we advanced).

## **Arbitration Procedure**

You and we agree to the following procedures in arbitrating any covered Claim:

- The party initiating arbitration may choose between arbitration administered by one of the following:
  - (i) The American Arbitration Administration ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related

Disputes, except as modified by this Account Agreement. AAA's rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll free).

(ii) JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this Account Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll free).

- Except in the case of a new arbitration by a 3-arbitrator panel, as provided for below, the arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable.
- The arbitrator will take reasonable steps to protect customer account information and other confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including statutes of limitation and evidentiary privileges. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.
- If the arbitrator's award (i) for a claimant is \$0, (ii) or against the non-claimant is greater than \$100,000, or (iii) includes an award of injunctive relief against either party, then that party may request a new arbitration by a 3-arbitrator panel in accordance with AAA's or JAMS' rules, in which case each reference in this provision to the arbitrator shall mean such 3-arbitrator panel.
- Arbitration shall be commenced in the state in which your account is located. Any arbitration hearing shall be conducted in the county in which your account is located, unless you and we agree to another location.
- If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.
- YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a class or other representative action. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void, and all Claims shall be determined in accordance with the provision of this Account Agreement entitled *Resolution of Non-Arbitrable Claims*.
- 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.

## Claims Covered

Claims subject to arbitration hereunder shall include all of the following:

- Claims arising out of or related to this Account Agreement, including any applicable prior or later versions to which you are bound
- Claims arising out of or relating to any aspect of any relationship between us that is governed by this Account Agreement, whether based in contract, tort (e.g., negligence or intentional misconduct), statute, or any other legal theory
- Claims that relate to the construction, scope, applicability, or enforceability of this provision
- Claims that arose before we entered into this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement (including, but not limited to, Claims relating to advertising)
- Claims that may arise after the termination of this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement
- Claims asserted by or against your or our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs, and/or successors and assigns

## Claims Not Covered

Claims subject to arbitration hereunder shall not include the following:

- Any Claim made in any proceeding that you commence in small claims court, so long as it remains in that court
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any setoff, account hold or freeze, or repossession
- Any Claim arising out of or related to an obligation secured by an interest in real property

## Option to Arbitrate

Either you or we may elect in writing, without the consent of the other, to arbitrate all Claims covered by this provision. This provision will be broadly interpreted in accordance with the following paragraphs.

## Returned Items

**Items You Cash or Deposit** – If you cash or deposit an Item that is later returned unpaid (or we get a notice that it will be returned unpaid), we may 1) charge your account the amount



of that Item plus interest; or 2) resend the Item through our standard check process electronically or on a collection basis. We may also place or extend a hold related to the Item and charge you a fee or other expense related to the collection process. Whether or not we resend the Item for processing or collection, we will charge your account a Returned Item Fee each time, even if the Item is ultimately paid.

If we receive an affidavit or declaration under penalty of perjury, or any other type of claim or demand pursuant to applicable law, regulation, or similar authority, stating that you were not entitled to the proceeds of a check or other Item deposited to your account, we may debit that amount against any accounts you have with us, whether such accounts are held solely or jointly in your name.

If you are receiving government payments, whether by check or by electronic transfers to your account through the government's direct deposit program, and we receive notice from the government reclaiming amounts previously credited, you agree that we may debit any of your accounts, whether such accounts are held solely or jointly in your name, for the amount reclaimed. You further agree to pay us immediately for any amount we are obligated to pay if you do not have sufficient funds in your accounts.

We are not obligated to question why an Item is returned. We are also not required to evaluate if the return was timely. You waive any claim against us regarding the payor bank's midnight deadline, final settlement, and notice of dishonor and protest. You agree that we may, but have no obligation to, notify you of any Item that is or may be returned.

You agree that if an Item deposited to or cashed against your account is paid and at any later time returned by the payor bank claiming that it was altered, forged, or unauthorized, or should not have been paid for any reason, we may debit or hold any of your accounts for the amount of that Item. We may also charge you a fee.

**Checks You Write** – If we return a check that you write unpaid, the depositing bank may redeposit it electronically. An electronically redeposited check will appear on your statement. Contact us if you want a copy of the check.

## **Returned Items—Custom Service**

We offer the following returned Item services. We may charge a fee for each service you select below.

- **Automatic Re-Clear** – An automatic re-clear occurs when we send a returned Item to the bank on which it is drawn a second time in an attempt to obtain payment. You can set a maximum amount and have all checks under that amount automatically re-clear, or you can have all checks automatically re-clear. This service requires approval from your branch, which may discontinue the service at any time

with notice to you. The standard Returned Item Fee does not apply to this service.

- **Endorsement Guarantee and Re-Clear** – If you cash or deposit a check with a missing endorsement and it is returned unpaid by the paying bank, we will provide the missing endorsement guarantee and re-clear the check.
- **Duplicate Notice Sent Either to Your Primary Address or to an Alternate Address** – We can send you a notice of returned Items, and also send an additional notice with the image replacement document (IRD), also known as a substitute check, to an alternate address.
- **Charge Returned Items and Fees to an Alternate Account** – We can charge the amount of the returned Items and associated fees to an alternate account of your choice.

### **Centralized Returns Using an Alternate Bank of First Deposit –**

- **Notification of Service** – If you centralize the processing of your depository returns through another financial institution, you agree to notify us at least 10 Business Days in advance of commencing the use of an alternate bank of first deposit endorsement stamp or spray. In preparation for using an alternate bank of first deposit, you agree to submit, 10 Business Days prior to use, a sample of the actual endorsement spray or stamp on the back of a physical check and receive approval from us as to its acceptability.
- **Endorsement Standards** – We will validate your compliance with applicable law, as well as industry standards, such as Specification for the Placement of MICR Printing, in regard to endorsement content and placement. If you do not communicate your endorsement changes to us or submit your endorsements for review, you agree to take full responsibility for any damages arising from the failure to comply.
- **Placement of the Endorsement** – When applying an alternate bank of first deposit endorsement, you should place such an endorsement on the back of the check, so that the bank of first deposit's routing number is wholly contained in the area 3.0 inches from the leading edge of the check to 1.5 inches from the trailing edge of the check. The leading edge is defined as the right side of the check looking at it from the front.
- **Client Deposit Preparation and Delivery Channel** – Refer to the Handbook for specific instructions on deposit preparation. In addition, you may only submit deposits that have centralized returned Item processing at an alternate bank of first deposit through the channels designated as acceptable by us. If you use a non-approved channel, then your work will be processed using Union Bank as the bank of first deposit for the endorsement. When you use a non-approved channel, we will spray over your endorsement with ours. This will be a violation of applicable law as well as the industry standards. We will hold you liable if a claim arises in this case.

## **Returned Items— Notification**

**Deposited Items Returned on the Web** – The Deposited Items Returned on the Web service includes the following standard features: a) view images of the front and back sides of unpaid deposited Items charged back or re-cleared and b) download text information regarding those Items. Other optional features available in the Web module include viewing text information for early warning of large dollar returns, and decisioning that a deposited Items returned be either charged back or re-cleared for a second or later presentment.

Not all clients using Deposited Items Returned on the Web have decisioning capabilities. The decisioning feature is considered an extension of credit and is not available to all clients. If you have access to this feature, you agree to submit your decisions by 11:00 a.m. (Pacific Time) on Business Days, unless we otherwise notify you of an extension to this deadline. If you do not submit a decision for an Item by 11:00 a.m. (Pacific Time), you agree that the Item will default to chargeback and be posted to your account the next day. Only Items returned for the first time as NSF or UCF, as defined below, are eligible for decisioning. On occasion, an Item that normally would be presented to you for decisioning will be charged back.

**NSF** – Nonsufficient Available Funds. A check is returned as NSF when it is presented for payment and returned unpaid because the drawer's account does not have sufficient funds available for payment.

**UCF** – Uncollected Funds. A check is returned as UCF when the drawer's account does not have sufficient collected funds available for payment.

**Early Warning of Large Dollar Return Items** – This service is intended to give you earlier notice when a large dollar Item you have deposited may be returned unpaid.

Paying banks are generally required to provide prompt notice to the depository bank when the amount of an Item being returned is \$5,000 or more. This dollar threshold is substantially higher for certain paying banks, including Union Bank, that have agreed with one another to adopt a different threshold. When we receive a notice that a large dollar Item you have deposited may be returned, we can relay that information to you the same Business Day we receive it. Paying banks may also send us a cancellation of a previous notice, which we can also relay to you the same day we receive it. Delivery channels include the Web module for Deposited Items Returned and Information Reporting.

Note that we can only report to you what has been reported to us. We will not be held responsible for the failure of any paying bank to notify us that a large dollar deposited Item is being returned unpaid, or for a paying bank's delay in doing so. Under some circumstances, by the time we receive the paying bank's notice of a returned deposited Item, we may have already received the Item and posted it to your account.

## **Security Interest; Right of Setoff Order**

Balances in your deposit accounts may be subject to our right of setoff for payment of loans or other debts you owe us. When we set off a debt you owe us, we reduce the funds in your account up to the amount of the debt. If you are a sole proprietor, we may exercise our right to charge personal accounts you maintain with us, whether alone or jointly with others. If your business is a partnership, we may charge the personal accounts any general partner maintains with us, whether held alone or jointly, for amounts the partnership owes us. We will notify you if we exercise our right of setoff. If we exercise our right of setoff against a Time Deposit account, an early withdrawal penalty or compensating penalty may apply. Additionally, you agree that to secure your obligations owed to the Bank under this Agreement, you grant to the Bank a lien on and a security interest in your deposit accounts. This obligation includes both secured and unsecured debts. The rights in this section are in addition to any other security interest or rights of setoff you have granted to the Bank.

## **Services for Disabled Customers**

We provide several aids to help our customers with hearing, vision, or speech impairments or other disabilities. Please contact any branch for information regarding guideline checks, specially formatted materials, and telephone services for the visually impaired; telecommunication devices for the hearing impaired; and other accommodations available to help customers with special needs.

**Waiver of Fees** – Deposit account services fees for Telephone Banking are waived to those persons who are blind or visually impaired.

## **Severability**

If any of the provisions of this Account Agreement are determined to be invalid or unenforceable, that part will be severed and, the remainder of the Account Agreement shall remain in full force and effect.

## **Third-Party Service Providers**

Some of our services, such as ATM and online services, are dependent upon third-party service providers. We are subject to those providers' rules when we or you use their services. You agree to those rules, unless the law or a written agreement with us states otherwise. We are not responsible for any liability that you may incur as a result of a third-party service provider's delay, disruption, or failure of services. We do not guarantee the services you receive from such providers and are not responsible for the services they provide you, unless the law or a written agreement with us states otherwise.

We can choose which service providers to use, and may change a service provider at any time without notice to you.

## **Transferring or Assigning Rights to Your Account**

Unless we agree otherwise, your accounts are non-transferable and non-assignable. You may not grant, transfer, or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

## **Waivers**

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





