

EFFECTIVE SEPTEMBER 1, 2017

Business  
Cash Reserve  
Account  
Disclosure and  
Agreement





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## KEY DISCLOSURES ABOUT YOUR BUSINESS CASH RESERVE ACCOUNT

### INTEREST RATES AND INTEREST CHARGES

|  |  |
|--|--|
| <b>Annual Percentage Rate (APR) for advances</b> | Credit Limit:<br><\$5,000 = <b>16.8%</b><br>≥\$5,000 = <b>14.8%</b>  |
| <b>Paying Interest</b>                           | Interest charges accrue on all advances to your Business Cash Reserve Account from the date posted to your Account until paid in full. There is no "grace" period. |

### FEES

|  |   |
|--|---|
| <b>Annual Fee</b>  | <b>\$25</b><br>Assessed every June 1st  |
| <b>Transaction Fee</b><br>• Cash Reserve Advance Fee<br>(California & Oregon only) | <b>\$10</b> each day an advance of \$10 or more occurs from the Business Cash Reserve Account |

**How We Will Calculate Your Balance:** We use a method called "Daily Balance." See section 4a of the following BUSINESS CASH RESERVE ACCOUNT DISCLOSURE AND AGREEMENT for details.

The following terms and conditions apply to your Business Cash Reserve Account ("Business Cash Reserve Account") with MUFG Union Bank, N.A. ("Bank"). "You" and "your" refer to each Owner and any authorized signers on the Checking Account held by the Bank to which overdraft protection pursuant to the terms of this Business Cash Reserve Account Disclosure and Agreement ("Agreement") applies and are defined as follows:

**"Owner"** refers to all persons or entities who hold an ownership interest in the Business Cash Reserve Account. An Owner may be an individual or a business entity. An Owner acts on behalf of all Owners when taking any actions with respect to the Business Cash Reserve Account.

By signing the Business Credit Application and/or credit documents with the Bank in connection with your Business Cash Reserve Account, or by using your Business Cash Reserve Account, you agree to the terms and conditions of this Agreement.

IF THERE IS A DISPUTE BETWEEN YOU AND THE BANK, IT WILL BE RESOLVED THROUGH ARBITRATION. Refer to Paragraph 15 below for additional information.

**1. CHECKING ACCOUNT.** You must maintain a checking account ("Checking Account") at the Bank. In the event that your Checking Account is closed for whatever reason and a balance is owing under the Business Cash Reserve Account, the Bank may convert the balance owing to a business term loan, on such terms and conditions to be communicated to you by the Bank. You agree to repay such balance in accordance with the terms of such term loan. Notwithstanding the foregoing, the Bank reserves the right to treat the closure of your Checking Account as an event of default under the Business Cash Reserve Account,

and to demand immediate payment in full of the balance then owing under the Business Cash Reserve Account.

2. **BUSINESS PURPOSE.** You represent and warrant to the Bank that you will use any funds obtained under this Business Cash Reserve Account for business purposes only and that you will not use any such funds for personal, family or household purposes.
3. **USING YOUR BUSINESS CASH RESERVE ACCOUNT.**
  - a. ***Business Cash Reserve Automatic Advance.*** Your Business Cash Reserve Account will cover your linked Checking Account when there is an insufficient available balance in the linked Checking Account to pay debits presented for payment. Examples of debits that may be presented against your linked Checking Account include, but are not limited to, (i) writing a check for more than the available balance in your Checking Account; (ii) a pre-authorized Bank automated transfer (Automatic Transfer Services) which causes a debit to your Checking Account for more than the available balance in your Checking Account; (iii) using a Bank Automated Teller Machine ('ATM'), other network ATM cash withdrawals, kiosk withdrawals or transfers or other features which causes a debit to your Checking Account for more than the available balance in your Checking Account; (iv) obtaining cash for a non-Bank check if that check is later returned to the Bank without payment for any reason and your Checking Account available balance is insufficient to cover the amount; (v) Bank Checking Account charges or fees charged which exceed the available balance in your Checking Account; or (vi) authorizing a debit to your Checking Account for more than the available balance in your Checking Account. In any of these cases, the Bank will advance funds from your Business Cash Reserve Account to your linked Checking Account to cover the insufficient funds in increments of \$1, rounding up to the nearest dollar, up to your available credit limit.
  - b. ***Accounts which have a Business Cash Reserve Account and enrolled in Business Deposit Overdraft Protection covering the same checking account.*** In the event your Checking Account is enrolled in both Business Deposit Overdraft Protection and Business Cash Reserve Account and you do not have a sufficient Available Balance in Business Deposit Overdraft Protection to cover an entire Debit, the Available Balance from the Business Deposit Overdraft Protection Account will be used first, and then the remaining amount needed to cover the Debit will be advanced from your Business Cash Reserve Account. In these instances, a Business Deposit Overdraft Protection Transfer Fee will be charged to your Checking Account and a Cash Reserve Advance Fee will be charged to your Business Cash Reserve Account.
  - c. ***Business Cash Reserve (Direct) Advance.*** You can request an advance from your Business Cash Reserve Account by filling out an advance form at any Bank branch, or by Online Banking transfer to your linked Checking Account, in the exact amount you want, up to your available credit limit. Advances cannot be disbursed in cash or by cashier's checks.

**4. INTEREST CHARGES AND FEES IMPOSED AS A PART OF YOUR BUSINESS CASH RESERVE ACCOUNT.**

**a. Interest Charge & Balance Subject to Interest Rate.**

We figure the interest charge on your Business Cash Reserve Account by applying the periodic rate to the "daily balance" of your Business Cash Reserve Account for each day in the billing cycle. The daily periodic rate is calculated by dividing your Annual Percentage Rate ("APR") by 365. The APR is the annual interest rate on your Business Cash Reserve Account. If your credit limit is less than \$5,000, your daily periodic rate is .00046 (corresponding to an APR of 16.8%). If your credit limit is equal to or greater than \$5,000, your daily periodic rate is .00041 (corresponding to an APR of 14.8%). To get the "daily balance" we take the beginning balance of your Business Cash Reserve Account each day, add any new purchases and advances, and subtract any unpaid interest and fees and any payments or credits. This gives us the daily balance. The total of each day's interest charge for the billing cycle will be shown on your periodic statement as the "Interest Charge," and the total of each day's positive ending daily balance, divided by the number of days in the billing cycle, will be shown on your periodic statement as the "Balance Subject to Interest Rate."

**b. Business Cash Reserve Advance Fee.** Each day an advance occurs from your Business Cash Reserve Account the Bank will charge a \$10 Cash Reserve Advance Fee ("Advance Fee") to your Business Cash Reserve Account. The Advance Fee does not apply to advances of less than \$10 or to Business Cash Reserve Accounts originated in the state of Washington.

**c. Business Cash Reserve Annual Fee.** Your Business Cash Reserve Account is subject to a non-refundable, non-proratable annual fee of \$25 ("Annual Fee"). The Annual Fee is assessed every June 1st.

**d. Grace Period.** There is no grace period for advances made from your Business Cash Reserve Account. Interest Charges accrue on advances from the date advances are posted to your Business Cash Reserve Account until the advances are paid in full.

**5. PROMISE TO PAY.** When you use your Business Cash Reserve Account or permit someone else to use it, you promise to pay the total amount of the Cash Reserve Automatic Advance, or Cash Reserve (Direct) Advance. You also promise to pay any interest charges and fees that may become due. If there is more than one Owner, each of you is bound, jointly and severally, and each is liable for all advances and charges to the Business Cash Reserve Account.

**6. PAYMENTS.** You will receive a monthly periodic statement with your linked Checking Account statement showing advances, payments, interest charges, fees, and the outstanding new balance on your Business Cash Reserve Account. You agree to pay the Bank at least the Minimum Monthly Payment due. The Minimum Monthly Payment is (i) the outstanding balance of the Business Cash Reserve Account on the statement date or, if there are insufficient funds in your Checking Account to make that payment, (ii) the greater of \$100 or 15% of the outstanding balance on the 15th day following the statement date (the "Minimum

Monthly Payment"). If there are insufficient funds in your Checking Account to pay the Minimum Monthly Payment, you agree to pay such amount by direct payment, as described further below. If your current Business Cash Reserve Account balance is less than \$100 you agree to pay the balance in full.

You may not make any payment to your Business Cash Reserve Account, directly or indirectly, by making an advance on your Business Cash Reserve Account. If an advance occurs to cover payments that are owed on another Bank credit product, you will begin to accrue interest (at the interest rate on your Business Cash Reserve Account) for the entire amount of that advance, which may include principal and accrued interest and any applicable fees.

- a. **Automatic Payments.** By using your Business Cash Reserve Account, you authorize the Bank to automatically deduct each month from your Checking Account, either (i) the Minimum Monthly Payment amount, as described above, plus any delinquent amount on the statement date; or (ii) if there are insufficient funds in your Checking Account, the Minimum Monthly Payment amount, as described above, on any date that is 15 days or more following the statement date.
- b. **Direct Payments.** You can make a direct payment to reduce or pay in total your Business Cash Reserve Account. A direct payment must be accompanied by your Checking Account number and by instructions to apply the payment toward your Business Cash Reserve Account.
- c. **No Automatic Payment when the Direct Payment Exceeds the Minimum Monthly Payment.** In any month when you make one or more direct payments after the statement date and prior to the payment due date which, in the aggregate, equal or exceed the Minimum Monthly Payment, the Minimum Monthly Payment for that month will be deemed paid and no automatic payment will be deducted from your Checking Account by the Bank that month. Direct payments made in one statement period will not be applied against any Minimum Monthly Payment which may become due in any subsequent statement.
- d. **Delinquent Amount.** When used in this Agreement, the term "delinquent amount" means any payment that was not made when due as provided herein.
- e. **Payment Application.** Payments will be applied in the following order: (1) billed Interest Charge, (2) billed Annual Fee, (3) billed Advance Fees, and (4) principal.

7. **DELINQUENT ACCOUNT.** The term delinquent, when used in this Agreement, means that your Checking Account balance was insufficient to cover the automatic payment of the Minimum Monthly Payment and you did not make any direct payments that were equal to or exceeded the Minimum Monthly Payment due by the payment due date. If your Business Cash Reserve Account is delinquent for more than 10 days after the payment due date, you cannot obtain a Cash Reserve Automatic Advance or Cash Reserve (Direct) Advance until the delinquent amount and any then current Minimum Monthly Payments have been paid.



8. **CREDIT LIMIT.** You are advised of your credit limit on your monthly periodic statements. You promise not to borrow more than that limit. If you exceed your credit limit, you remain liable for all amounts due including advances, interest charges, and fees. Increases to your credit limit require the submission of an application and approval of such application. Conversely, you may request a decrease in your credit limit at any time.
9. **COPIES OF DOCUMENTS.** If you ask for a copy of any document, the Bank will charge you applicable photocopy services fees based on our current applicable *Fee Schedule*.
10. **NO SECURITY INTEREST.** Regardless of any other agreement between the Bank and you or any third party, your Business Cash Reserve Account balance is not secured by any contractual lien on any of your property. However, the Bank has a general lien arising by operation of law upon all goods, instruments, documents, and chattel paper belonging to you while such is in the possession of the Bank.
11. **PERIODIC LINE REVIEW.** You agree the Bank may, from time to time, and periodically at the Bank's sole discretion, monitor the use and performance under your Business Cash Reserve Account. You agree to cooperate with the Bank's review by providing such additional financial information or other information as the Bank may reasonably request.
12. **CANCELLATION OF YOUR ACCOUNT.**
  - a. **Cancellation by You.** Subject to paragraph (c) below, you may cancel your Business Cash Reserve Account at any time by writing to the Bank at the address shown on the top of the first page of your monthly periodic statement. If more than one person is liable under this Agreement, any person so liable may cancel your Business Cash Reserve Account as provided above without the consent of any other person. If you cancel your Business Cash Reserve Account, at the Bank's option, the entire Business Cash Reserve Account balance, and all transaction amounts not yet billed, are immediately due and payable upon the Bank's demand.
  - b. **Cancellation by Us.** The Bank may cancel your Business Cash Reserve Account, with or without cause, at any time by notifying you in writing at the address shown for you on the Bank's Checking Account records.
  - c. **Continue to be Liable.** If your Business Cash Reserve Account is canceled by you or the Bank, all persons liable under this Agreement shall remain liable for all sums owed on your Business Cash Reserve Account in full, notwithstanding the cancellation. You promise to pay all collection costs, including court costs and attorney fees, including but not limited to those incurred in arbitration, trial court and on any appeal and in bankruptcy court, and the costs to the Bank of the services of its in-house counsel, and any other costs the Bank may incur in enforcing the Agreement.
  - d. **Default and Acceleration of Amounts Owed.** Subject to applicable law, in addition to the Bank's right to cancel your Business Cash Reserve Account as described above, the happening of any of the following constitutes an event of default under the Business Cash Reserve Account: (i) using your Business Cash Reserve Account in any manner or amount or by any means not authorized

by the Bank; (ii) your failure to pay or to comply with the terms of this Agreement, including allowing your Business Cash Reserve Account to become delinquent; (iii) any breach, misrepresentation or other default by you, any guarantor, or any person or entity other than yourself providing financial support for the Business Cash Reserve Account (collectively, "Obligor"); (iv) the insolvency of any Obligor or the failure of any Obligor generally to pay such Obligor's debts as such debts become due; (v) any deterioration or downgrading of your credit rating which the Bank deems significant; (vi) your failure to show a profit or the failure of any obligor to show a profit; (vii) the closure, suspension, cancellation or termination, whether voluntary or involuntary, and for whatever reason of any deposit or credit account at the Bank of any Obligor; (viii) the commencement as to any Obligor of any voluntary or involuntary proceeding under any laws relating to bankruptcy, insolvency, reorganization, arrangement, debt adjustment or debtor relief; (ix) the assignment by any Obligor for the benefit of such Obligor's creditors; (x) the appointment, or commencement of any proceedings for the appointment, of a receiver, trustee, custodian or similar official for all or substantially all of any Obligor's property; (xi) the commencement of any proceeding for the dissolution or liquidation of any Obligor; (xii) the termination or dissolution of any Obligor such as a business entity or trust, or the death of any individual Obligor; (xiii) the revocation of any guaranty given in connection with this Agreement; (xiv) the failure of any Obligor to comply with any order, judgment, injunction, decree, writ or demand of any court or other public authority; (xv) the filing or recording against any Obligor, or the property of any Obligor, of any notice of levy, notice to withhold, or other legal process for taxes; (xvi) the default by any Obligor personally liable for amounts owed hereunder on any obligation concerning the borrowing of money; (xvii) any breach of the terms of any other agreement between the Bank and any Obligor; (xviii) the issuance against any Obligor, or the property of any Obligor, of any writ of attachment, execution, or other judicial lien; (xix) the sale or transfer of all or substantially all of the assets of an Obligor, or a change of ownership of any business entity Obligor of greater than 10%; (xx) any changes of ownership of the Checking Account; or (xxi) the closing for any reason of the Checking Account. Upon the occurrence of any such event of default, the Bank, in its discretion, may cease to advance funds hereunder and may declare all obligations under this Agreement immediately due and payable; however, upon the occurrence of an event of default under (viii), (ix), (x) or (xi), all principal, interest, and other fees and charges shall automatically become immediately due and payable. In the event of the occurrence of an event of default hereunder, you agree that the Bank may, at its option, compute the interest rate for your credit line at a per annum rate equal to three (3) percentage points in excess of the applicable daily periodic rate, calculated from the date of default until all amounts hereunder are paid in full.

**13. CREDIT INFORMATION.** You authorize the Bank to release information concerning your credit and Business Cash Reserve Account experience with the Bank to guarantors, other creditors, credit reporting agencies and others who may properly receive such information. To the extent permitted by applicable law, you understand that information you have provided to the Bank, your Business Cash Reserve Account files and history, as well as information concerning your creditworthiness, may be updated and shared with others within the Bank or its subsidiaries from time to time for consideration of other products and services. You authorize the Bank to obtain such information as it may require to verify (and from time to time re-verify) any information you have provided, including obtaining credit reports and copies of tax returns from the IRS and other tax authorities. Upon the Bank's request, you agree to furnish such information as the Bank may request on your financial condition of any Obligor. You authorize the Bank to obtain your name and address information from time to time from the appropriate State agency, notwithstanding any right you may have to keep such information confidential. You acknowledge your responsibility to inform the Bank in writing of any change in your name(s), address or employment within a reasonable time. The Bank will retain information in connection with your Business Cash Reserve Account as long as the Bank deems necessary to do so.

**14. AMENDMENT.** The Bank may amend the terms and conditions of this Agreement from time to time upon at least 30 days prior notice, as required by law, sent by mail to your address as shown on the Bank's Checking Account records. The outstanding balance of your Business Cash Reserve Account and any subsequent advances will be subject to the amended terms. Amended terms supersede all previous conflicting terms to the extent of the conflict. Unless otherwise stated in the amendment, all other terms of the Agreement in effect at the time of the amendment shall remain in full force and effect.

**15. 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 Agreement (each, a "Claim"), including all questions of law or fact relating thereto:

**Option to Arbitrate**

Either you or the Bank 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.

**Claims Covered**

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

- Claims arising out of or related to this Agreement, or any prior or later versions of this Agreement
- Claims that relate to the construction, scope, applicability, or enforceability of this provision

- Claims that arose before we entered into this Agreement or any other agreement or relationship between us that is governed by this Agreement (including, without limitation, Claims relating to advertising)
- Claims that may arise after the termination of this Agreement or any other agreement or relationship between us that are governed by this 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 set forth in any complaint or other communication that you may file with or send to a federal, state, or local administrative agency, such as the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau, unless such agency asserts jurisdiction over the claim, and independently determines the rights of the parties
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any offset, account hold or freeze, or repossession
- Any Claim arising out of or related to an obligation secured by an interest in real property

### **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 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 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 your 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 under applicable law.

- If the arbitrator's award for a claimant is \$0 or against the non-claimant is greater than \$100,000 or 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 1 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 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.

### **Arbitration Costs**

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

### **Applicable Law; Severance**

This Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

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

***If your Checking Account is at a branch in California or was opened online, the following applies:*** All Claims that are not arbitrable under this 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. You and the Bank acknowledge that in such event, a jury will not decide such Claims.

***If your Checking Account 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 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:*** Then you and the Bank hereto agree that all Claims that are not arbitrable under this 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. The parties acknowledge that in such event, a jury will not decide such Claims. You and the Bank 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.

**16. MISCELLANEOUS TERMS AND CONDITIONS.** In the event any provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. If your business is located in California, Oregon, or Washington, your Business Cash Reserve Account will be governed by the laws of the state of your business location. If your business is located anywhere else, your account will be governed by California law. The Bank's failure to exercise any right under this Agreement shall not be construed as a waiver of such right. You agree that you may not assign your rights, nor delegate your duties and obligations, pursuant to this Agreement, to any third party. The Bank may assign any of its rights or delegate any of its duties hereunder without your consent or notice to you. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, written or oral agreements, or courses of dealing between the parties.

**17. ACTIVE DUTY SERVICEMEMBERS.** If you are an active duty servicemember, you and your dependents may be entitled to rights under the Servicemembers Civil Relief Act (SCRA). Please contact your local branch for more information.

#### **NOTICE TO OREGON RESIDENTS:**

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES

OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY BANK TO BE ENFORCEABLE.

**NOTICE TO WASHINGTON RESIDENTS:**

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.



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