



EFFECTIVE JANUARY 1, 2022

Union Bank  
Individual  
Retirement  
Accounts  
& Services

**Disclosure and Agreement**



## **TABLE OF CONTENTS**

<b>INTRODUCTION</b> .....	1
<b>ENGLISH AS THE PRIMARY ACCOUNT LANGUAGE</b> .....	1
<b>IMPORTANT INFORMATION ABOUT YOUR UNION BANK IRA</b> .....	1
Definition of Terms .....	2
Customer Identification .....	2
Important information about procedures for opening a new account .....	2
Customer Due Diligence .....	3
Communicating with You .....	3
Headings .....	4
Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008 .....	5
IRA Application and Adoption Agreement .....	5
Transaction or Instruction Requests Not Received in Person .....	5
Advance Notice of Withdrawals/Transfers .....	5
Compliance with Applicable Law .....	5
Severability .....	6
Waivers .....	6
<b>ADDITIONAL TERMS AND CONDITIONS</b> .....	6
How to Obtain More Information .....	6
IRA Ownership .....	6
IRA Contributions .....	6
Distribution Withholding Rules .....	7
Escheatment of Inactive IRAs After Reaching Age 72 .....	7
Deposit Insurance .....	8
Deposit Account Options for Union Bank IRAs .....	8
Funds Availability Policy .....	8
Government Checks, Cashier's Checks, and Other Special Types of Checks .....	10
Interest Rates .....	10
Calculating Interest .....	11
Compounding and Payment of Interest .....	11
Statements and Bank Reporting Requirements .....	11
<b>DISPUTE RESOLUTION</b> .....	12
[PLEASE NOTE: IF THERE IS A DISPUTE BETWEEN YOU AND THE BANK, IT MAY BE RESOLVED THROUGH ARBITRATION OR JUDICIAL REFERENCE, RATHER THAN BY A JURY TRIAL.]	
Resolution of Claims by Arbitration .....	12
Claims Not Covered .....	13
Arbitration Procedure .....	13
Arbitration Costs .....	14

<b>GENERAL IRA INFORMATION</b> .....	14
Adjustments .....	14
Change of Name or Address .....	14
Endorsing Checks .....	15
Unauthorized Transactions and Errors .....	15
Deposits .....	16
Items Sent for Collection .....	17
Services for Disabled Customers .....	17
Power of Attorney .....	18
Forces Beyond Our Control (Force Majeure) .....	18
Governing Law .....	18

## INTRODUCTION

Welcome to MUFG Union Bank, N.A. When you open your account with us, you'll receive this *Union Bank® Individual Retirement Accounts & Services Disclosure and Agreement* ("Account Agreement"), which lists your rights and responsibilities and the Bank's rights and responsibilities concerning your account.

## ENGLISH AS THE PRIMARY ACCOUNT LANGUAGE

***How this affects our communications to 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.

## IMPORTANT INFORMATION ABOUT YOUR UNION BANK IRA

Our agreement with you is represented by several documents that you'll receive when you open an account, as applicable. Each contains important information about your account. You should read them carefully. These documents include:

- This Account Agreement
- *IRA Application and Adoption Agreement* ("IRA Application")
- Disclosure Statement (*Custodial Account Agreement* corresponding to the type of IRA you open with Union Bank ("Disclosure Statement"))
- *Individual Retirement Accounts & Small Business Retirement Plans Fee Schedule including Coverdell Education Savings Accounts* ("Fee Schedule")
- *Time Deposit Accounts Disclosure*
- *IRA MoneyMarket Savings Simply Stated Product Guide* ("Product Guide")

To the extent that any language in this Account Agreement may conflict with the Fee Schedule, the *Time Deposit Accounts Disclosure*, or the Product Guide corresponding to the type of product(s) you select for your IRA, the language in the Account Agreement, IRA Application, and Disclosure Statement corresponding with your IRA type shall control, provided that it is consistent with and in compliance with the governing law applicable to Individual Retirement Accounts, including, but not limited to, applicable state law, the Internal Revenue Code, and the regulations thereunder pertaining to IRAs (the "Governing Law"). To the extent that it is not possible to interpret such language to be consistent with and in compliance with the

Governing Law, then such language shall be of no force or effect to the extent of such inconsistency or noncompliance.

The Account Agreement documents are intended to constitute the entire agreement governing your IRAs with us, and shall supersede and revoke all prior agreements, disclosures, or other documents that you may have received in connection with your Union Bank IRA.

**Eligibility to participate in and deduct contributions made to an IRA is subject to Internal Revenue Service (IRS) rules. Consult your tax advisor.**

## **Definition of Terms**

In this Account Agreement, the words “we,” “our,” “us,” “Bank,” and “custodian” refer 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., and the words “you” and “your” refer to the owner of the account.

## **Customer Identification**

### **Important information about procedures for opening a new account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, record, and retain information that identifies each person who opens an account.

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

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 and of your overall banking relationship with MUB.

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 and its transactions, the structure of

an account or 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.

## **Customer Due Diligence**

To aid us in complying with the Bank Secrecy Act and related laws and regulations, we may also ask you for specific information regarding the nature of your anticipated account activity, the source of your funds, the purposes of your 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 to clarify the nature and purpose of your transactions.

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

Owners or fiduciaries may also be asked at account opening and from time to time to provide us with a trust certification, court orders, and any other documents deemed necessary by us.

## **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 prerecorded voice messages, 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.

### **Contacting you about amendments to your Account**

**Agreement:** You agree that we may communicate amendments to this Account Agreement by delivering or mailing a notice or an amended Account Agreement to you. We may deliver such notices or amendments electronically if you have agreed to communicate with the Bank electronically.

**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 notice 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.

## **Headings**

Headings are used for convenience only and are not part of the terms of this Account Agreement.

## **Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008**

The Heart Act, signed into law in June 2008, made permanent certain provisions of the Pension Protection Act (PPA) of 2006 for military personnel. The law specifically offers tax-related benefits to employer-sponsored retirement plans, IRAs, and Coverdell Education Savings Accounts (ESAs). For more information, see your tax advisor or refer to the Pension Protection Act of 2006 (PL 109-280) online at [www.irs.gov](http://www.irs.gov).

### **IRA Application and Adoption Agreement**

In order to ensure that our records remain current, we may from time to time ask you to sign a new *IRA Application and Adoption Agreement*, and update your beneficiary designation.

### **Transaction or Instruction Requests Not Received in Person**

To protect your account from unauthorized access, we will accept transaction or instruction requests not made in person only if we can reasonably ensure your identity. We may use passwords or Personal Identification Numbers (PINs), contact you by telephone, or use another 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 via fax transmission, text message, or email, or that you leave by voicemail or on a telephone answering machine. We may not review your message until the Business Day (Monday–Friday, excluding federal holidays) after we receive it. If you need to contact us regarding time-sensitive information, it may not be appropriate to use these methods of communication.

### **Advance Notice of Withdrawals/Transfers**

We reserve the right to require 7 days' advance written notice of withdrawal of funds from any IRA MoneyMarket Savings deposit account.

### **Compliance with Applicable Law**

**What you agree to:** 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 conduct any activity that would violate applicable law.

**What happens if we suspect illegal activity:** If we are uncertain about the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.



## Severability

If any provision of this Account Agreement is determined to be void or invalid, the rest of the Account Agreement will remain in full force and effect.

## 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.

## ADDITIONAL TERMS AND CONDITIONS

### How to obtain more information

If you have any questions, you should discuss them with your own legal counsel or tax advisor. Further information may also be obtained from Union Bank by calling:

**Retirement Plan Center  
800-304-3854 (option 1)**

### **TDD Telephone Banking for hearing impaired:**

**For Relay** Service dial **7-1-1**; provide Relay Operator with **800-304-3854**

Union Bank Retirement Plan Center business hours are Monday through Friday, excluding federal holidays, from 8:00 a.m. to 5:00 p.m., Pacific Time.

**Important Notice: We are not responsible for determining or maintaining records regarding your eligibility for tax benefits. As many of the rules for IRAs have been revised, you may want to contact a qualified tax advisor before opening an IRA or when selecting a beneficiary or distribution option.**

## IRA Ownership

All of your IRAs will be established in the name of Union Bank as Custodian for the benefit of you, and any distributions or transfers must have our prior written approval. No account may be set up as "joint tenancy" or for the benefit of someone other than you. Your interest in the assets of your IRA cannot be given away or pledged.

## IRA Contributions

The tax return due date (not including extensions) is the deadline for making IRA contributions for the prior year. We automatically apply IRA contributions to the tax year in which

they are received. If you make a contribution between January 1 and April 15 and intend for that contribution to be designated as a contribution for the prior tax year, you must include the tax year to which you would like the contribution applied on the Retirement Contribution Acknowledgment Form.

## **Distribution Withholding Rules**

Income tax will be withheld from Traditional IRA distributions unless you elect otherwise. The amount of federal tax withheld may not be less than 10% of the amount withdrawn. A withdrawal from your IRA may also be subject to state income tax withholding, if applicable. The amount of state tax withheld may not be less than 1% for California state income tax and 8% for Oregon state income tax. If you elect not to withhold tax, you must indicate this election each time you make a withdrawal on the IRA Cash Distribution Request Form. If you are receiving regularly scheduled distributions, your decision about having tax withheld remains in effect until you change it. You may change this election at any time.

## **Escheatment of Inactive IRAs After Reaching Age 72**

### ***What happens when we classify an account as inactive:***

The funds held in your IRA will be classified as “inactive” if you are over age 72 and do not have any activity on your account, including but not limited to contacting us to make an inquiry or receiving a required minimum distribution, for a period of time as set forth in the applicable state’s escheatment laws for your account. For security reasons, if you have no transactions on your account for the applicable period of time (the minimum period is 24 consecutive months), and if we cannot reach you in a timely fashion to confirm a new transaction has been authorized by you, we may refuse a withdrawal or transfer from that account. The minimum inactive period begins on December 31 of the year including the 24th month of inactivity. For Time Deposit Accounts, inactivity is 24 months after date of maturity. When an interest-earning account is classified as inactive, it continues to earn interest.

***What happens to the funds in an inactive account:*** Once the account is classified as inactive, if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law for unclaimed property, we may transfer (escheat) your property to the appropriate state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

***About service charges for inactive accounts:*** Monthly service charges and applicable fees are the same for active accounts and inactive accounts. Charges are not reimbursed for inactive accounts that are later reclassified as “active.”

**Note:** Accounts with foreign addresses will be turned over to the state where the account is domiciled.

## Deposit Insurance

Union Bank accounts are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Any deposits (including Time Deposit Accounts) 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 us 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 TO: FDIC

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

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CALL: 877-275-3342

TTY: 800-877-8339

FDIC hours of operation:

Monday–Friday, 8:00 a.m.–6:00 p.m. (Eastern Time)

Saturday, 8:00 a.m.–1:00 p.m. (Eastern Time)

Closed Sunday

(Excluding Federal holidays)

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

## Deposit Account Options for Union Bank IRAs

Your deposit account options are the Variable Rate IRA Time Deposit, Fixed Rate IRA Time Deposit, Promotional Rate IRA Time Deposit, Bonus Rate IRA Rollover Time Deposit, and IRA MoneyMarket Savings accounts. From time to time, we may make special offers with more favorable interest rates and/or terms for our Variable Rate, Fixed Rate, or Retirement Income. Further information about these account options can be found in the documents entitled *Time Deposit Accounts Disclosure* and/or *IRA MoneyMarket Savings Simply Stated Product Guide*.

## Funds Availability Policy

**Your ability to withdraw funds:** Our policy is to make funds from your cash and check deposits available for distribution or transfer to another IRA 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 to be distributed, you can withdraw the funds. Please keep in mind, however, that after we have distributed your funds to you, 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 as posted, we will consider that day to be the day of your deposit. However, if you make a deposit 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. For example, a deposit made on Saturday is deemed received on Monday, or Tuesday if Monday is a Federal bank holiday.

This Funds Availability Policy does not apply to checks drawn on banks located outside the United States, or to checks drawn in a foreign currency.

In addition, for IRAs, this Funds Availability Policy only applies to checks deposited at a staffed Union Bank facility, night depository, lockbox, or by mail addressed to Union Bank.

**Longer delays may apply:** In some cases, we will not make all of the funds that you deposit by check available to distribute 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 for distribution until the 2nd Business Day after the day of your deposit. The first \$225 of your deposit, however, will be available for distribution 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 for distribution 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 believe that funds you have deposited will need to be disbursed immediately, you should ask the Retirement Plan Center when the funds will be made 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 \$5,525 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 tell you when the funds will be available. They will generally be available no later than the 7th Business Day after the day of your deposit.

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

Funds from electronic direct deposits to your account will be available for distribution on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, and travelers 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 \$5,525 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 \$5,525 will not be available for distribution until the 2nd Business Day after the day of your deposit. Funds from all other check deposits will be available for distribution on the 7th Business Day after the day of your deposit.

## **Government Checks, Cashier's Checks, and Other Special Types of Checks**

Our policy is to make funds from U.S. Treasury checks, U.S. Postal Service Money Orders and checks drawn on MUFG Union Bank, N.A. (Union Bank) that are payable to you available no later than the first Business day after the day of your deposit. The first \$5,525 of a day's total deposits of cashier's, certified, teller's, and travelers 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 and deposited in person to one of our employees. If your deposit of these checks, (other than a U.S. Treasury check or U.S. Postal Service Money Order) is not made in person to one of our employees (for example, it is mailed to us), the first \$5,525 will not be available until the 2nd Business Day after the day of your deposit.

Funds in excess of \$5,525 will be available to you no later than the 7th Business Day after the day of your deposit.

## **Interest Rates**

**How we determine interest rates:** Interest rates paid on our accounts are determined by our management team, based on market conditions and other business factors. Except for Time Deposit Accounts (which usually earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our sole discretion, without prior notice to you.

For Time Deposit Accounts, please see the "Interest" section in our *Time Deposit Accounts Disclosure*.

**About tiered-rate accounts:** 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 your ending 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. For current rates, please call or visit one of our branches, or contact the Retirement Plan Center at the phone number listed in the under "How to Obtain More Information" in the Additional Terms and Conditions section.

## Calculating Interest

**How we calculate interest:** We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the Balance in the account each day. Unless otherwise noted, interest is calculated on an actual/365-day basis (366 days for leap years).

**When interest begins:** Interest on cash deposits, electronic payments, and checks drawn on Union Bank begins to accrue on the Business Day we receive the deposit. Interest on all other Items begins to accrue on the Business Day on which we receive credit for the funds deposited.

## Compounding and Payment of Interest

**How interest compounds:** Interest compounds (is paid on both principal and accrued interest) daily on savings accounts.

**How we pay interest:** Interest may be paid or credited quarterly on the last Business Day of each quarter, and the interest accrued will be paid to the closing date. If an account is closed during a quarter, accrued interest will be paid up to (but not including) the closing date.

For Time Deposit Accounts, please see the "Interest" section in our *Time Deposit Accounts Disclosure*.

## Statements and Bank Reporting Requirements

As custodian for your IRA, we provide periodic reports and statements concerning your account activity during the calendar year.

We are not responsible for notices, statements, and other documents that are lost, destroyed, or stolen while in the mail or in transit to you or a third party. If statements or notices are returned to us by the Postal Service for any reason, we may hold subsequent statements and notices of every kind until we receive forwarding information from you. If your statement is late, you agree to notify us as soon as possible. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

According to your instructions, these reports and statements will be mailed to the address on file for your account, or held at the banking office for pickup, as follows:

You will be sent a statement at least once a year, as of December 31. The December 31 statement will reflect all transactions for the year and the year-end fair market value of your IRA. If you do not make a contribution for the prior year between January 1 and April 15 of the next year, the December 31 statement will be your substitute IRS Form 5498 — IRA Contribution Information. You agree that you are responsible for monitoring and reviewing the activity of your account. You should inspect your statement as soon as you receive it and report any irregularities to us immediately. If you do not report any irregularities within 30 days of the statement mailing date, the statement will be considered correct, and we will have no further responsibility or liability to you with respect to the statement.

Additionally, if you are age 72 or older and taking your annual Required Minimum Distribution (RMD), your December 31 statement will include details informing you that you may request a calculation of your RMD from this IRA for the next tax year, and that your status as an age-72-or-older IRA holder will be reported to the IRS on Form 5498 — IRA Contribution Information.

If you withdraw \$10 or more during the year, then the distribution is reported on IRS Form 1099-R by January 31 of the following year. A copy is supplied to the IRS and, if applicable, to your state tax authority.

IRS Form 5498 — IRA Contribution Information is prepared annually for the previous calendar year and mailed to you by May 31 of the following year. This report provides contribution and fair market value information to you, the IRS, and, if applicable, the state of California, Oregon, or Washington. Generally, you will only receive this form if you made a contribution for the prior year between January 1 and April 15. Otherwise, as stated above, your December 31 account statement will serve as a substitute Form 5498 — IRA Contribution Information.

Any notice you are required to give us by law or by this Account Agreement must be mailed or delivered to us during normal banking hours at your branch of account or any other address we specify. We will have a reasonable period of time to act upon any notice, order, or instruction you give us.

## **DISPUTE RESOLUTION**

### **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 EXCEPT AS SET FORTH HEREIN.

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.

## **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 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 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 ("CLAIM LIMITATION"); EXCEPT THAT THE FORGOING CLAIM LIMITATION SHALL NOT APPLY TO ANY CLAIM FOR PUBLIC INJUNCTIVE RELIEF. 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 with respect to any Claim, then (i) this Arbitration provision shall be null and void with respect to such particular Claims, (ii) all such Claims to which this Arbitration provision is deemed unenforceable shall be determined in accordance with the provision of this Account Agreement entitled Resolution of Non-Arbitrable Claims; provided that this arbitration provision shall continue in full force and effect with respect to all other Claims.

### ***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 Claims for which the Arbitration provision is deemed unenforceable or for which the Claim Limitation applies), 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. 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.

***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 Claims for which the Arbitration provision is deemed unenforceable or for which the Claim Limitation applies), including all questions of law or fact relating thereto. If the waiver of jury trial set forth in the paragraph immediately above is not enforceable for any reason, then you and the Bank agree that all such Claims, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to applicable state statutes. You and the Bank acknowledge that 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.

## **GENERAL IRA INFORMATION**

### **Adjustments**

***When adjustments are made:*** We may 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.

### **Change of Name or Address**

You agree to notify us immediately of any change in your name, address, email address, or the identity of your Attorney-in-Fact on your account, as well as any change of address for your Attorney-in-Fact. If you request to change your mailing address to a P.O. Box, we will ask you to confirm your physical address.

We reserve the right to change your address based on postal notifications or any other government notices sent 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 state statute). We may also obtain address information from the U.S. Postal Service, or any other government agency, and from public records. The Bank reserves the right to change the address associated with your account based on this information.

## **Endorsing Checks**

**How you should endorse a check:** Federal regulations specify that the top 1½ inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. Endorsements must be made in blue or black ink, so that they are readable by automated processing equipment.

**Why you should take care when endorsing a check:** If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement that is illegible or incomplete, you agree to hold us harmless from any resulting delay, liability, claim, or damage that occurs.

## **Unauthorized Transactions and Errors**

If you discover an error, forgery, alteration, or other unauthorized activity involving your account, you must notify us immediately by telephone. Also, promptly notify us thereafter in writing of the relevant facts, including a description of the transaction or error and the identity of any person you suspect may be involved in unauthorized activity. You agree to carefully and promptly review all statements and notices we send or make available to you.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 30 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account within 6 months after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information

we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special, or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced proportionately in accordance with our responsibility for any loss by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision.

You waive all rights of subrogation against us with respect to any insurance policy or bond.

## **Deposits**

**Who we may take deposits from:** We may accept Items payable to you for deposit to your account from any source without questioning the authority of the person making the deposit.

**What happens to deposits with missing or incorrect instructions:** If you make a deposit or payment that is not accompanied by instructions telling us how or where it should be credited, we may apply it at our sole discretion to any deposit account or loan any Owner maintains with us. If the instructions received contain missing or incorrect information, we may credit a deposit to an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account. You are responsible for any claim, cost, loss, or damage caused by your

failure to properly identify the account to which a deposit is made or intended to be made.

**Limitations:** We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. We also reserve the right to limit the amount of funds that may be maintained in your account(s).

We may also, at our sole discretion, hold funds you deposit if, for any reason, we believe it is necessary to do so in order to limit your and/or Bank losses.

## **Items Sent for Collection**

**When this usually occurs:** Often with foreign, questionable, or damaged Items, we may refuse to accept a check or other Item for deposit or may accept it on a collection basis only.

**If we accept an Item for collection:** We will send it to the institution upon which it is drawn, and in some cases, we may credit your account for the amount before we receive the funds from that institution.

**If we choose to credit your account:** We may credit your account before we receive funds from the other institution. But if for any reason we don't receive payment, we will charge the amount back against your account.

**About fees:** We may impose a fee in connection with sending and receiving Items for collection (e.g., by charging your account or deducting the fee from the amount paid). Other institutions that send or receive Items for collection involving your account may impose an additional fee for their services.

**Verification and final payment:** Any Item that we cash or accept for deposit is subject to later verification and final payment. Regardless of whether you have already used the funds, we may deduct funds from your account if an Item is lost, stolen, or destroyed in the collection process; if it is returned to us unpaid; or if it was improperly paid. Also, keep in mind that cash deposits may be subject to later verification.

**About checks from other institutions:** Our employees cannot and do not promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

## **Services for Disabled Customers**

It is important that all of our customers feel comfortable banking with us and that they can effectively communicate with us whenever they need to. We provide several aids to help individuals with hearing, vision, speech impairments or other disabilities. Please contact us 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 individuals with special needs.

## **Power of Attorney**

You may appoint an attorney-in-fact for your account(s) and may revoke a power of attorney. This does not include you acting only in a fiduciary capacity, unless specifically authorized. You should notify us in advance if you plan to create a power of attorney involving your account. Upon request, we may provide you with a power-of-attorney form for that purpose. We may accept a Uniform Statutory Form Power of Attorney that complies with applicable state law.

We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). You must immediately notify us in writing if you revoke your power of attorney. We will have a reasonable period of time to act on such notice after receipt. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

## **Forces Beyond Our Control (Force Majeure)**

We will not be liable for any loss, expense, failure to perform, or delay caused by an act or event beyond our reasonable control that prevents us from performing our obligations under this Account Agreement, such as acts of nature (e.g., fire, flood, earthquake, etc.), military action, strikes or labor disputes, embargoes, government orders, accidents, civil unrest, terrorist attacks, failure of communication systems, power outage, funds transfer system or government rules, or any other force majeure event.

## **Governing Law**

This Account Agreement is governed by federal law and, to the extent not preempted or superseded by federal law, by the governing state law as described below, without regard to its conflict-of-law provisions.

- If you applied for the account in person at one of our branches, then the account is maintained in the state where that branch is located and governed by that state law.
- If you applied for the account online or through another remote method, and at the time you applied you reside in either the state of Washington or Oregon, then the account is governed by the law of the state in which you reside at the time you applied. For joint accounts, this will be determined by the residential address of the owner whose name was listed first.
- In all other cases, the account is maintained in California and governed by California law. Your accounts and services also will be subject to applicable clearinghouse, Federal Reserve Bank, funds transfer system, image exchange, and correspondent bank rules (the "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.

## NOTES

## NOTES



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